

TRADEMARK ASSIGNMENT

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
The Hygenic Corporation		05/12/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
Internal Address:	Attn: Brett Hyman		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	2364354	AQUAFINS	
Registration Number:	2037965		
Registration Number:	2037964		
Registration Number:	2037966		
Registration Number:	1379345	DYNA-BAND	
Registration Number:	2972007	FIRST STEP TO ACTIVE HEALTH	
Registration Number:	2928215	FIRST STEP TO ACTIVE HEALTH	
Registration Number:	2550917	FLEXBAR	
Registration Number:	1241177	H HYGENIC	
Registration Number:	1269061	H HYGENIC	
Registration Number:	1380599	H HYGENIC	
Registration Number:	1966739	H HYGENIC	
Registration Number:	2120982	H HYGENIC	

OP \$665.00 2364354

Registration Number:	2262494	H HYGENIC
Registration Number:	2818889	HYPERFORM
Registration Number:	2308554	HYSYNAL
Registration Number:	2144993	HYTONE
Registration Number:	1541408	
Registration Number:	1011451	PARABATH
Registration Number:	2599090	SDS
Registration Number:	1063239	THERA-BAND
Registration Number:	1895004	THERA-BAND
Registration Number:	2295811	THERA-BAND
Registration Number:	1542392	THERA-BAND
Registration Number:	2467659	THERA-BAND
Registration Number:	3024914	THERA-BAND

CORRESPONDENCE DATA

Fax Number: (301)654-6714

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

Phone: 301 841-1359

Email: brett.hyman@americancapital.com

Correspondent Name: American Capital Strategies, Ltd

Address Line 1: 2 Bethesda Metro Center, 14th Floor

Address Line 2: Attn: Brett Hyman

Address Line 4: Bethesda, MARYLAND 20814

NAME OF SUBMITTER:	Brett Hyman
Signature:	/Brett Hyman/
Date:	06/12/2006

Total Attachments: 18

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The liens and security interests securing the indebtedness and other obligations incurred or arising under, or evidenced by, or described in, this instrument and the rights and obligations evidenced hereby with respect to such liens and security interests are subordinate in the manner and to the extent set forth in that certain Intercreditor and Lien Subordination Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, the "**Intercreditor Agreement**") dated as of May 12, 2006 among Parent (as defined below; capitalized terms not otherwise defined in this legend have the meanings assigned to such terms below, including by reference to the Purchase Agreement described below), Grantor, HPP, PHI and the Subsidiaries of Parent party thereto (each of the Company, HPP, Grantor, Parent, such Subsidiaries and each other Person who guarantees, or otherwise grants a lien on its assets to secure, a First Lien Obligation (as defined in the Intercreditor Agreement) or a Second Lien Obligation (as defined in the Intercreditor Agreement) is referred to herein as a "**Credit Party**" and, collectively, as the "**Credit Parties**"), the Secured Party on behalf of the Purchasers, and the First Lien Agent on behalf of the First Lien Lenders, to the liens and security interests securing indebtedness (including interest) owed by the Credit Parties pursuant to the First Lien Credit Agreement (as defined in the Purchase Agreement), and certain guarantees of the indebtedness evidenced thereby, as such First Lien Credit Agreement and such guarantees have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time as permitted under the Intercreditor Agreement and to the liens and security interests securing indebtedness refinancing the indebtedness under such agreements as permitted by the Intercreditor Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement.

TRADEMARK SECURITY AGREEMENT

WHEREAS, THE HYGENIC CORPORATION, a Delaware 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, Hygenic Acquisition Co., a Delaware corporation ("**Parent**"), Grantor, Hygenic Performance Products, Inc., a Delaware corporation ("**HPP**"), and Performance Health, Inc., a Pennsylvania corporation ("**PHI**"); Grantor, HPP and PHI are referred to collectively herein as "**Note Parties**") have entered into a Note Purchase Agreement dated as of May 12, 2006 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Purchase Agreement**"; capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement), with American Capital Financial Services, Inc., as administrative and collateral agent ("**Agent**") for the benefit of all financial institutions that from time to time become purchasers under the Purchasers Agreement (collectively, the "**Purchasers**"), providing for the purchase of the Senior Secured Term B Notes (the "**Notes**") in an aggregate principal amount of \$24,000,000 by the Purchasers; and

