Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Performance Health, Inc.		05/12/2006	CORPORATION: PENNSYLVANIA

### RECEIVING PARTY DATA

Name:	Antares Capital Corporation					
Street Address:	11 South Wacker Drive					
City:	Chicago					
State/Country:	ILLINOIS					
Postal Code:	60606					
Entity Type:	CORPORATION: DELAWARE					

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Serial Number:	78578519	LASER FREEZE
Registration Number:	2814611	THE PAIN STOPS HERE!
Registration Number:	2318703	PAIN RELIEF THAT WORKS
Serial Number:	75518849	BIOFEND
Serial Number:	78642148	PAIN MANAGEMENT WITH THE MASTERS
Serial Number:	76475898	SPASSAGE
Serial Number:	76475828	SPA FIRM
Registration Number:	2518737	SPA COOL
Serial Number:	75007748	FEATURING THE ARTHRITIC FRIENDLY FLIP TOP CAP
Registration Number:	2595961	DYNAFREEZE
Serial Number:	74721217	BLENDING OF SCIENCE & NATURE
Registration Number:	2007198	INNERMOST NATURE FOR MEN
Registration Number:	1744041	E2
Serial Number:	76623696	PERFORMANCE HEALTH

**TRADEMARK** 

REEL: 003309 FRAME: 0311

900049012

Serial Number:	76590276	PURE PAIN RELIEF, NO SMOKE NO MIRRORS
Serial Number:	76585706	LEARN MORE, HEAL MORE, ACHIEVE MORE
Registration Number:	1774041	BIOFREEZE
Registration Number:	2867621	PROSSAGE
Registration Number:	2981314	SPA HEALTH
Registration Number:	2469031	YOUR NATURAL CHOICE FOR MAXIMUM PAIN RELIEF
Registration Number:	2127009	PERFORM
Serial Number:	76503664	PAIN MANAGEMENT WITH THE MASTERS
Serial Number:	76311664	DR. COLLEEN'S ICY RELIEF
Serial Number:	76299824	SPA MOISTURE
Registration Number:	2756458	GROWING PAINS
Serial Number:	75564474	FUNGAL FREEZE
Registration Number:	2001199	THE COLD METHOD
Serial Number:	76379323	BIOHEAT
Serial Number:	76311683	YOUR CLEAR SOLUTION TO PAIN
Serial Number:	76311673	SPA BALM
Registration Number:	2510961	HPQR HIGH PERFORMANCE-QUICK RECOVERY
Serial Number:	75048323	PER FORM
Serial Number:	75042063	THE ORIGINAL CRYOTHERAPY PAIN RELIEVING GEL
Registration Number:	2001198	CRYOTHERAPY "THE COLD METHOD"
Serial Number:	74631403	BIOEX
Serial Number:	76558292	CRYOSPRAY
Serial Number:	75945072	PERFORM
Serial Number:	75515342	BIOTIZE
Registration Number:	2234542	STOPS PAIN COLD
Serial Number:	76623861	PERFORMANCE HEALTH
Serial Number:	76538001	SPA FIRM
Serial Number:	75076041	TRAINER APPROVED ATHLETE PREFERRED
Registration Number:	2960646	YOUR CLEAR SOLUTION FOR PAIN RELIEF
Serial Number:	76062490	MVP-MOST VALUABLE PLAYER
Registration Number:	2334826	CRYOFREEZE
Registration Number:	2269944	PAIN RELIEF THAT WORKS!
Serial Number:	75678029	GUARANTEED TO WORK BETTER
Serial Number:	75608421	CHAMPION
Serial Number:	75728610	DAT - DUAL ACTION THERAPY

	Serial Number:	75678320	IT JUST RELIEVES YOUR PAIN BETTER	
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### CORRESPONDENCE DATA

Fax Number: (312)577-4782

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

Phone: 708/499-6402

Email: terese.scholl@kattenlaw.com

Correspondent Name: Terese M. Scholl

Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:	Terese Scholl
Signature:	/Terese Scholl/
Date:	05/16/2006

### Total Attachments: 11

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### TRADEMARK SECURITY AGREEMENT

WHEREAS, Performance Health, Inc., a Pennsylvania corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, The Hygenic Corporation, a Delaware corporation ("Hygenic"), Grantor and Hygenic Performance Products, Inc., a Delaware corporation ("HPP"; HPP, Grantor and Hygenic are referred to collectively as "Borrowers"), have entered into an Amended and Restated Credit Agreement dated as of May 12, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Antares Capital Corporation, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrowers by Lenders; and

WHEREAS, Grantor will receive substantial direct and indirect benefits from the loans and other financial accommodations made to the Borrowers and accordingly, pursuant to the terms of that certain Amended and Restated Borrower Security Agreement dated as of May 12, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not defined herein have the meanings given such terms in the Security Agreement) among the Borrowers, Grantee and the other "Debtors" party thereto, Grantor has granted to Grantee for the benefit of Grantee and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities";

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) 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, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of

any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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Trademark Security Agreement - PHI

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 24 day of May, 2006.

