

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	08/16/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BHK Holding		08/16/2005	COMPANY: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	ArthroCare Corporation		
Street Address:	111 Congress Avenue, Suite 510		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2862492	GEL KNIT	
Registration Number:	2660280	RAPID RHINO	
Registration Number:	2674956		
CORRESPONDENCE DATA			
Fax Number:	(408)530-9143		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(408) 735-6323		
Email:	rbatt@arthrocare.com		
Correspondent Name:	Richard R. Batt		
Address Line 1:	680 Vaqueros Avenue		
Address Line 4:	Sunnyvale, CALIFORNIA 94085		
NAME OF SUBMITTER:	Richard R. Batt		
Signature:	/rickbatt/		

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TRADEMARK
REEL: 003155 FRAME: 0246

Date:

09/08/2005

Total Attachments: 7

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**ASSIGNMENT OF TRADEMARKS, TRADEMARK
APPLICATIONS AND TRADEMARK REGISTRATIONS**

THIS ASSIGNMENT OF TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK REGISTRATIONS (this "**Assignment**") is made this 16th day of August, 2005, by BHK Holding, a company organized under the laws of the Cayman Islands ("**Seller**").

W I T N E S S E T H:

WHEREAS, Seller is the sole owner of the entire worldwide right, title and interest in, to and under the trademarks and any registrations and applications therefor as listed in Schedule A (whether or not registered) in the United States and all other nations throughout the world, including all variations, derivations, combinations, registrations and applications for registration of the foregoing and all goodwill associated therewith; all rights in all of the foregoing provided by treaties, conventions and common law and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing (collectively the "**Trademarks**");

WHEREAS, ArthroCare Corporation, a Delaware corporation ("**Buyer**") is desirous of acquiring the entire worldwide right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement of even date herewith (the "**Agreement**") between Seller, Buyer and the other parties thereto, Seller and Buyer, intending to be legally bound, agree as follows:

1. Seller hereby transfers, conveys and assigns to Buyer, the entire right, title and interest in and to the Trademarks and any common law or copyright rights relating to the Trademarks, together with the goodwill of the business in which each Trademark is used, or with that part of the goodwill of the business connected with the use of and symbolized by each Trademark, and the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or passing off or dilution of or damage or injury to the Trademarks or such represented goodwill.

2. Seller will neither use nor attempt to register any Trademark or any confusingly similar mark thereto. Seller shall not oppose, attempt to cancel or in any way challenge any applications or registrations for or Buyer's rights in and to the Trademarks or any substantially similar trademarks and service marks.

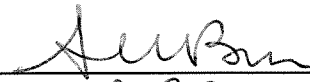
3. Seller agrees that, upon request it will, at any time without charging a fee to Buyer but at Buyer's expense for any reasonable costs incurred, furnish all necessary documentation relating to or supporting chain of title and to confirm Buyer's ownership of all right, title, and interest in and to the Trademarks, provide testimony at any time in connection with any proceedings affecting the right, title, interest or benefit of Buyer in, to or under the Trademarks and sign and deliver all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title to the Trademarks in Buyer, its successors, assigns and legal

representatives or nominees. In the event Seller fails to execute such documentation after a reasonable amount of time, Seller hereby appoints Buyer with full and complete authority and power of attorney to act in the stead of Seller and to execute and record as its attorney-in-fact such transfer documentation.

4. Nothing herein shall effect, or be deemed to affect, the representations, warranties, covenants, and indemnities contained in the Agreement.

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed as of the date first set forth above.

BHK HOLDING

By: 
Name: A. B. BUEH
Title: DIRECTOR

STATE OF Florida)
COUNTY OF Hillsborough) ss.:

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared A. Bauer, the President and Chief Executive Officer of BAK Holding, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such Corporation, and that s/he executed the same for and as the act of such Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of August 2005.

Glenda N. Walker





Name:
Notary Public



Glenda N. Walker
Commission #DD328236
Expires: Jun 13, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

SCHEDULE A

Trademark	Registration No.	Registration Date	Country
GEL KNIT (Series of 2)	2305478	14.04.03	Cayman Islands (Class 5 and Class 10)
GEL KNIT	2777522	16.07.02	Community (Class 5 and Class 10)
GEL KNIT (Series of 2)	2305478	17.07.02	UK (Class 5 and Class 10)
GEL KNIT	2862492	13.07.04	USA (Class 5 and Class 10)
RAPID RHINO	2276774	22.04.02	Cayman Islands (Class 10)
RAPID RHINO	1721125	23.06.00	Community (Class 10)
RAPID RHINO	2276774	01.08.01	UK (Class 10)
RAPID RHINO	2660280	10.12.02	USA (Class 10)

RAPID-PAK	2337267	11.03.04	Cayman Islands (Class 5 and Class 10)
RAPID-PAK (Series of 3)	2337267	09.07.03	UK (Class 5 and Class 10)
RHINO HEAD LOGO 	2294014	16.09.02	Cayman Islands (Class 10)
RHINO HEAD LOGO 	2773703	11.07.02	Community (Class 10)
RHINO HEAD LOGO 	2294014	27.02.02	UK (Class 10)
RHINO HEAD LOGO 	2674956	14.01.03	USA (Class 10)

SINU-KNIT	3281177	11.07.03	Community (Class 5)
SINU-KNIT (Series of 3)	2337266	Abandoned	UK (Class 5)