WHEREAS, Grantor will receive substantial direct and indirect benefits from the issuance and sale of the Notes and accordingly, pursuant to the terms of a Second Lien Note Parties Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between Grantor, the Company, HPP and Agent (in such capacity, "**Grantee**"), Grantor has granted to Grantee for the benefit of Agent and Purchasers a security interest in substantially all

TRADEMARK

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the assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), 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**" (as defined in the Security Agreement);

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 renewals, modifications or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business associated 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 licensed Trademark, pursuant to the terms of each such 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, pursuant to the terms of each such 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.

This Trademark Security Agreement and the security interest in the Trademark Collateral pledged and granted hereunder are subordinated in the manner and to the extent set forth in the Intercreditor Agreement, as more particularly described therein. Prior to the Termination of all First Lien Obligations (as defined in the Intercreditor Agreement):

- (1) The Grantor shall not be obligated (and the First Lien Agent and the Grantee shall not be entitled) to take, or fail to take, any action to the extent that such action, or failure to take

such action, would be prohibited by, or would in any way conflict with, the Intercreditor Agreement.

(2) In the event of a direct conflict between the terms and provisions of this Agreement and the terms and provisions of the Trademark Security Agreement, dated as of January 30, 2004 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms of the Intercreditor Agreement, the "**First Lien Trademark Security Agreement**"), by Grantor in favor of Grantee, it is the intention of the Grantor, the First Lien Agent and the Grantee that such provisions shall be read together and construed, to the fullest extent possible, to be in concert with each other; provided, however, in the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the First Lien Trademark Security Agreement shall control and, in such case, Grantor shall not be in breach of its obligations under this Trademark Security Agreement as a result of complying with the terms and provisions of the First Lien Trademark Security Agreement; provided that, notwithstanding the foregoing, nothing contained in this section shall limit or otherwise adversely affect the grant of a security interest in the Trademark Collateral under this Trademark Security Agreement.

(3) The Grantee acknowledges and agrees that the exercise of all rights and remedies hereunder in respect of the Trademark Collateral shall be considered "Enforcement Actions" as defined in the Intercreditor Agreement, subject to the terms thereof.

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

THE HYGENIC CORPORATION,
a Delaware corporation

By: Niels E. Ficht
Name: NIELS E. FICHT
Title: _____

Acknowledged:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____

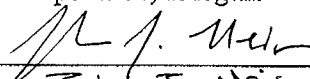
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

THE HYGENIC CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

Acknowledged:

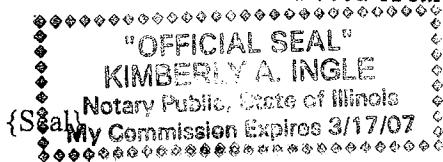
AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
a Delaware corporation, as Agent

By: 
Name: John S. Neis
Title: Vice President

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

On the 11th day of May, 2006, before me personally appeared Nels Lickai, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is VP Finance of The Hygenic Corporation, a Delaware corporation, described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.



Kimberly A. Ingle
Notary Public

My commission expires:

3/17/07

Schedule 1
to Trademark Security Agreement

THE HYGENIC CORPORATION

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Applications and Registrations

