

3/26/02

04-12-2002



102052624

To the Honorable Commissioner of Patents and Trademarks:

Documents or copy thereof.

1. Name of conveying party(ies):

Encore Medical, L.P.

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

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, 6<sup>th</sup> 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 & TRADEMARKS  
2002 MAR 20 AM 11:22  
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)  
2,201,833

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: 36<sup>th</sup> Floor

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed \$40.00
- 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 TBIAZI 00000001 2201833

DO NOT USE THIS SIGNATURE

1 FC:481

40.00 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  
Name of Person Signing

Signature

3/21/02

Date

Total number of pages comprising cover sheet: 1

# TRADEMARK SECURITY AGREEMENT

(Encore Medical, L.P.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between ENCORE MEDICAL, L.P., a Delaware limited partnership (formerly known as Encore Orthopedics, Inc., herein 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.

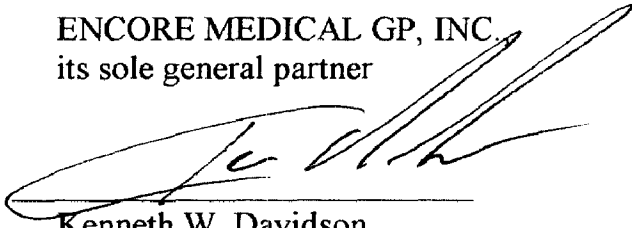
The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which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

ENCORE MEDICAL, L.P.

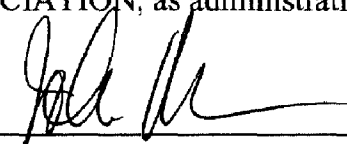
By: ENCORE MEDICAL GP, INC.  
its sole general partner

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 ~~DALLAS~~ TRAVIS )

This instrument was acknowledged before me this 7th day of February, 2002, by Kenneth W. Davidson, as Chief Executive Officer and President of Encore Medical GP, Inc., the sole general partner of Encore Medical, L.P., a Delaware limited partnership, on behalf of such limited partnership, *to be effective as of February 8, 2002.*



Brenda Abbott  
Notary Public in and for  
the State of Texas

My commission expires: 3/9/06

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 DALLAS )

This instrument was acknowledged before me this \_\_\_ day of February, 2002, by Kenneth W. Davidson, as Chief Executive Officer and President of Encore Medical GP, Inc., the sole general partner of Encore Medical, L.P., a Delaware limited partnership, on behalf of such limited partnership.

{Seal}

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

My commission expires: \_\_\_\_\_

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

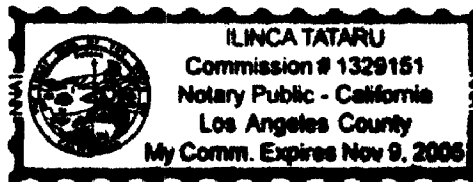
This instrument was acknowledged before me this 6th day of February, 2002, by John C. McNamara, as Vice President of Bank of America, National Association, a national banking association, on behalf of such banking association, *to be effective as of February 8, 2002.*

*Ilina Tataru*

{Seal}

\_\_\_\_\_  
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
Encore Orthopedics, Inc./ BTI	USA	CABLE/ PLATE SYSTEM	74563045/ 1987737	8/19/1994 / 7/16/1996	Int'l Cl 10 – Locking device for repair of bone fractures
Encore Orthopedics, Inc.	USA	STAMINA	75143542/ 2201833	8/1/1996 / 11/3/1998	Int'l Cl 10 – Orthopedic implants
Encore Orthopedics, Inc./ No Record	-	TRUE/LOK			

Trademark Licenses

Name of Agreement	Trademark	Date of Agreement
Distribution Contract between Encore Orthopedics, Inc. and Scient'x	Isolock-Isobar System, Isomorphic Lumbar Spacing Cages, PCB Cervical Plate-Cage System	10/29/1998
Distribution Agreement between Encore Orthopedics, Inc. and Medicea	"PASS" Polyaxial Alternative Spine System and "Medicea"	7/31/2000
Exclusive Distribution and Supply Agreement between Wright Medical Technology, Inc. and Encore Orthopedics, Inc.	WRIGHTLOCK	October 19, 2000