

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse First Boston, as Second Lien Collateral Agent		04/07/2006	Bank:

RECEIVING PARTY DATA

Name:	AIRCAST LLC
Street Address:	92 River Road
City:	Summit
State/Country:	NEW JERSEY
Postal Code:	07901
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	76524155	AIR-STIRRUP CLASSIC
Serial Number:	76524158	AIR-STIRRUP LIGHT
Serial Number:	76524154	AIR-STIRRUP UNIVERSE
Registration Number:	1551788	AIRCAST
Registration Number:	1464456	AIRCAST
Registration Number:	1499408	AIRCAST
Serial Number:	76547825	AIRGO
Serial Number:	76508956	AIRHEEL
Registration Number:	2482969	AIR-LIMB
Registration Number:	2443171	AIRSPORT
Registration Number:	1158974	AIR-STIRRUP
Registration Number:	2351023	ARTERIALFLOW
Registration Number:	1851920	AUTOCHILL

CH \$540.00 76524155

Registration Number:	2048803	CRYO/CUFF
Serial Number:	76589408	CRYO/CUFF
Registration Number:	2004702	EDEMAFLOW
Registration Number:	2439210	ROLIMETER
Registration Number:	1591876	SPORT STIRRUP
Serial Number:	78219590	SPORT STIRRUP
Registration Number:	1902144	VENAFLOW
Registration Number:	2477373	

CORRESPONDENCE DATA

Fax Number: (415)393-2286
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-229-8462
Email: diane.lambillotte@bingham.com
Correspondent Name: Diane M. Lambillotte, Bingham McCutchen
Address Line 1: Three Embarcadero Center
Address Line 4: San Francisco, CALIFORNIA 94111-4067

ATTORNEY DOCKET NUMBER:	3204248001-0000318250
NAME OF SUBMITTER:	Mary Dougherty
Signature:	/Mary Dougherty/
Date:	04/17/2006

Total Attachments: 13
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TERMINATION AND RELEASE AGREEMENT dated as of April 7, 2006 (this "**Agreement**"), by and among AIRCAST LLC (formerly known as AI Asset Acquisition Company LLC), a Delaware limited liability company (the "**Borrower**"), AIRCAST HOLDING COMPANY LLC (formerly known as AI Holding Company LLC), a Delaware limited liability company ("**Holdings**") and, together with the Borrower, the "**Loan Parties**"), CREDIT SUISSE (formerly known as Credit Suisse First Boston) ("**CS**"), as administrative agent (in such capacity, the "**First Lien Administrative Agent**") and collateral agent (in such capacity, the "**First Lien Collateral Agent**") for the First Lien Lenders party to the First Lien Credit Agreement referred to below and CS, as administrative agent (in such capacity, the "**Second Lien Administrative Agent**") and collateral agent (in such capacity, the "**Second Lien Collateral Agent**") for the Second Lien Lenders party to the Second Lien Credit Agreement referred to below.

A. Reference is made to (a) the First Lien Credit Agreement dated as of December 7, 2004 (as amended, the "**First Lien Credit Agreement**"), among the Borrower, Holdings, the lenders from time to time party thereto (the "**First Lien Lenders**"), the First Lien Administrative Agent and the First Lien Collateral Agent, (b) the Second Lien Credit Agreement dated as of December 7, 2004 (as amended, the "**Second Lien Credit Agreement**" and, together with the First Lien Credit Agreement, the "**Credit Agreements**"), among the Borrower, Holdings, the lenders from time to time party thereto (the "**Second Lien Lenders**" and, together with the First Lien Lenders, the "**Lenders**"), the Second Lien Administrative Agent and the Second Lien Collateral Agent, and (c) the agreements that were executed in connection with and in furtherance of each of the Credit Agreements, including, but not limited to, the agreements set forth on Schedule I hereto (together with the Credit Agreements, the "**Loan Documents**"). Capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreements or the other Loan Documents, as applicable.

B. The Borrower has advised the First Lien Administrative Agent and the Second Lien Administrative Agent (collectively, the "**Administrative Agents**" and, together with the Collateral Agents, the "**Agents**") and the Lenders that the Borrower intends to repay all amounts outstanding under the Credit Agreements with proceeds from a new senior credit facility (the "**New Facility**") with Wachovia Bank, National Association, as administrative agent (in such capacity, the "**New Agent**") and has requested that the Administrative Agents provide the Borrower with appropriate pay-off figures for the principal, interest, fees and other amounts owed by the Borrower to the Administrative Agents and the Lenders under the Credit Agreements and to release and terminate all guarantees, security interests and Liens that the Loan Parties have granted to each Collateral Agent, for such Collateral Agent's benefit and for the benefit of the applicable Secured Parties, pursuant to the Credit Agreements and the other Loan Documents.

