

04-12-2002

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

3/26/02



102052625

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Chattanooga Group, Inc.

- Individual(s)
- General Partnership
- Corporation - State of Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Bank of America, National Association

Internal Address: _____

Street Address: 901 Main Street, 6th Floor

City: Dallas State Texas ZIP: 75202

- Individual(s) citizenship
- Association National Banking Association
- General Partnership
- Limited Partnership
- Corporation- _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

OFFICE OF PATENT RECORDS
2002 MAR 26 PM 11:11
FINANCE SECTION

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: February 8, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,097,329	1,410,735	1,419,075	871,377
2,332,842	737,972	2,465,072	2,188,549
2,373,574	2,368,547	1,496,663	574,604
675,045	864,244	1,302,476	1,486,033
872,017	1,023,095	2,318,990	2,217,692
1,713,380	357,815	1,112,672	1,471,340
1,361,658	1,835,337	1,109,261	1,767,341

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jennifer A. Nagy, Esq.
Jenkins & Gilchrist, P.C.
Internal Address: 36th Floor

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 3.41): \$ 715.00

- Enclosed \$715.00
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:
10-0447

(Attach duplicate copy of this page if paying by deposit account)

4/12/2002 TBIAZ1 00000003 1097329

DO NOT USE THIS SPACE

1 FC:481 40.00 DP
2 FC:482 675.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Andre M. Szuwalski, Esq.
Name of Person Signing

Signature

3/21/02
Date

Total number of pages comprising cover sheet: 1

TRADEMARK SECURITY AGREEMENT

(Chattanooga Group, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between CHATTANOOGA GROUP, INC., a Delaware corporation (the "Debtor"), and BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association (the "Secured Party"), acting in its capacity as administrative agent under the Credit Agreement described hereinbelow, and is executed pursuant to that certain Credit Agreement dated as of February 8, 2002 (as such agreement may be amended, restated, or otherwise modified from time to time, the "Credit Agreement"; all terms defined in the Credit Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Credit Agreement) among ENCORE MEDICAL CORPORATION, each of its Subsidiaries party thereto, the Lenders party thereto, and the Secured Party.

Recitals:

A. The Debtor and the Secured Party are parties to that certain Subsidiary Security Agreement dated as of February 8, 2002 (as amended, restated, or otherwise modified, the "Security Agreement").

B. Pursuant to the terms of the Security Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"); (b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and

future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (b) being referred to herein collectively as the "Trademarks"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 8th day of February, 2002.

DEBTOR:

CHATTANOOGA GROUP, INC

By. 

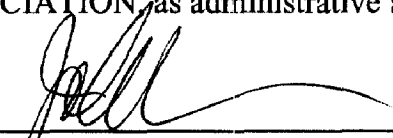
Kenneth W. Davidson

Chief Executive Officer and President

SECURED PARTY:

BANK OF AMERICA, NATIONAL
ASSOCIATION, as administrative agent

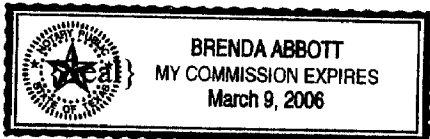
By: _____


John C. McNamara
Vice President

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me this 7th day of February, 2002, by Kenneth W. Davidson, as Chief Executive Officer and President of Chattanooga Group, Inc. , a Delaware corporation, on behalf of such corporation, *to be effective as of February 8, 2002.*



Brenda Abbott
Notary Public in and for
the State of Texas

My commission expires: 3/9/04

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

This instrument was acknowledged before me this _____ day of February, 2002, by John C. McNamara, as Vice President of Bank of America, National Association, a national banking association, on behalf of such banking association.

{Seal}

Notary Public in and for
the State of California

My commission expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me this _____ day of February, 2002, by Kenneth W. Davidson, as Chief Executive Officer and President of Chattanooga Group, Inc. , a Delaware corporation, on behalf of such corporation.