**PERFORMANCE HEALTH, INC.**, a Pennsylvania corporation

Ackn	owledged:
	ARES CAPITAL CORPORATION, laware corporation, as Agent
By:	
	Name:
	Title:Director

Trademark Security Agreement - PHI

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this/24/2 day of May, 2006.

PERFORMANCE HEALTH, INC., a

Pennsylvania corporation

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

Acknowledged:

ANTARES CAPITAL CORPORATION,

a Delaware corporation, as Agent

By:

Name:\_

Hunsen

Title:Director

Trademark Security Agreement - PHI

# Schedule 1 to Trademark Security Agreement

# PERFORMANCE HEALTH, INC.

## U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

# U.S. Trademark Applications and Registrations

Mark	Serial No.	App Date	Reg No.	Reg Date	Status of Mark	Owner/ Applicant	Assignment Recording Information
LASER FREEZE	78578519	03/02/2005	n/a	n/a	Pending	Performance Health, Inc.	n/a
THE PAIN STOPS HERE!	76456169	10/07/2002	2814611	02/17/2004	Registered	Performance Health, Inc.	n/a
PAIN RELIEF THAT WORKS	75597429	12/01/1998	2318703	02/15/2000	Registered	Performance Health, Inc. (by assignment)	03/12/2004 Reel / Frame: 3058/0410
BIOFEND	75518849	07/14/1998	n/a	n/a	Abandoned 07/26/2000	Performance Health, Inc.	n/a
PAIN MANAGEMENT WITH THE MASTERS	78642148	06/02/2005	n/a	n/a	Pending	Performance Health, Inc.	n/a
SPASSAGE	76475898	12/17/2002	n/a	n/a	Published 02/10/2004	Performance Health, Inc.	n/a
SPA FIRM	76475828	12/17/2002	n/a	n/a	Published 01/13/2004	Performance Health, Inc.	n/a
SPA COOL	76036108	04/27/2000	2518737	12/11/2001	Registered	Performance Health, Inc.	n/a
FEATURING THE ARTHRITIC FRIENDLY FLIP TOP CAP	75007748	10/19/1995	n/a	n/a	Abandoned 12/06/1996	Performance Health, Inc.	n/a
DYNAFREEZE	76279787	07/03/2001	2595961	07/16/2002	Registered	Performance Health, Inc.	n/a
BLENDING OF SCIENCE AND NATURE	74721217	08/28/1995	n/a	n/a	Abandoned 01/30/1998	Biofreeze Associates (by assignment)	03/26/1997 R/F: 1575/0412
INNERMOST NATURE FOR MEN	74658227	04/10/1995	2007198	10/08/1996	Cancelled 07/12/2003	Performance Health, Inc. (by assignment)	03/07/2003 R/F: 2715/0647
E2 CHI:1718997.2	74012057	12/18/1989	1744041	12/29/1992	Cancelled 07/06/1999	Performance Health, Inc. (by assignment)	03/12/2004 R/F: 3058/0410

