

07-26-2002



Form PTO-1594

(Rev. 03/01)

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TRADEMARKU.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

## 1. Name of conveying party(ies):

Tecnol Medical Products, Inc.  
7201 Industrial Park Boulevard  
Fort Worth, TX 76180

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 7/1/2002

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

Name: Encore Medical Corporation

Internal

Address: \_\_\_\_\_

Street Address: 9800 Metric Boulevard

City: Austin State: TX Zip: 78758

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State \_\_\_\_\_  
☐ Other \_\_\_\_\_

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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 1,012,936

Additional number(s) attached ☐ Yes ☒ No

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

Name: Harry L. Zimmerman

Internal Address: Encore Medical Corporation

Street Address: 9800 Metric Boulevard

City: Austin State: TX Zip: 78758

## 6. Total number of applications and registrations involved: 1

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

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

## 9. Signature.

Harry L. Zimmerman

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 3

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231TRADEMARK  
REEL: 002550 FRAME: 0350

## TRADE-MARK ASSIGNMENT

WHEREAS, TECNOL MEDICAL PRODUCTS, INC. ("TMPI"), a Delaware corporation with offices at 7201 Industrial Park Boulevard, Fort Worth, Texas 76180, ("Assignor") is the owner of the following trademark and registration in the United States of America:

Trademark	Registration No.	Registration Date
WARM 'N FORM	1,012,936	June 10, 1975

WHEREAS, ENCORE MEDICAL CORPORATION ("ENCORE"), a Texas corporation having its principal place of business at 9800 Metric Boulevard, Austin, Texas 78758, ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said trademark, said registration thereof, and the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, effective as of the Effective Date hereof, the parties agree as follows:

1. Assignor hereby transfers, conveys, and assigns to Assignee, and Assignee hereby accepts from Assignor, whatever right, title, and interest, if any, Assignor owns in and to the trademark together with the goodwill associated with the trademark, including all federal and state trademark registrations thereof and applications therefore, as well as all common law rights thereto. Assignee shall have the sole right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said trademark or the registrations thereof or such associated goodwill.
2. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having jurisdiction over the ownership of the trademark.
3. Assignor shall make no further use of the trademark on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the trademark after the date of this Agreement.
4. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives, on this 3rd day of July, 2002, and effective July 1, 2002.

ASSIGNOR:

By: Joanne B. Bauer

Name: Joanne B. Bauer

Title: President, Health Care

ASSIGNEE:

By: [Signature]

Name: Harry C. Zimmerman

Title: VP - General Counsel