{Seal}

Notary Public in and for
the State of Texas

My commission expires: _____

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

This instrument was acknowledged before me this 6th day of February, 2002, by John C. McNamara, as Vice President of Bank of America, National Association, a national banking association, on behalf of such banking association, *to be effective as of February 8, 2002.*

{Seal}

Lilica Tataru
Notary Public in and for
the State of California

My commission expires: *11/9/2005*



Schedule 1
to
Trademark Security Agreement

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods
Chattanooga Group, Inc.	USA	Adapta	1,097,329	9/19/1977 / 7/25/1978	
Chattanooga Group, Inc.	USA	Autoflex	1,410,735	3/3/1986 / 9/23/1986	
Chattanooga Group, Inc.	USA	Autotrac	1,419,075	3/20/1986 / 12/2/1986	
Chattanooga Group, Inc.	USA	Colpac	871,377	6/19/1967 / 6/17/1969	
Chattanooga Group, Inc.	USA	Colpac	2,332,842	12/28/1999 / 3/21/2000	
Chattanooga Group, Inc.	USA	Cover-Sling	737,972	10/16/1961 / 9/18/1962	
Chattanooga Group, Inc.	USA	Durastick	2,465,072	8/9/1999 / 4/10/2001	
Chattanooga Group, Inc.	USA	EMG Retrainer	2,188,549	4/14/1997 / 9/8/1998	
Chattanooga Group, Inc.	USA	Ergowave	2,373,574	5/14/1998 / 8/1/2000	
Chattanooga Group, Inc.	USA	Flexipac	2,368,547	8/9/1999 / 7/18/2000	
Chattanooga Group, Inc.	USA	Fluidotherapy	1,496,663		
Chattanooga Group, Inc.	USA	Hydrocollator	574,604	12/13/1951 / 5/19/1953	Therapeutic Steam Packs
Chattanooga Group, Inc.	USA	Hydrocollator	675,045	11/25/1957 / 3/3/1959	Electric Units
Chattanooga Group, Inc.	USA	Hydrocollator Colpac	864,244	11/27/1967 / 1/28/1969	
Chattanooga Group, Inc.	USA	Intelect	1,302,476	9/30/1983 / 10/30/1984	
Chattanooga Group, Inc.	USA	Jeltrode	1,486,033		
Chattanooga Group, Inc.	USA	Myossage	872,017	10/20/1967 / 7/1/1969	
Chattanooga Group, Inc.	USA	Nylatex	1,023,095	1/29/1975 / 10/21/1975	
Chattanooga Group, Inc.	USA	Opti-Flex	2,318,990	1/19/1999 / 2/15/2000	
Chattanooga Group, Inc.	USA	Para-Care	2,217,692	11/18/1996 / 9/30/1997	
Chattanooga Group, Inc.	USA	Presssion	1,713,380	11/14/1991 / 9/8/1992	
Chattanooga Group, Inc.	USA	Spinalator	357,815	1/24/1938 / 6/14/1938	
Chattanooga Group, Inc.	USA	Steam Pack	1,112,672	5/2/1977 / 2/6/1979	
Chattanooga Group, Inc.	USA	Triax	1,471,340	2/13/1987 / 1/5/1988	
Chattanooga Group, Inc.	USA	Triton	1,361,658	10/30/1984 / 9/24/1985	
Chattanooga Group, Inc.	USA	Tru-Trac	1,835,337		
Chattanooga Group, Inc.	USA	TX	1,109,261	12/23/1977 / 12/19/1978	

