

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ASFS Acquisition Corp.		02/22/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Encore-OTI Acquisition, LLC		
<b>Street Address:</b>	9800 Metric Boulevard		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78758		
<b>Entity Type:</b>	Limited Liability Company: NEVADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1819826	VARIFIX	
<b>Registration Number:</b>	2022150	VARIGRIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(512)391-2122		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	512-236-2357		
<b>Email:</b>	shunter@jw.com		
<b>Correspondent Name:</b>	Sheri R. Hunter, Esq.		
<b>Address Line 1:</b>	100 Congress Avenue		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>NAME OF SUBMITTER:</b>	Sheri R. Hunter		
<b>Signature:</b>	/Sheri R. Hunter/		
<b>Date:</b>	05/13/2005		

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**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (hereinafter referred to as "**Assignment**") is effective as of this 22<sup>nd</sup> day of February, 2005, by and between ASFS Acquisition Corp., a Delaware 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.

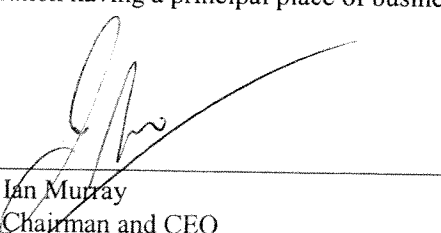
NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks set forth in Schedule A and the Applications/Registrations set 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 22<sup>nd</sup> day of February, 2005.

ASFS Acquisition Corp.,  
a corporation having a principal place of business at 11201 Pepper Road, Hunt Valley, Maryland 21031

By: \_\_\_\_\_

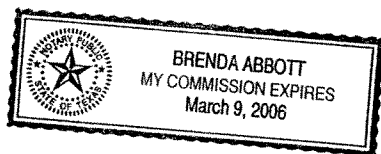
  
Ian Murray  
Chairman and CEO

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. VARIFIX
2. VARIGRIP
3. VARILIFT

**SCHEDULE B TO TRADEMARK ASSIGNMENT**

SEE ATTACHED SCHEDULE.

**Osteoimplant Technology, Inc.  
ASFS Acquisition Corp. Trademarks**

MARK	COUNTRY	REG. NO.	ISSUE DATE	CPH DOCKET	OWNER OF RECORD	NOTES
VARIFIX	United States	1819826	2/8/1994	25422-USA	ASFS Acquisition Corp.	RENEWAL DUE 02/08/2014
VARIFIX	Austria	162042	1/24/1996	25422-AUR	Advanced Spine Fixation Systems, Inc.	RENEWAL DUE 01/31/2006
VARIFIX	Benelux	574054	5/2/1996	25422-BEN	Advanced Spine Fixation Systems, Inc.	RENEWAL DUE 04/21/2005
VARIFIX	Canada	499055	8/24/1998	25422-CAN	Advanced Spine Fixation Systems, Inc.	RENEWAL DUE 08/24/2013
VARIFIX	United Kingdom	2040700	7/19/1996	25422-ENG	Advanced Spine Fixation Systems, Inc.	RENEWAL DUE 10/10/2005
VARIFIX	France	95/568403	9/22/1995	25422-FRA	Advanced Spine Fixation Systems, Inc.	RENEWAL DUE 04/19/2005
VARIFIX	Germany	39517089	3/28/1996	25422-GER	Advanced Spine Fixation Systems, Inc.	RENEWAL DUE 04/30/2005
VARIFIX	Italy	717055	7/16/1997	25422-ITA	Advanced Spine Fixation Systems, Inc.	RENEWAL DUE 05/03/2005
VARIFIX	Japan	3317790	5/30/1997	25422-JPN	Advanced Spine Fixation Systems, Inc.	RENEWAL DUE 05/30/2007
VARIFIX	Korea	369078	7/16/1997	25422-KOR	Advanced Spine Fixation Systems, Inc.	RENEWAL DUE 07/16/2007
VARIFIX	Switzerland	451279	5/6/1998	25422-SWI	Advanced Spine Fixation Systems, Inc.	RENEWAL DUE 09/15/2005
VARIGRIP	United States	2022150	12/10/1996	29272-USA	ASFS Acquisition Corp.	RENEWAL DUE 12/10/2006
VARIGRIP	California	100945	3/15/1996	29272-CA	Advanced Spine Fixation Systems, Inc.	RENEWAL DUE 03/15/2006

**Osteoimplant Technology, Inc.  
ASFS Acquisition Corp. Trademarks**

MARK	COUNTRY	REG. NO.	ISSUE DATE	CPH DOCKET	OWNER OF RECORD	NOTES
VARIGRIP	Australia	748044	6/26/1998	29272-AUS	Advanced Spine Fixation Systems, Inc.	RENEWAL DUE 11/06/2007
VARIGRIP	Benelux	630911	1/12/1998	29272-BEN	Advanced Spine Fixation Systems, Inc.	RENEWAL DUE 11/05/2007
VARIGRIP	United Kingdom	2150064	5/15/1998	29272-ENG	Advanced Spine Fixation Systems, Inc.	RENEWAL DUE 11/05/2007
VARIGRIP	Germany	39753037	1/21/1998	29272-GER	Advanced Spine Fixation Systems, Inc.	RENEWAL DUE 11/30/2007
VARIGRIP	Greece	135148	6/17/1999	29272-GRE	Advanced Spine Fixation Systems, Inc.	RENEWAL DUE 11/18/2007
VARIGRIP	Israel	115761	11/4/1998	29272-ISR	Advanced Spine Fixation Systems, Inc.	RENEWAL DUE 11/06/2018
VARIGRIP	Japan	4244651	2/26/1999	29272-JPN	Advanced Spine Fixation Systems, Inc.	RENEWAL DUE 02/26/2009
VARIGRIP	Spain	2030943	6/20/1997	29272-SPA	Advanced Spine Fixation Systems, Inc.	RENEWAL DUE 05/27/2006