

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Osteoimplant Technology, Inc.		02/22/2005	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Encore-OTI Acquisition, LLC		
Street Address:	9800 Metric Boulevard		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78758		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2755989	OTI OSTEOIMPLANT TECHNOLOGY, INC.	
Registration Number:	2503433	VARILIFT	
Serial Number:	76627824	CLP	
CORRESPONDENCE DATA			
Fax Number:	(512)391-2122		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	512-236-2357		
Email:	shunter@jw.com		
Correspondent Name:	Sheri R. Hunter, Esq.		
Address Line 1:	100 Congress Avenue		
Address Line 2:	Suite 1100		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Sheri R. Hunter		
Signature:	/Sheri R. Hunter/		

CH \$90.00 2755989

Date:

05/13/2005

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "**Assignment**") is effective as of this 22nd day of February, 2005, by and between Osteoimplant Technology, Inc., a New Jersey corporation having a principal place of business at 11201 Pepper Road, Hunt Valley, Maryland 21031 (the "**ASSIGNOR**") and Encore-OTI Acquisition LLC, a Nevada limited liability company having a principal place of business at c/o Encore Medical Corporation, 9800 Metric Boulevard, Austin, Texas 78758 (the "**ASSIGNEE**").

WHEREAS, ASSIGNOR is, to the best of its knowledge and belief, the owner of the U.S. and foreign trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and any and all other rights appurtenant thereto, including, but not limited to, any and all common law rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "**Trademarks**");

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal and state trademark applications and registrations relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "**Applications/Registrations**");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademarks and Applications/Registrations; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and the Applications/Registrations.

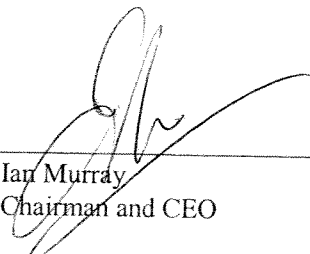
NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks set forth in Schedule A and the Applications/Registrations set forth in Schedule B, and any and all other rights appurtenant thereto, including, but not limited to, the goodwill associated therewith, and any and all common law rights, causes of action, and the right to recover for past infringement.

ASSIGNOR agrees to communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Trademarks and the Applications/Registrations, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths and generally do everything reasonably possible to aid ASSIGNEE, its successors, legal representatives and assigns, in obtaining and enforcing proper trademark protection for the Trademarks in all countries.

Executed at Austin, Texas, this 22nd day of February, 2005.

Osteoimplant Technology, Inc.,
a corporation having a principal place of business at 11201 Pepper Road, Hunt Valley, Maryland 21031

By: _____

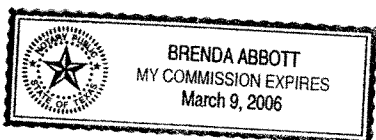

Ian Murray
Chairman and CEO

STATE OF Texas
) ss.
COUNTY OF Travis

On Feb. 22 2005, before me, Brenda Abbott, personally appeared Ian Murray personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that HE executed the same in HIS authorized capacity(ies), and that by HIS signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Brenda Abbott
Signature

SCHEDULE A TO TRADEMARK ASSIGNMENT

Trademarks:

1. OTI Osteoimplant Technology, Inc.
2. CLP
3. VariLink
4. LSF
5. ALFA
6. MJS
7. MAPS
8. VariLift

SCHEDULE B TO TRADEMARK ASSIGNMENT

U.S. Federal Trademark Registrations:

<u>MARK</u>	<u>REG. NO.</u>	<u>ISSUE DATE</u>	<u>INTL. CLASS</u>
OTI Osteoimplant Technology, Inc.	2755989	8/26/03	10
VariLift	2503433	11/6/01	10

Foreign Trademark Registrations:

<u>MARK</u>	<u>REG. NO.</u>	<u>ISSUE DATE</u>	<u>INTL. CLASS</u>
SEE ATTACHED SCHEDULE.			

U.S. Federal Trademark Applications:

<u>MARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
CLP	76627824	1/13/05	10

Foreign Trademark Applications:

<u>MARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
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Trademark Status Report

Case Number	Trademark Name	Class	Country	Status	Application Number	Filing Date	Reg Number	Reg Date	Renewal Date
CAGECON.018T	VARLIFT	10	US	Registered	75/639233	2/8/1999	2503433	11/6/2001	11/6/2011
CAGECON.018WCA	VARLIFT		CA	Abandoned	1022247	7/14/1999			
CAGECON.018WEU	VARLIFT		EU	Registered	1241140	7/14/1999	1241140	10/10/2000	7/14/2009
CAGECON.018WIL	VARLIFT	10	IL	Registered	129299	7/21/1999	129299	6/6/2000	7/21/2006
CAGECON.018WJP	VARLIFT	10	JP	Registered	51265/199	6/11/1999	4435701	11/24/2000	11/24/2010
CAGECON.018WZA	VARLIFT	10	ZA	Registered	99/03306	3/2/1999	99/03306	3/4/2002	3/2/2009