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods
Chattanooga Group, Inc.	USA	Wellness by Design	1,767,341	6/29/1989 / 4/27/1993	
Chattanooga Group, Inc.	USA	Vectra	76/040,122 ITU	5/4/00	Therapeutic diathermy and/or multiple frequency stimulators for use in the treatment of ailments and conditions of the human body in Class 10.
Chattanooga Group, Inc.	Australia	Adapta	A325547		
Chattanooga Group, Inc.	Australia	Colpac	A295874		
Chattanooga Group, Inc.	Australia	Hydrocollator	A295875 (Class 10)		
Chattanooga Group, Inc.	Australia	Hydrocollator	A 295876 (Class 11)		
Chattanooga Group, Inc.	Australia	TX	A325548		
Chattanooga Group, Inc.	Belgium, Netherlands, & Luxembourg	Colpac			
Chattanooga Group, Inc.	Belgium, Netherlands, & Luxembourg	Hydrocollator			
Chattanooga Group, Inc.	Canada	Adapta	262,061		
Chattanooga Group, Inc.	Canada	Colpac	166,623		
Chattanooga Group, Inc.	Canada	Hydrocollator	200,065		
Chattanooga Group, Inc.	Canada	TX	261,944		
Chattanooga Group, Inc.	Colombia	Chattanooga	215,593		
Chattanooga Group, Inc.	Colombia	Hydrocollator	136,210		
Chattanooga Group, Inc.	Colombia	Colpac	219,649		
Chattanooga Group, Inc.	Colombia	Intelect	137,129		
Chattanooga Group, Inc.	Colombia	Triton	137,112		
Chattanooga Group, Inc.	Colombia	TX	137,123		
Chattanooga Group, Inc.	Denmark	Colpac	01.642-1967		
Chattanooga Group, Inc.	European Community	Optiflex	001862770		Class 10
Chattanooga Group, Inc.	European Community	Chattanooga Europe			Class 5
Chattanooga Group, Inc.	European Community	Chattanooga Europe			Class 9
Chattanooga Group, Inc.	European Community	Chattanooga Europe			Class 10
Chattanooga Group, Inc.	European Community	Chattanooga Europe			Class 11
Chattanooga Group, Inc.	Finland	Colpac	64,214		
Chattanooga Group, Inc.	Finland	Hydrocollator	64,213		
Chattanooga Group, Inc.	France	Colpac	1,569,332		
Chattanooga Group, Inc.	France	Hydrocollator	1,508,805		
Chattanooga Group, Inc.	Germany	Colpac	848,153		
Chattanooga Group, Inc.	Germany	Hydrocollator	848,179		
Chattanooga Group, Inc.	Germany	Triton	1,057,106		
Chattanooga Group, Inc.	Great Britain	Colpac	1,090,743		
Chattanooga Group, Inc.	Great Britain	Hydrocollator	1,090,745		
Chattanooga Group, Inc.	Great Britain	Hycrocollator	1,090,744		Hot Compress
Chattanooga Group, Inc.	Great Britain	Hydrocollator Colpac	1,091,746		
Chattanooga Group, Inc.	Greece	Colpac	68,848		
Chattanooga Group, Inc.	Greece	Hydrocollator	67,535		Electrical Heat Units
Chattanooga Group, Inc.	Greece	Hydrocollator	66,847		Steam Packs
Chattanooga Group, Inc.	Israel	Colpac	50,228		