C. Subject to the terms of this Agreement, each Agent, on behalf of itself and the applicable Secured Parties, has agreed (a) to terminate the Loan Documents and all guarantees made and Liens created thereunder in favor of the applicable Collateral Agent, for such Collateral Agent's benefit and for the benefit of the applicable Secured Parties, and (b) to release all right, title and interest in and to the properties and rights of the Loan Parties granted, pledged, mortgaged, conveyed or otherwise transferred to such Collateral Agent, for such Collateral Agent's benefit and for the benefit of the applicable Secured Parties, under the Loan Documents as collateral to secure the Obligations of the Loan Parties under the Loan Documents (such properties and rights referred to as the "*Collateral*").

D. Subject to the terms of this Agreement, each Collateral Agent, on behalf of itself and the applicable Secured Parties, has agreed that it will execute and deliver the relevant Release Documents (as defined below), together with such additional documents as may be reasonably necessary or desirable to effect such release.

Accordingly, each Loan Party and each Agent, on behalf of itself and the applicable Secured Parties, hereby agrees as follows:

SECTION 1. Release of Liens; Payment. The Agents hereby agree that promptly upon CS's receipt of the payments in full in immediately available funds pursuant to a transfer by Federal wires (a) to the First Lien Administrative Agent's account set forth below of \$45,346,722.72 (the "*First Lien Payoff Amount*") and (b) to the Second Lien Administrative Agent's account set forth below of \$40,460,273.97 (the "*Second Lien Payoff Amount*") and, together with the First Lien Payoff Amount, the "*Payoff Amounts*"), representing, in aggregate, all amounts owing under the Loan Documents as of 2:00 p.m. (New York City time) on April 7, 2006, including, without limitation, any and all amounts of principal, interest to date, fees, prepayment premiums, penalties, if any, costs of counsel and indemnity amounts and expense reimbursement (all as set forth in detail on Schedule II hereto) (other than possible breakage costs which may be invoiced at a later date (the "*Excluded Breakage Costs*") and obligations which by the terms of the Loan Documents expressly survive (together with the Excluded Breakage Costs, the "*Excluded Amounts*")), (a) all of the right, title and interest (including, without limitation, Liens and security interests) of each Collateral Agent and the applicable Secured Parties in and to all of the Collateral in which any Loan Party granted in favor of such Collateral Agent, for such Collateral Agent's benefit and for the benefit of the applicable Secured Parties, all Liens and security interests pursuant to the Loan Documents, and all guarantees given by the Loan Parties under the Loan Documents, shall automatically be released and terminated and (b) such Collateral Agent shall promptly deliver to the Borrower (or its designee, for which purpose the Borrower hereby designates the New Agent) all of the tangible Collateral in its possession.

The First Lien Administrative Agent's account number for purposes of receiving the First Lien Payoff Amount pursuant to this Section is:

The Bank of New York
ABA No. 021000018

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TRADEMARK
REEL: 003291 FRAME: 0365

Account No.: 8900492627
Account Name: CS Agency Cayman
ATTN: Greg Richards
Reference: Aircast First Lien

The Second Lien Administrative Agent's account number for purposes of receiving the Second Lien Payoff Amount pursuant to this Section is:

The Bank of New York
ABA No. 021000018
Account No.: 8900492627
Account Name: CS Agency Cayman
ATTN: Greg Richards
Reference: Aircast Second Lien

Each of the Payoff Amounts has been calculated assuming payment on April 7, 2006 (the "**Payoff Date**"). If the Payoff Amounts are not paid to the Administrative Agents as provided above by 3:00 p.m. (New York City time) on the Payoff Date, (a) the First Lien Payoff Amount shall be recalculated to reflect changes thereto, including additional interest in the amount of \$11,859.62 per day and (b) the Second Lien Payoff Amount shall be recalculated to reflect changes thereto, including additional interest in the amount of \$15,068.49 per day, in each case for each day after the Payoff Date, and the Borrower further agrees to pay any and all reasonable legal fees and expenses incurred by counsel to any Agent in connection with this Agreement and the termination of the Credit Agreements and the other Loan Documents, including those amounts which may be billed after the Payoff Date.

SECTION 2. Delivery and Release of Collateral. Upon the receipt by CS of the Payoff Amounts, (a) this Agreement shall constitute each Agent's signed or otherwise authenticated authorization for each Loan Party (or the designee of any Loan Party, including counsel to any Loan Party or counsel to CS) to file Uniform Commercial Code termination statements for those Uniform Commercial Code filings listed on Schedule III hereto and (b) the following documents (the "**Release Documents**") shall be promptly executed and/or delivered to the Borrower (or its designee, for which purpose the Borrower hereby designates the New Agent) and, upon such execution and/or delivery, the Agents authorize the Borrower or such designee to file any of the foregoing (as applicable):

- (a) releases of each of the mortgages and deeds of trust granted to each Collateral Agent, for such Collateral Agent's benefit and for the benefit of the applicable Secured Parties, by any Loan Party;
- (b) any and all securities pledged to each Collateral Agent, for such Collateral Agent's benefit and for the benefit of the applicable Secured

Parties, by any Loan Party pursuant to the Credit Agreements or any other Loan Document; and

- (c) releases and/or terminations of the Liens and security interests held by each Collateral Agent, for such Collateral Agent's benefit and for the benefit of the applicable Secured Parties, in the patents, trademarks and copyrights of any Loan Party.

