

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EMPI CORP.		11/24/2003	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York banking corporation:

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Serial Number:	78215708	ACTIONPATCH
Registration Number:	1951954	ADVANCE DYNAMIC ROM
Registration Number:	2186387	ASSIST
Registration Number:	1345913	BASIX
Registration Number:	2027959	C.E.R.C.
Registration Number:	1453097	COMFORTEASE
Registration Number:	1738987	DUPEL
Registration Number:	2337322	DUPEL B.L.U.E.
Registration Number:	1135049	DYNEX
Registration Number:	1528058	ECLIPSE
Registration Number:	1585476	ECLIPSE+
Registration Number:	1292025	EMPI
Registration Number:	1428276	EMPI
Registration Number:	1292026	EPIX +
Registration Number:	1292027	EPIX

TRADEMARK

REEL: 002777 FRAME: 0072

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OP \$990.00 78215708

Registration Number:	2169128	EPIX VT
Registration Number:	1526708	EPIX XL
Registration Number:	1622277	FOCUS
Registration Number:	2214185	INNOSENSE
Registration Number:	2248905	INNOVA
Registration Number:	1727336	INNOVA
Registration Number:	1340481	LOGIX
Registration Number:	2254314	MINNOVA
Registration Number:	1360375	MULTIFLEX
Registration Number:	1300398	NEURO AID
Registration Number:	1325589	NEURO AID HH
Registration Number:	1419076	NEUROAID 3.5
Registration Number:	1331886	NEUROEASE
Registration Number:	1371165	NEUROPAD
Registration Number:	1379627	PCS
Registration Number:	2133364	RELION
Registration Number:	1289934	RESPOND
Registration Number:	1715418	RESPOND SELECT
Registration Number:	1546273	SNAPEASE
Registration Number:	1383248	SUE
Registration Number:	1383243	THE SOFT TOUCH
Registration Number:	1454089	THE SOFT TOUCH
Registration Number:	2281550	KLEAR-PLAST
Registration Number:	2328294	ORTHOFORM

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-2276
 Email: LBLewy@stblaw.com
 Correspondent Name: Alison Winick, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/0996

NAME OF SUBMITTER: Lea B. Levy

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of November 24, 2003 is made by EMPI CORP., a Minnesota corporation (the "Obligor"), in favor of JPMORGAN CHASE BANK, as administrative agent (in such capacity, the "Administrative Agent") for several banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of November [24], 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among EMPI, INC. ("Holdings"), the Obligor, the Lenders, WACHOVIA BANK, NATIONAL ASSOCIATION, as documentation agent (in such capacity, the "Documentation Agent") and JPMORGAN CHASE BANK, as syndication agent (in such capacity, the "Syndication Agent"), and as Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans (as defined in the Credit Agreement) and other extensions of credit to the Obligor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Holdings, Obligor and certain subsidiaries of the Obligor have executed and delivered a Guarantee and Collateral Agreement, dated as of November 24, 2003, in favor of the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor granted to the Administrative Agent for the ratable benefit of the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Obligor, Obligor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), whether now owned or at any time hereafter acquired by Obligor or in which Obligor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Obligor's Obligations.

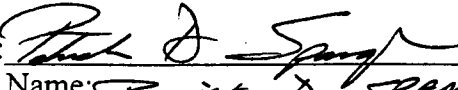
SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EMPI CORP.

By: 
Name: PATRICK D SPANGLER
Title: EVP / CFO

JPMORGAN CHASE BANK,
as Administrative Agent

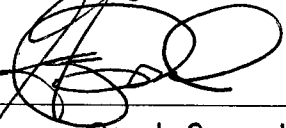
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EMPI. CORP.

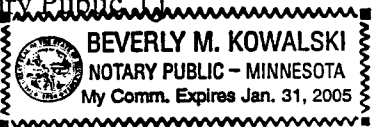
By: _____
Name:
Title:

JPMORGAN CHASE BANK,
as Administrative Agent

By:  _____
Name: Gary L. Spevack
Title: Vice President
JPMorgan Chase Bank

STATE OF Minnesota)
COUNTY OF Ramsey) ss

On the 21st day of November, 2003, before me personally came Patrick Spangler, who is personally known to me to be the EX VP & CFO of EMPI CORP., a Minnesota corporation; who, being duly sworn, did depose and say that she/he is the above named officer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Beverly M. Kowalski
Notary Public


(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
COUNTY OF New York) ss

December

On the 3rd day of ~~November~~, 2003, before me personally came Gary L. Spaevack, who is personally known to me to be the Vice President of JPMORGAN CHASE BANK; who, being duly sworn, did depose and say that she/he is the Vice President in JPMORGAN CHASE BANK; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of JPMORGAN CHASE BANK; and that she/he acknowledged said instrument to be the free act and deed of JPMORGAN CHASE BANK.

Louise Friello
Notary Public
LOUISE FRIELLO
Notary Public, State of New York
No. 01FR5039238
Qualified in Kings County
Certificate Filed in New York County
Commission Expires 2/13/07

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks Registrations and Applications

Trademark	Application or Serial No.
ACTIONPATCH	78/215,708
ADVANCE DYNAMIC ROM	1,951,954
ASSIST	2,186,387
BASIX	1,345,913
C.E.R.C.	2,027,959
COMFORTEASE	1,453,097
DUPEL	1,738,987
DUPEL B.L.U.E.	2,337,322
DYNEX	1,135,049
ECLIPSE	1,528,058
ECLIPSE + (STYLIZED)	1,585,476
EMPI	1,292,025
EMPI (STYLIZED)	1,428,276
EPIX +	1,292,026
EPIX	1,292,027
EPIX VT	2,169,128
EPIX XL	1,526,708
FOCUS	1,622,277
INNOSENSE	2,214,185
INNOVA	2,248,905
INNOVA	1,727,336
LOGIX	1,340,481
MINNOVA	2,254,314
MULTIFLEX	1,360,375
NEURO AID	1,300,398
NEURO AID HH	1,325,589
NEUROAID 3.5 & DESIGN	1,419,076
NEUROEASE	1,331,886
NEUROPAD	1,371,165
PCS AND DESIGN	1,379,627
RELION	2,133,364
RESPOND	1,289,934
RESPOND SELECT	1,715,418
SNAPEASE & DESIGN	1,546,273
SUE	1,383,248

Trademark	Application or Serial No.
THE SOFT TOUCH	1,383,243
THE SOFT TOUCH AND DESIGN	1,454,089
KLEAR-PLAST	2281550
ORTHOFORM	2328294