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Mark	Serial No.	App Date	Reg No.	Reg Date	Status of	Owner/	Assignment
					Mark	Applicant	Recording
PERFORMANCE HEALTH	76623696	12/08/2004	n/a	n/a	Published 09/06/2005	Performance Health, Inc.	Information n/a
PURE PAIN RELIEF, NO SMOKE NO MIRRORS	76590276	05/03/2004	n/a	n/a	Published 02/15/2005	Performance Health, Inc.	n/a
LEARN MORE, HEAL MORE, ACHIEVE MORE	76585706	04/07/2004	n/a	n/a	Published 09/27/2005	Performance Health, Inc.	n/a
BIOFREEZE	74316856	09/24/1992	1774041	06/01/1993	Renewed 06/01/2003	Performance Health, Inc. (by assignment)	03/07/2003 R/F: 2715/0647
PROSSAGE	76512655	05/08/2003	2867621	07/27/2004	Registered	Performance Health, Inc.	n/a
SPA HEALTH	76311685	09/12/2001	2981314	08/02/2005	Registered	Performance Health, Inc.	n/a
YOUR NATURAL CHOICE FOR MAXIMUM PAIN RELIEF	75831485	10/25/1999	2469031	07/17/2001	Registered	Performance Health, Inc. (by assignment)	09/15/2004 R/F: 3058/0410
PERFORM	75196235	12/12/1996	2127009	01/06/1998	Registered	Performance Health, Inc. (by assignment)	09/15/2004 R/F: 3058/0410
PAIN MANAGEMENT WITH THE MASTERS	76503664	04/03/2003	n/a	n/a	Abandoned 04/23/2005	Performance Health, Inc.	n/a
DR. COLLEEN'S ICY RELIEF	76311664	09/12/2001	n/a	n/a	Abandoned 08/06/2002	Performance Health, Inc.	n/a
SPA MOISTURE	76299824	08/14/2001	n/a	n/a	Published 08/13/2002	Performance Health, Inc.	n/a
GROWING PAINS	75565104	10/05/1998	2756458	08/26/2003	Registered	Performance Health, Inc.	n/a
FUNGAL FREEZE	75564474	10/05/1998	n/a	n/a	Abandoned 05/24/2001	Performance Health, Inc.	n/a
THE COLD METHOD	74721224	08/28/1995	2001199	09/17/1996	Registered	Performance Health, Inc. (by assignment)	02/10/2003 R/F: 2673/0258
BIOHEAT	76379323	03/07/2002	n/a	n/a	Abandoned 11/01/2003	Performance Health, Inc.	n/a
YOUR CLEAR SOLUTION TO PAIN	76311683	09/12/2001	n/a	n/a	Abandoned 12/26/2003	Performance Health, Inc.	n/a
SPA BALM	76311673	09/12/2001	n/a	n/a	Published 09/17/2002	Performance Health, Inc.	n/a
HPQR HIGH	75709643	05/17/1999	2510961	11/20/2001	Registered	Performance	04/09/2001

Mark	Serial No.	App Date	Reg No.	Reg Date	Status of	Owner/	Assignment
					Mark	Applicant	Recording Information
PERFORMANCE	61 - 12 - 12 - 13 - 14 - 15 - 15 - 15 - 15 - 15 - 15 - 15		18.64			Health, Inc.	R/F:
-QUICK	-					(by	2277/0233
RECOVERY				,		assignment)	
PER FORM	75048323	10/06/1995	n/a	n/a	Abandoned	Biofreeze	02/07/1997
					08/05/1997	Associates	R/F:
•						(by	1575/0412
						assignment)	
THE ORIGINAL	75042063	01/11/1996	n/a	n/a	Abandoned	Biofreeze	02/07/1997
CRYOTHERAPY			****		03/07/1997	Associates	R/F:
PAIN			**************************************			(by	1575/0412
RELIEVING			-			assignment)	
GEL CRYOTHERAPY	74721223	08/28/1995	2001198	09/17/1996	Registered	Performance	03/12/2004
"THE COLD	/4/21223	00/20/1993	2001198	09/1//1990	Registered	Health, Inc.	R/F:
METHOD"						(by	3058/0410
WILLIIOD						assignment)	3030/0110
BIOEX	74631403	02/08/1995	n/a	n/a	Abandoned	Performance	n/a
D10211	, , , , , ,	02/00/17/1			07/17/1996	Health, Inc.	
CRYOSPRAY	76558292	10/27/2003	n/a	n/a	Published	Performance	n/a
			The state of the s		08/03/2004	Health, Inc.	
PERFORM	75945072	02/23/2000	n/a	n/a	Abandoned	Performance	08/25/2003
					07/17/1996	Health, Inc.	R/F:
						(by	2811/0684
						assignment)	
BIOTIZE	75515342	07/08/1998	n/a	n/a	Abandoned	Performance	n/a
					09/08/1999	Health, Inc.	
STOPS PAIN	75009632	10/06/1995	2234542	03/23/1999	Registered	Performance	03/12/2004
COLD						Health, Inc.	R/F:
						(by	3058/0410
PERFORMANCE	76623861	12/08/2004	n/a	n/a	Published	assignment) Performance	n/a
HEALTH	/0023801	12/08/2004	II/a	IV a	09/13/2005	Health, Inc.	n/a
SPA FIRM	76538001	08/06/2003	n/a	n/a	Abandoned	Performance	n/a
SI'A PIKW	70338001	00/00/2003	11/4	iva .	04/13/2004	Health, Inc.	l wa
TRAINER	75076041	03/14/1996	n/a	n/a	Abandoned	Biofreeze	03/26/1997
APPROVED	/50/00/1				04/22/1997	Associates	R/F:
ATHLETE			-			(by	1575/0412
PREFERRED						assignment)	
YOUR CLEAR	76568670	12/24/2003	2960646	06/07/2005	Registered	Performance	n/a
SOLUTION FOR						Health, Inc.	
PAIN RELIEF				<u> </u>			
MVP-MOST	76062490	06/05/2000	n/a	n/a	Abandoned	Performance	n/a
VALUABLE					09/10/2001	Health, Inc.	
PLAYER		00/10/1005	2001055	00/00/15	<u> </u>		
CRYOFREEZE	75559990	09/18/1998	2334826	03/28/2000	Registered	Performance	04/05/2005
						Health, Inc.	R/F:
						Di-c	3060/0096
						Biofreeze	
						Associates (both by	
						assignment)	
	1	<u> </u>	L	l	<u> </u>	assignment)	<u> </u>