COUNTRY	TRADEMARK	STATUS	CLASS ES	REG. NO.	REG. DT.	ACTION DUE	DUE DATE
UNITED STATES OF AMERICA	AQUAFINS	8&15 FILED	10; 28	2364354	7/4/2000	CHECK STATUS OF 8 & 15	3/4/2006
UNITED STATES OF AMERICA	COLOR BLACK	ABANDONED	10; 28				
UNITED STATES OF AMERICA	COLOR BLUE	ABANDONED	10; 28				
UNITED STATES OF AMERICA	COLOR GOLD	ABANDONED	10; 28				
UNITED STATES OF AMERICA	COLOR GREEN	REGISTERED	28	2037965	2/11/1997	RENEWAL	2/11/2007
UNITED STATES OF AMERICA	COLOR GREEN	ABANDONED	10; 28				
UNITED STATES OF AMERICA	COLOR PINK	REGISTERED	28	2037964	2/11/1997	RENEWAL	2/11/2007
UNITED STATES OF AMERICA	COLOR PURPLE	REGISTERED	28	2037966	2/11/1997	RENEWAL	2/11/2007
UNITED STATES OF AMERICA	COLOR RED	ABANDONED					
UNITED STATES OF AMERICA	COLOR SILVER	ABANDONED	10; 28				
UNITED STATES OF AMERICA	COLOR TAN	ABANDONED	10; 28				
UNITED STATES OF AMERICA	COLOR YELLOW	ABANDONED	10; 28				
UNITED STATES OF AMERICA	DYNA-BAND	REGISTERED	28	1379345	1/21/96	RENEWAL	1/21/2016
UNITED STATES OF AMERICA	FIRST STEP TO ACTIVE HEALTH	REGISTERED	16	2972007	7/19/2005	AFF OF USE - 6 YEAR	7/19/2011

UNITED STATES OF AMERICA	FIRST STEP TO ACTIVE HEALTH	REGISTERED	41	2928215	2/22/2005	AFF OF USE - 6 YEAR	2/22/2011
UNITED STATES OF AMERICA	FLEXBAR	REGISTERED	10; 28	2550917	3/19/2002	AFF OF USE - 6 YEAR	3/19/2008
UNITED STATES OF AMERICA	H HYGENIC AND DESIGN	REGISTERED	17	1241177	6/7/1983	RENEWAL	6/7/2013
UNITED STATES OF AMERICA	H HYGENIC AND DESIGN	REGISTERED	10	1269061	3/6/1984	RENEWAL	3/6/2014
UNITED STATES OF AMERICA	H HYGENIC AND DESIGN	REGISTERED	28	1380599	1/28/1986	RENEWAL	1/28/2016
UNITED STATES OF AMERICA	H HYGENIC AND DESIGN	RENEW PEND	05; 10	1966739	4/9/1996	CHK STATUS OF US RENEWAL	3/4/2006
UNITED STATES OF AMERICA	H HYGENIC AND DESIGN	REGISTERED	17	2120982	12/16/1997	RENEWAL	12/16/2007
UNITED STATES OF AMERICA	H HYGENIC AND DESIGN	REGISTERED	10	2262494	7/20/1999	RENEWAL	7/20/2009
UNITED STATES OF AMERICA	HYGENIC	PUBLISHED	10; 17; 24; 28			STATUS CHECK	4/27/2006
UNITED STATES OF AMERICA	HYPERFORM	REGISTERED	17; 23	2818889	3/2/2004	AFF OF USE - 6 YEAR	3/2/2010
UNITED STATES OF AMERICA	HYSYNAL	REGISTERED	10; 17	2308554	1/18/2000	AFF OF USE - 6 YEAR	1/18/2006
UNITED STATES OF AMERICA	HYSYNAL	REGISTERED	10; 17	2308554	1/18/2000	RENEWAL	1/18/2010
UNITED STATES OF AMERICA	HYTONE	REGISTERED	17	2144993	3/17/1998	RENEWAL	3/17/2008
UNITED STATES OF AMERICA	MISCELLANEOUS DESIGN (MULTI-COLORED BARS)	REGISTERED	10	1541408	5/30/1989	RENEWAL	5/30/2009
UNITED STATES OF AMERICA	PARABATH	REGISTERED	10	1011451	5/27/1975	RENEWAL	5/27/2015
UNITED STATES OF AMERICA	SDS	REGISTERED	28	2599090	7/23/2002	AFF OF USE - 6 YEAR	7/23/2008
UNITED STATES OF AMERICA	THERA-BAND	REGISTERED	10	1063239	4/12/1977	RENEWAL	4/12/2007