SECTION 3. Termination of Loan Documents; Reinstatement. Effective upon the receipt by CS of the Payoff Amounts, the parties hereto hereby terminate the Loan Documents. The Borrower and each of the other Loan Parties acknowledge and agree that the obligations and liabilities of the Loan Parties under the Credit Agreements and the other Loan Documents shall be reinstated with full force and effect if, at any time on or after the Payoff Date, all or any portion of the Payoff Amount paid to either Administrative Agent or any Lender is voided or rescinded or otherwise must be returned by either Administrative Agent or any Lender to the Borrower or any other Loan Party upon the Borrower's or any other Loan Party's insolvency, bankruptcy or reorganization or otherwise, all as though such payment had not been made. In addition, nothing contained in this Agreement shall terminate or otherwise impair the Borrower's obligations in respect of the Excluded Amounts.

SECTION 4. Further Assurances. Each party hereto agrees, upon the reasonable request of any other party hereto, at any time and from time to time, promptly to execute and deliver all such further documents (including, without limitation, lien releases, Uniform Commercial Code termination statements and reconveyancing documents) and promptly to take or forbear from all such action as may be reasonably necessary or appropriate in order more effectively to confirm or carry out the provisions of this Agreement.

SECTION 5. Amendment. This Agreement may not be amended, modified or waived except in writing signed by each party hereto.

SECTION 6. Successors and Assigns; Beneficiaries. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. The Borrower agrees (in consideration of the advance of funds to DJ Orthopedics pursuant to the New Facility) that, subject to, and effective as of, the effectiveness of the New Facility and the payment of each Payoff Amount, any claim that the Borrower may have against CS relating to (a) any overpayment by Borrower of either Payoff Amount, or (b) any obligations of CS under Section 2, in each case shall be automatically assigned to the New Agent.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF).

SECTION 8. Execution of Counterparts. This Agreement may be executed by the parties hereto in separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

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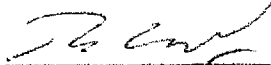
TRADEMARK
REEL: 003291 FRAME: 0368

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release Agreement as of the day and year first written above.

BORROWER

AIRCAST LLC,

By



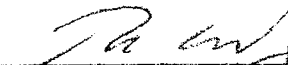
Name: T.A. Crowl

Title: PRESIDENT

HOLDINGS

AIRCAST HOLDING COMPANY LLC,

By



Name: T.A. Crowl Jr

Title: PRESIDENT

AGENT

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as First Lien Collateral Agent
and First Lien Administrative Agent,

By 

Name: JAMES MORAN
Title: MANAGING DIRECTOR

By 

Name: GREGORY S. RICHARDS
Title: ASSOCIATE

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Second Lien Collateral Agent
and Second Lien Administrative Agent,

By 

Name: JAMES MORAN
Title: MANAGING DIRECTOR

By 

Name: GREGORY S. RICHARDS
Title: ASSOCIATE

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SCHEDULE I
TO TERMINATION AND
RELEASE AGREEMENT

Loan Documents

1. The First Lien Guarantee and Collateral Agreement dated as of December 7, 2004, as amended, among Holdings, the Borrower, the Domestic Subsidiaries party thereto and the First Lien Collateral Agent for the benefit of the First Lien Secured Parties.
2. The Second Lien Guarantee and Collateral Agreement dated as of December 7, 2004, as amended, among Holdings, the Borrower, the Domestic Subsidiaries party thereto and the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties.
3. The Intercreditor Agreement dated as of December 7, 2004, among Holdings, the Borrower, the Domestic Subsidiaries party thereto, the First Lien Collateral Agent and the Second Lien Collateral Agent.
4. The Patent Security Agreement dated as of December 7, 2004, among Holdings, the Borrower and the First Lien Collateral Agent.
5. The Patent Security Agreement dated as of December 7, 2004, among Holdings, the Borrower and the Second Lien Collateral Agent.
6. The Trademark Security Agreement dated as of December 7, 2004, among Holdings, the Borrower and the First Lien Collateral Agent.
7. The Trademark Security Agreement dated as of December 7, 2004, among Holdings, the Borrower and the Second Lien Collateral Agent.
8. The First Lien Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated December 7, 2004, from the Borrower to the First Lien Collateral Agent in respect of the premises situated at 92 River Road, Summit, New Jersey.
9. The Second Lien Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated December 7, 2004, from the Borrower to the Second Lien Collateral Agent in respect of the premises situated at 92 River Road, Summit, New Jersey.
10. The First Lien Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated December 7, 2004, from the Borrower to the First Lien Collateral Agent in respect of the premises situated at 691 Central Avenue, New Providence, New Jersey.