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods
Chattanooga Group, Inc.	Israel	Hydrocollator	50,227		Compress
Chattanooga Group, Inc.	Israel	Hydrocollator	51,199		Electric Heat Unit
Chattanooga Group, Inc.	Israel	TX	50,229		
Chattanooga Group, Inc.	Italy	Colpac	564,829		
Chattanooga Group, Inc.	Italy	Hydrocollator	560,638		Steampacks
Chattanooga Group, Inc.	Japan	Colpac	1,116,168		
Chattanooga Group, Inc.	Japan	Hydrocollator	1,402,772		
Chattanooga Group, Inc.	Mexico	Hydrocollator	112,278		Dressing, Bandages
Chattanooga Group, Inc.	Mexico	Hydrocollator	179,728		Electrical Heat Unit
Chattanooga Group, Inc.	New Zealand	Hydrocollator	121,885		Electrical Heat Unit
Chattanooga Group, Inc.	New Zealand	Hydrocollator	108,511		Steampacks
Chattanooga Group, Inc.	New Zealand	TX	133,173		
Chattanooga Group, Inc.	Norway	Hydrocollator	74,210		
Chattanooga Group, Inc.	Peru	Chattanooga	038,766		Medical Equipment
Chattanooga Group, Inc.	Peru	Chattanooga	035,248		Pharmaceutical
Chattanooga Group, Inc.	Peru	Chattanooga	035,249		
Chattanooga Group, Inc.	Sweden	Colpac	148,636		Chilling Unit
Chattanooga Group, Inc.	Sweden	Colpac	120,923		Compress
Chattanooga Group, Inc.	Sweden	Hydrocollator	120,715		
Chattanooga Group, Inc.	Sweden	I-Kon	241,773		
Chattanooga Group, Inc.	Switzerland	Colpac	394,139		
Chattanooga Group, Inc.	Switzerland	Hydrocollator	3,394,140		
Chattanooga Group, Inc.	N/A	Accelerator	N/A		
Chattanooga Group, Inc.	N/A	Achiever	N/A		
Chattanooga Group, Inc.	N/A	Accu-Tread	N/A		
Chattanooga Group, Inc.	N/A	boo boo Pac	N/A		
Chattanooga Group, Inc.	N/A	Stylized "C" symbol	N/A		
Chattanooga Group, Inc.	N/A	Carpal Trac	N/A		
Chattanooga Group, Inc.	N/A	Carpal Tunnel Stretch	N/A		
Chattanooga Group, Inc.	N/A	Chatta-boot	N/A		
Chattanooga Group, Inc.	N/A	Chatta-elbow	N/A		
Chattanooga Group, Inc.	N/A	Chatta-grip	N/A		
Chattanooga Group, Inc.	N/A	Chatta-knee	N/A		
Chattanooga Group, Inc.	N/A	Chatta-rest	N/A		
Chattanooga Group, Inc.	N/A	Chattanooga Deluxe Exerciser	N/A		
Chattanooga Group, Inc.	N/A	Chattanooga Exerciser	N/A		
Chattanooga Group, Inc.	N/A	Chattanooga Group	N/A		
Chattanooga Group, Inc.	N/A	Clinical Protocol System	N/A		
Chattanooga Group, Inc.	N/A	Comfort Zone	N/A		
Chattanooga Group, Inc.	N/A	Coolbear	N/A		
Chattanooga Group, Inc.	N/A	Conductor	N/A		
Chattanooga Group, Inc.	N/A	CPS Series	N/A		
Chattanooga Group, Inc.	N/A	Durastim	N/A		
Chattanooga Group, Inc.	N/A	Electronic Signature	N/A		
Chattanooga Group, Inc.	N/A	Ergobasic	N/A		
Chattanooga Group, Inc.	N/A	Ergobench	N/A		
Chattanooga Group, Inc.	N/A	Ergostyle	N/A		
Chattanooga Group, Inc.	N/A	ES2000	N/A		
Chattanooga Group, Inc.	N/A	Fast Bank	N/A		
Chattanooga Group, Inc.	N/A	Gel Medix	N/A		
Chattanooga Group, Inc.	N/A	Handisizer	N/A		
Chattanooga Group, Inc.	N/A	HotPac	N/A		

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods
Chattanooga Group, Inc.	N/A	Occipvot	N/A		
Chattanooga Group, Inc.	N/A	Optiice	N/A		
Chattanooga Group, Inc.	N/A	Optiflex S	N/A		
Chattanooga Group, Inc.	N/A	Oscillation Zone	N/A		
Chattanooga Group, Inc.	N/A	Pillow Perfect	N/A		
Chattanooga Group, Inc.	N/A	Pivotal Therapy System	N/A		
Chattanooga Group, Inc.	N/A	Plynth	N/A		
Chattanooga Group, Inc.	N/A	Pressure Reduction	N/A		
Chattanooga Group, Inc.	N/A	PRII	N/A		
Chattanooga Group, Inc.	N/A	Pro Power Pillow	N/A		
Chattanooga Group, Inc.	N/A	Pron Pillo	N/A		
Chattanooga Group, Inc.	N/A	SPORTPAC	N/A		
Chattanooga Group, Inc.	N/A	Stabilizer	N/A		
Chattanooga Group, Inc.	N/A	Therma-Wrap	N/A		
Chattanooga Group, Inc.	N/A	TRE-CH3	N/A		
Chattanooga Group, Inc.	N/A	Ultra-Myossage	N/A		
Chattanooga Group, Inc.	N/A	Vectra Touch	N/A		
Chattanooga Group, Inc.	N/A	Versabath	N/A		
Chattanooga Group, Inc.	N/A	Wellness 1	N/A		

Trademark Licenses

Name of Agreement	Trademark	Date of Agreement
Agreement between Chattanooga Group, Inc. and Smith & Nephew, Inc.	Kinetic	May 16, 2001
Sales Distribution Agreement between Chattanooga Group, Inc. and Patent/Marketing Concepts, LLC	Versa Bath Seat	January 3, 2001