UNITED STATES OF AMERICA	THERA-BAND	REGISTERED	10	1895004	5/23/1995	RENEWAL	5/23/2015
UNITED STATES OF AMERICA	THERA-BAND	REGISTERED	28	2295811	11/30/1999	RENEWAL	11/30/2009
UNITED STATES OF AMERICA	THERA-BAND AND DESIGN	REGISTERED	10	1542392	6/6/1989	RENEWAL	6/6/2009
UNITED STATES OF AMERICA	THERA-BAND AND DESIGN (B&W)	REGISTERED	10; 28	2467659	7/10/2001	AFF OF USE - 6 YEAR	7/10/2007
UNITED STATES OF AMERICA	THERA-BAND AND DESIGN (COLOR)	REGISTERED	10; 28	3024914	12/13/2005	AFF OF USE - 6 YEAR	12/13/2011

Foreign Trademark Applications and Registrations

COUNTRY	TRADEMARK	STATUS	CLASS ES	REG. NO.	REG. DT.	ACTION DUE	DUE DATE
AUSTRALIA	AQUAFINS	REGISTERED	10; 28	770960	8/13/1999	RENEWAL	8/20/2008
AUSTRALIA	DYNA-BAND	REGISTERED	10	A501925	10/31/1991	RENEWAL	12/21/2009
AUSTRALIA	THERA-BAND	REGISTERED	10	A501926	5/8/1991	RENEWAL	12/21/2009
AUSTRALIA	THERA-BAND	REGISTERED	28	772043	6/11/1999	RENEWAL	9/2/2008
AUSTRALIA	THERA-BAND AND DESIGN (B&W)	REGISTERED	09; 10; 28	856371	2/13/2002	RENEWAL	11/8/2010
AUSTRALIA	THERA-BAND AND DESIGN (COLOR)	REGISTERED	09; 10; 28	856897	2/13/2002	RENEWAL	11/10/2010
AUSTRALIA	THERAROBIC S	REGISTERED	28; 41	763150	1/20/1999	RENEWAL	5/22/2008
AUSTRIA	DYNA-BAND	REGISTERED	10; 28	134133	1/4/1991	RENEWAL	1/4/2011
AUSTRIA	HYGENIC AND H DESIGN	REGISTERED	05; 10	160822	11/9/1995	RENEWAL	11/30/2015
AUSTRIA	THERA-BAND	REGISTERED	10	160168	9/29/1995	RENEWAL	9/29/2015
BENELUX	DYNA-BAND	REGISTERED	10; 28	483254	4/1/1992	RENEWAL	8/14/2010
BENELUX	HYGENIC AND H DESIGN	REGISTERED	05; 10; 28	501502	4/1/1992	RENEWAL	1/17/2011
BENELUX	THERA-BAND	REGISTERED	05; 10	450458	4/17/1989	RENEWAL	5/17/2008
BOLIVIA	AQUAFINS	REGISTERED	10	75719-C	11/5/1999	RENEWAL	11/5/2009
BOLIVIA	AQUAFINS	REGISTERED	28	75720-C	11/5/1999	RENEWAL	11/5/2009
BRAZIL	AQUAFINS	PENDING	12			CHECK STATUS OF APP	6/15/2006
BRAZIL	AQUAFINS	PENDING	25			CHECK STATUS OF APP	6/15/2006