Mark	Serial No.	App Date	Reg No.	Reg Date	Status of Mark	Owner/ Applicant	Assignment Recording Information
PAIN RELIEF THAT WORKS!	75274470	04/11/1997	2269944	08/10/1999	Registered	Performance Health, Inc. (by assignment)	03/12/2004 R/F: 3058/0410
GUARANTEED TO WORK BETTER	75678029	04/09/1999	n/a	n/a	Abandoned 08/16/2000	Biofreeze Associates	n/a
CHAMPION	75608421	12/21/1998	n/a	n/a	Abandoned 02/25/2000	Biofreeze Associates	n/a '
DAT-DUAL ACTION THERAPY	75728610	06/15/1999	n/a	n/a	Abandoned 09/10/2001	Biofreeze Associates	n/a
IT JUST RELIVES YOUR PAIN BETTER	75678320	04/09/1999	n/a	n/a	Abandoned 10/12/2000	Biofreeze Associates	

# Foreign Trademark Applications and Registrations

Mark	Country	Registration/App. #	File/Reg. Date
BIOFREEZE	Argentina	Reg. 1,624,858	1-20-1997
	Aruba	Reg. 22249	3-04-2003
	Australia	Reg. 701,915	2-06-1996
	Bahamas	App. 27,038	9-24-2004
	Bahrain	Reg. 32747	6-25-2003
	Barbados	Reg. 81/019849	12-19-2005
	Belarus	App. 20032282	10-28-2003
	Bermuda	Reg. 33,617	7-23-2002
	Bosnia	App. BAZ047634A	3-19-2004
	Brazil	Reg. 819,176,834	12-29-1998
	Bulgaria	Reg. 53202	11-09-2005
	Canada	Reg. 503,388	10-30-1998
	Cayman Island	Reg. No. CT10660	8-28-2003
	Chile	Reg. 616,739	1-14-2002
	China	Reg. 1,080,991	8-21-1997
	Colombia	Reg. 229,595	9-29-2000
	Costa Rica	Reg. 134,539	8-20-2002
	Croatia	App. Z 20040462	3-19-2004
	Dominican Rep	Reg. 134,406	3-30-2003
	Ecuador	Reg. 29835	3-24-2004
	Egypt	App. 151,931	6-16-2002
	El Salvador	Reg. 00093	4-14-2004
	European	Reg. 10,660	4-01-1996
	Guatemala	Reg. No. 121,944	1-28-2003

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	Hong Kong	B10891/1998	10-22-1998
	Iceland	Reg. 302/2005	4-05-2005
	India	Reg. 308478	1-05-2005
	Israel	Reg. 157,603	7-02-2003
	Jamaica	Reg. 43,364	4-16-2004
	Japan	Reg. 4,041,164	8-08-1997
	Jordan	Reg. 67,592	9-09-2003
	Kuwait	Reg. 52026	10-16-2004
	Lebanon	Reg.101158	2-22-2005
	Liechtenstein	Reg. 13506	5-11-2005
	Macedonia	App. Z-2005/70	2-04-2005
	Malaysia	Reg. 02015806	11-14-2005
	Malta	Reg. 37739	12-20-2002
	Mexico	Reg. 832,180	5-20-2004
	New Zealand	Reg. 670571	6-19-2003
	Nicaragua	Reg. 58474	7-25-2003
	Norway	Reg. 226795	5-26-2005
	Oman	Reg. 28360	6-19-2002
	Pakistan	App. 179,961	8-28-2002
	Panama	Reg. 126,177	4-15-2004
	Paraguay	Reg. 259.310	7-21-2003
	Peru	Reg. 00089110	5-30-2003
	Philippines	Reg. 4-2002-10863	1-17-2005
	Poland	App. Z-259,093	12-20-2003
	Puerto Rico	Reg. 56,249	2-23-2004
	Qatar	App. 27,753	6-16-2002
	Romania	App. M 2005 01266	2-04-2005
	Russia	Reg. 252,654	8-05-2003
	Saudi Arabia	Reg. 699/26	10-15-2003
	Serbia/Mont.	App. Z-539/04	4-16-2004
	Singapore	Reg. T96/077,791	7-26-1996
	S. Africa	Reg. 96/1512	4-12-1999
	S. Korea	Reg. 373,451	8-28-1997
	Spain	Reg. 2,055,888	6-10-1998
	Suriname	Reg. 17058	3-31-2000
	Switzerland	Reg. 527.159	9-16-2004
	Taiwan	Reg. 01065065	11-16-2003
	Thailand	App. 511,723	2-21-2003
	Trinidad/Tobago	Reg. 33584	12-17-2003
	Turkey	Reg. 2002 14523	6-12-2002
:	U Arab Emir.	Reg. 39125	5-04-2003
	Ukraine	App. 2004-0808610	8-13-2004

