

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Release and Reassignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Antares Capital Corporation		08/10/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royce Medical Company		
<b>Street Address:</b>	742 Pancho Road		
<b>City:</b>	Camarillo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93012		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1600644	CENTEC ORTHOPAEDICS	
Registration Number:	1598419	LACE LOCK	
Registration Number:	1596197	ECLIPSE	
Registration Number:	1598421	PONY	
Registration Number:	1787438	THERA BACK	
Registration Number:	1787437	TRI BACK	
Registration Number:	1746973	EQUALIZER	
Registration Number:	1903481	NEO-MAX	
Registration Number:	1832086	EQUALIZER AIR WALKER	
Registration Number:	1457809	ROYCE MEDICAL PRODUCTS	
Registration Number:	1828838	AIR WALKER	
Registration Number:	1870451	NEOFORM	
Registration Number:	2012368	FORM FIT	
Registration Number:	2154085	PROPOINT	

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**TRADEMARK**  
**REEL: 003142 FRAME: 0575**

Registration Number:	2104199	AIR FORM
Registration Number:	2431977	EXOFORM
Registration Number:	2505326	TECHFORM
Registration Number:	2670156	EXOLITE
Registration Number:	2716418	FLEX EDGE
Registration Number:	2032071	
Serial Number:	76362131	ROYCE MEDICAL
Serial Number:	76464717	AIRFORM STIRRUP
Serial Number:	76477345	AIRFORM ANKLE STIRRUP
Serial Number:	75828738	FAST CAST

#### CORRESPONDENCE DATA

Fax Number: (212)969-2900

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212.969.4138

Email: jarias@proskauer.com

Correspondent Name: Juan C. Arias

Address Line 1: 1585 Broadway

Address Line 2: Proskauer Rose LLP

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Juan C. Arias
Signature:	/Juan C. Arias/
Date:	08/17/2005

#### Total Attachments: 6

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## **TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of August 10, 2005, by ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent ("Agent").

### **WITNESSETH:**

WHEREAS, Agent and Royce Medical Company, a Delaware corporation ("Borrower"), are parties to that certain Trademark Security Agreement dated as of July 11, 2003 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement), pursuant to which Borrower granted a security interest to Agent in, and a collateral assignment to Agent of, among other things, the Released Trademarks (as such term is defined below) as security for certain obligations owing by Borrower and certain of its affiliates to the financial institutions (collectively, the "Lenders") from time to time party to that certain Credit Agreement dated as of July 11, 2003, as amended, restated, supplemented or otherwise modified from time to time, by and among Borrower, Agent and the Lenders; and

WHEREAS, the Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on July 17, 2003, at Reel 002784, Frame 0250; and

WHEREAS, Borrower has requested that Agent release its security interest in the Released Trademarks and reassign the same to Borrower.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged:

1. Agent hereby releases its security interest in all of Borrower's right, title and interest in and to all of the following:

(a) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto (collectively, the "Released Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Released Trademark;

(b) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and


(c) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future (a) infringement or dilution of any Released Trademark and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Released Trademark or Trademark licensed under any Trademark license.

2. Agent hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Released Trademarks, and the goodwill of Borrower's business connected with the use of and symbolized by the Released Trademarks.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

**ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Agent

By:   
Name: Chester R. Zava  
Title: Director

**EXHIBIT A**

**Released Trademarks**

SEE ATTACHED

Registered Trademarks:

DOCKET #	DESCRIPTION	COUNTRY	Registered #	Date Granted
US				
000-016	Centec Orthopaedics	US	1,600,644	1990
000-017	Lace-Lock	US	1,598,419	1990
000-032	Eclipse	US	1,596,197	1990
000-072	Pony	US	1,598,421	1990
000-093	Thera Back	US	1,787,438	1993
000-094	Tri Back	US	1,787,437	1993
000-095	Equalizer	US	1,746,973	1993
000-113	Neomax	US	1,903,481	1995
000-120	Equalizer Air Walker	US	1,832,086	1994
000-125	Royce Medical Products	US	1,457,809	1987
000-132	Air Walker	US	1,828,838	1994
000-134	Neoform	US	1,870,451	1994
000-157	Formfit	US	2,012,368	1996
000-191	Propoint	US	2,154,085	1998
000-196	Airform	US	2,104,199	1997
000-204	Double Parenthesis Type Design	US	2,032,071	1997
000-246	Exoform	US	2,431,977	2001
000-287	Techform	US	2,505,326	2001
000-288	Fast Cast	US	001638550	2002
000-303	Flex Edge	US	2,716,418	2003
000-326	Exolite	US	2,670,156	2002
FOREIGN				
000-016	Centec Orthopaedics	Japan	2,488,970	1992
000-017	Lace-Lock	Japan	2,488,969	1992
000-021	Equalizer	Germany	1181083	1991
000-021	Equalizer	Italy	5175 2002 RM	2002
000-032	Eclipse	Canada	391475	1991
000-032	Eclipse	Japan	2,488,968	1992
000-032	Eclipse	Spain	1288727M7	1990
000-032	Eclipse	United Kingdom	1365694	1991
000-072	Pony	Canada	386,762	1991
000-072	Pony	Switzerland	399,233	1992
000-093	Thera Back	France	92418881	1992
000-093	Thera Back	Germany	2052836	1993
000-093	Thera Back	Italy	2980 2002 RM	2002
000-094	Tri Back	Germany	2050584	1993
000-094	Tri Back	Italy	3110 2002 RM	2002
000-157	Formfit	United Kingdom	2004886	1994
000-287	Techform	Community Trademark	001638535	2001
000-287	Techform	Japan	4451715	2001
000-287	Techform	Canada	569,226	2002
000-288	Fastcast	Japan	4,466,272	2001
000-288	Fastcast	Canada	569,226	2002
000-328	Royce Logo	Japan	4,632,709	2002

Pending Trademark/Service Mark Applications:

Trademark	Country/State	App. Date App. No.	Status
Royce Logo (Stylized Design of Two Waves)	Australia	06/17/2002 916609	Pending
Royce Logo (Stylized Design of Two Waves)	Canada	06/13/2002 1143945	Pending
Royce Logo (Stylized Design of Two Waves)	China	7/17/2002 3245424	Pending
Royce Logo (Stylized Design of Two Waves)	Community Trademark	6/13/2002 002823649	Pending
Royce Medical	United States of America	1/23/2002 76/362,131	Pending
Royce Medical	Australia	6/17/2002 916610	Pending
Royce Medical	Canada	6/10/2002 1143558	Pending
Royce Medical	Community Trademark	6/25/2002 002747509	Pending
Airform Stirrup	United States of America	11/6/2002 76/464,717	Pending
Airform Stirrup	Canada	5/6/2003 117701800	Pending
Airform Stirrup	Community Trademark	5/6/2003 3156437	Pending
Airform Ankle Stirrup	United States of America	12/20/2002 76/477,345	Pending
Exoform	Community Trademark	1/18/2002 002540136	Pending Published
Exoform	Japan	1/21/2002 2002-3237	Pending
Fast Cast	Canada	4/25/2000 105639600	Pending
Fast Cast	United States of America	10/22/1999 75/828,738	Pending Allowed
Royce Logo (Stylized Design of Two Waves)	Australia	6/13/2002 002823649	Pending

Licensed Intellectual Property:

1. Exclusive License, Supply and Distribution Agreement between Organogenesis Inc. and the Company dated December 18, 2000, as amended October 15, 2001 and July 15, 2002

Exceptions to representations and warranties contained in Section 3.17 of the Credit Agreement

- (i) In October 2001, BSN Medical, Inc. ("BSN") filed a claim against the Company challenging the validity of the Company's U.S. Patent No. 4,928,678 ("Soft-Goods Type, Formable Orthopedic Cast") after the Company claimed infringement by BSN. The parties settled this matter in September 2002.
- (ii) Non-Exclusive Licensing Agreement between the Company and EBI, L.P. (f/k/a Kirschner Medical Corporation) dated April 28, 1994, as amended December 1, 2000.

- (iii) In January 2002, the Company granted Medical Technology Inc. a limited, royalty bearing license with respect to the Company's U.S. Letters Patent No. 5,464,385 ("Walker With Open Heel").
- (iv) In August 1999, the Company filed an infringement complaint against Bledsoe Brace Systems and Medical Technology Inc. related to the Company's U.S. Letters Patent No. 5,464,385 ("Walker With Open Heel"). The parties settled the matter in January 2002.
- (v) In February 2002, after the Company claimed that Sroufe Healthcare Products ("Sroufe") was infringing on the Company's U.S. Patent #RE35113 ("Orthopedic Gel Pad Assembly"), the parties agreed that Sroufe would license the patent at a 5% royalty rate. The Company has sent a draft of a Letter License Agreement to Mr. Sroufe to memorialize this agreement, but it has not been executed.
- (vi) The Company believes that dj Orthopedics, Inc. may currently have a product that infringes on the Company's "Airwalker" product. No claim has been brought.