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04-08-2004

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

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



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

<p>1. Name of conveying party(ies): <u>dj Orthopedics, LLC</u></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Corporation-State of Maryland</p> <p><input checked="" type="checkbox"/> Other: a Delaware limited liability company</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>dj Orthopedics Development Corporation</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>2985 Scott Street</u></p> <p>City: <u>Vista</u> State: <u>CA</u> Zip: <u>92083</u>                      APR 1 2004</p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State of Delaware</p> <p><input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>August 19, 2002</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p>B. Trademark Registration No.(s)</p> <p><u>2112956</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Julie L. Dalke, Esq.</u></p> <p>Internal Address: <u>Latham &amp; Watkins</u></p> <p>Street Address: <u>650 Town Center Drive, Suite 2000</u></p> <p>City: <u>Costa Mesa</u> State: <u>CA</u> Zip: <u>92626</u></p>	<p>6. Total number of applications and registrations involved: ..... : 1</p> <p>7. Total fee (37 CFR 3.41) ..... \$40.00</p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number</p> <p>_____ (Attach duplicate copy of this page if paying by deposit account)</p>

DO NOT USE THIS SPACE

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.*

\_\_\_\_\_  
Name of Person Signing

anna kwan  
Signature

\_\_\_\_\_  
Date

March 30, 2004

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

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TRADEMARK  
REEL: 002945 FRAME: 0094

**TRADEMARK ASSIGNMENT**

This Trademark Assignment Agreement, dated as of August 19, 2002, by and between and DJ Orthopedics, LLC, a Delaware limited liability company, with its principal office at 2985 Scott Street, Vista, CA 92083 (hereinafter referred to as "Assignor") and and dj Orthopedics Development Corporation a Delaware corporation, with its principal office at 2985 Scott Street, Vista, CA 92083 (hereinafter referred to as "Assignee").

WHEREAS, pursuant to the Stock and Asset Purchase Agreement dated April 1, 2002, between Assignor and Assignee (as amended by Amendment No. 1, dated as of the date hereof, the "Purchase Agreement"), Assignor assigned to Assignee all right, title and interest as Assignor may have possessed in and to the trademark registration listed in Exhibit A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (the "Registration")

WHEREAS, Assignor is and hereby represents and warrants that, prior to the effectiveness of the Stock and Asset Purchase Agreement, it had adopted, used, was using, and was, to the best of its knowledge and belief, the owner of the Registration;

WHEREAS, Assignor has acquired goodwill associated with and symbolized by the Registration and has not abandoned it; and

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby acknowledges that it sold, assigned and transferred to Assignee, all right, title and interest in and to the Registration, together with the goodwill symbolized by said Registration.

2. This Agreement (including all exhibits attached thereto) and the Purchase Agreement contain all of the agreements among the parties hereto with respect to the subject matter and supersede all prior agreements or understandings, whether written or oral, among the parties with respect to such subject matter.

**DJ ORTHOPEDICS, LLC**  
a Delaware limited liability company

Executed at Vista, CA, this 24 day of January, 2004.

By: *Donald M. Roberts*  
Name: Donald M. Roberts  
Title: Vice President

**DJ ORTHOPEDICS DEVELOPMENT CORPORATION**  
a Delaware corporation

Executed at Vista CA, this 24 day of January, 2004.

By: *Donald M. Roberts*  
Name: Donald M. Roberts  
Title: Vice President

Exhibit A

Country	Mark	Registration. No.
United States	MC WALKER	2,112,956