	Uruguay	Reg. 357.617	5-27-2005
	Venezuela	Reg. P-253012	7-30-2004
	Vietnam	Reg. 53,874	4-23-2004
	Yemen	App. 30263	8-17-2004
CRYOSPRAY	Canada	App. 1,213,798	4-19-2004
	Japan	Reg. 4808950	10-08-2004
Cryotherapy-The Cold	Canada	Reg. TMA 515,865	8-31-1999
Method			
HPQR High	Australia	Reg. 946258	1-28-2004
Performance Quick			
Recovery			
HPQRRecovery	European	Reg. 002113488	3-02-2001
HPQRRecovery	China	App. 3,349,328	10-28-2002
HPQRRecovery	Hong Kong	Reg. 2004B00869	1-28-2004
	Japan	Reg. 4725882	11-14-2003
	S. Korea	Reg. 589004	7-30-2004
HPQRRewards	European	Reg. 003446598	12-22-2004
PERFORM	Bahrain	Reg. 32,830	3-20-2004
	Canada	Reg. 549,748	8-13-2001
	China	Reg. 1,736,580	3-28-2002
	Equador	Reg. 28395	1-21-2004
PERFORM	European	Reg. 001011824	3-20-2003
	Peru	Reg. 88,720	5-15-2003
	Saudi Arabia	Reg. 704/22	11-12-2003
	S. Africa	Reg. 98/22151	3-04-2002
Performance Health +	Brazil	App. 827305265	4-01-2005
Design	(Class 03)		
	Brazil	App. 827305274	4-01-2005
	(Class 05)		
	Canada	App 1,259,134	5-20-2005
	European	App. 004442133	5-17-2005
Performance Health	Brazil	App. 827202431	2-24-2005
	(Class 03)		
	Brazil	App. 827202440	2-24-2005
	(Class 05)		
PROSSAGE	Canada	Reg. TMA639,126	5-05-2005
	European	Reg. 003293909	12-10-2004
	Japan	Reg. 4,813,983	10-29-2004
	S. Korea	Reg. 614557	4-14-2005
SPACOOL	Japan	Reg. 4,853,714	4-01-2005
SPA COOL	Canada	Reg. TMA 641,341	6-03-2005
	Eur.Union	App. 003076403	2-28-2003
	Hong Kong	Reg. 2004B04960	4-06-2004
	Japan	App. 2003-23938	3-26-2003

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	Mexico	Reg. 790477	4-30-2003
SPA FIRM	European	App. 003143146	4-05-2003
SPA MOISTURE	Canada	App. 1,172,704	4-02-2003
	Eur. Union	App. 003123701	4-07-2003
	Hong Kong	Reg. 2005B00459	3-02-2005
	Mexico	Reg. 805994	9-08-2003
Spa Moisture by PHI	Japan	App. 2004-93172	10-12-2004
SPASSAGE	Canada	App. 1,172,701	4-02-2003
	Eur. Union	App. 003123171	4-07-2003
	Hong Kong	Reg. 200403228	3-09-2004
	Japan	Reg. 4,712,045	9-19-2003
	Mexico	Reg. 796550	6-25-2003
	S. Korea	Reg. 606546	1-21-2005
The Pain Stops Here!	Canada	Reg. 1,172,702	4-07-2005
	Eur. Union	Reg. 003123271	5-05-2004
	Japan	Reg. 4731706	12-05-2003
	Mexico	App. 595,348	4-03-2003
Your Clear Solution for Pain Relief	Canada	App. 1,213,801	4-19-2004

# TRADEMARK LICENSES

None

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**RECORDED: 05/16/2006**