11. The Second Lien Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated December 7, 2004, from the Borrower to the Second Lien Collateral Agent in respect of the premises situated at 691 Central Avenue, New Providence, New Jersey.
12. Each interest rate Hedging Agreement entered into between Credit Suisse and the Borrower.

SCHEDULE II
TO TERMINATION AND
RELEASE AGREEMENT

First Lien Payoff Amount in Detail

Principal Balance	Amount
Revolving Loans	\$0
Swingline Loans	\$0
First Lien Term Loans	\$45,299,075.92
Principal Balance Subtotal	\$45,299,075.92

Accrued Interest	Amount
Revolving Loans	\$0
Swingline Loans	\$0
First Lien Term Loans	\$47,160.68
Accrued Interest Subtotal	\$47,160.68

Fees	Amount
Commitment Fees	\$486.11
Fee Subtotal	\$486.11

Other Amounts	Amount
Fees of Counsel	\$0
Other Expenses of Agents, Lenders or Issuing Lender	\$0
Fee Subtotal	\$0

TOTAL FIRST LIEN PAYOFF AMOUNT	\$45,346,722.72
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Second Lien Payoff Amount in Detail

Principal Balance	Amount
Second Lien Term Loans	\$40,000,000.00
Principal Balance Subtotal	\$40,000,000.00

Accrued Interest	Amount
Second Lien Term Loans	\$60,273.97
Accrued Interest Subtotal	\$60,273.97

Prepayment Premium	Amount
Prepayment Premium	\$400,000
Prepayment Premium Subtotal	\$400,000

Other Amounts	Amount
Other Expenses of Agents, Lenders or Issuing Lender	\$0
Other Amounts Subtotal	\$0

TOTAL SECOND LIEN PAYOFF AMOUNT	\$40,460,273.97
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SCHEDULE III
TO TERMINATION AND
RELEASE AGREEMENT

UCC-1 Financing Statements to be Terminated

Debtor	Secured Party	File Number	File Date	File Jurisdiction and Office
Aircast LLC	Credit Suisse First Boston, as First Lien Collateral Agent	3347712 4	12/9/2004	Delaware SOS
Aircast Holding Company LLC	Credit Suisse First Boston, as First Lien Collateral Agent	4347714 0	12/9/2004	Delaware SOS
Aircast LLC	Credit Suisse First Boston, as Second Lien Collateral Agent	4347718 1	12/9/2004	Delaware SOS
Aircast Holding Company LLC	Credit Suisse First Boston, as Second Lien Collateral Agent	4347726 4	12/9/2004	Delaware SOS

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AIRCAST INC. US.**TRADEMARKS****US Trademarks:**

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
Air Stirrup Classic	US	76/524,155	06/20/2003	pending	pending
Air Stirrup Light	US	76/524,158	06/20/2003	pending	pending
Air Stirrup Universe	US	76/524,154	06/20/2003	Pending	pending
Aircast	US	660,910	05/13/1987	1,551,788	08/15/1989
Aircast	US	564,211	10/21/1985	1,464,456	11/10/1987
Aircast	US	660,911	05/13/1988	1,499,408	08/09/1988
Airgo	US	76/547,825	09/29/2003	Pending	pending
Airheel	US	76/508,956	04/24/2003	Pending	pending
Airlimb	US	75/597,501	12/01/1998	2,482,969	08/28/2001
Airsport	US	75/586,984	11/12/1998	2,443,171	04/10/2001
Air-stirrup	US	197,296	12/15/1978	1,158,974	06/30/1981
Arterial Flow	US	75/659,120	03/12/1999	2,351,023	05/16/2000
Auto Chill	US	74/311,343	09/08/1992	1,851,920	08/30/1994
Cryo/Cuff	US	75/023,335	11/22/1995	2,048,803	04/01/1997
Cryo-cuff	US	76/589,408	04/29/2004	Pending	pending
Edemaflow	US	74/500,989	03/15/1994	2,004,702	10/01/1996
Pulsating Graph Design	US	75/839,426	11/03/1999	2,477,373	08/14/2001
Rolimeter	US	75/651,969	03/02/1999	2,439,210	03/27/2001
Sport Stirrup	US	73/765,831	11/25/1988	1,591,876	04/17/1990
Sport Stirrup	US	78/219,590	02/27/2003	Pending	pending
Venaflow	US	74/311,346	09/08/1992	1,902,144	06/27/1995