BRAZIL	AQUAFINS	PENDING	28			CHECK STATUS OF APP	6/15/2006
BRAZIL	HYGENIC AND H DESIGN	PENDING	05			CHECK STATUS OF APP	6/15/2006
BRAZIL	THERA-BAND	REGISTERED	05	81666618 0	10/5/1993	RENEWAL	10/5/2013
BRAZIL	THERA-BAND	PENDING	09; 25			CHECK STATUS OF APP	6/15/2006
BRAZIL	THERA-BAND	PENDING	28			CHECK STATUS OF APP	6/15/2006
BRAZIL	THERA-BAND AND DESIGN (B&W)	PENDING	10			CHECK STATUS OF APP	6/15/2006
BRAZIL	THERA-BAND AND DESIGN (B&W)	PENDING	28			CHECK STATUS OF APP	6/15/2006
BRAZIL	THERA-BAND AND DESIGN (COLOR)	PENDING	10			CHECK STATUS OF APP	6/15/2006
BRAZIL	THERA-BAND AND DESIGN (COLOR)	PENDING	28			CHECK STATUS OF APP	6/15/2006
CANADA	AQUAFINS	REGISTERED	09; 10; 18; 28	TMA 594347	11/7/2003	RENEWAL	11/7/2018
CANADA	HYGENIC AND H DESIGN	REGISTERED		TMA 360478	9/15/1989	RENEWAL	9/15/2019
CANADA	THERA-BAND	REGISTERED	28	TMA 461454	8/23/1996	RENEWAL	8/23/2011
CANADA	THERA-BAND AND DESIGN	REGISTERED	28	TM45063 6	11/24/1995	RENEWAL	11/24/2010
CANADA	THERA-BAND AND DESIGN (B&W)	REGISTERED	10; 28	TMA 577562	3/18/2003	RENEWAL	3/18/2018
CANADA	THERA-BAND AND DESIGN (COLOR)	REGISTERED	10; 28	TMA 577637	3/19/2003	RENEWAL	3/19/2018
CHILE	THERA-BAND	REGISTERED	10	390492	8/7/1992	RENEWAL	8/7/2012
CHILE	THERA-BAND	REGISTERED	28	542326	6/9/1999	RENEWAL	6/9/2009
CHILE	THERA-BAND AND DESIGN (B&W)	REGISTERED	10	599740	7/17/2001	RENEWAL	7/17/2011
CHILE	THERA-BAND AND DESIGN (B&W)	REGISTERED	28	599985	7/20/2001	RENEWAL	7/20/2011
CHILE	THERA-BAND AND DESIGN (COLOR)	REGISTERED	10	597591	8/31/2001	RENEWAL	6/14/2011
CHILE	THERA-BAND AND DESIGN (COLOR)	REGISTERED	28	597592	8/31/2001	RENEWAL	6/14/2011

COLOMBIA	AQUAFINS	REGISTERED	10	216809	3/24/1999	RENEWAL	3/24/2009
COLOMBIA	AQUAFINS	REGISTERED	28	216810	3/24/1999	RENEWAL	3/24/2009
COLOMBIA	THERA-BAND	REGISTERED	10	144549	12/20/1993	RENEWAL	12/20/2013
COLOMBIA	THERA-BAND	REGISTERED	28	217536	3/31/1999	RENEWAL	3/31/2009
COLOMBIA	THERA-BAND AND DESIGN (B&W)	REGISTERED	28	245914	12/13/2001	RENEWAL	12/13/2011
COLOMBIA	THERA-BAND AND DESIGN (B&W)	REGISTERED	10	245915	12/13/2001	RENEWAL	12/13/2011
COLOMBIA	THERA-BAND AND DESIGN (COLOR)	REGISTERED	10	245909	12/13/2001	RENEWAL	12/13/2011
COLOMBIA	THERA-BAND AND DESIGN (COLOR)	REGISTERED	28	244357	11/16/2001	RENEWAL	11/16/2011
CZECH REPUBLIC	THERA-BAND	REGISTERED	09; 10; 28	251917	2/24/2003	RENEWAL	5/15/2012
DENMARK	DYNA-BAND	REGISTERED	10; 28	VR 0098 1994	2/18/1994	RENEWAL	2/18/2014
DENMARK	HYGENIC AND H DESIGN	REGISTERED	05; 10; 28	VR08362 1992	9/11/1992	RENEWAL	9/11/2012
DENMARK	THERA-BAND	REGISTERED	10	VR08919 1993	12/24/1993	RENEWAL	12/24/2013
ECUADOR	AQUAFINS	REGISTERED	28	8629-00	11/30/2000	RENEWAL	11/30/2010
ECUADOR	AQUAFINS	REGISTERED	10	8630-00	11/30/2000	RENEWAL	11/30/2010
EUROPEAN COMMUNITY	AQUAFINS	REGISTERED	09; 10; 28	912816	4/17/2000	RENEWAL	8/24/2008
EUROPEAN COMMUNITY	THERA-BAND	REGISTERED	09; 10; 16; 28	920892	4/17/2000	RENEWAL	9/2/2008
EUROPEAN COMMUNITY	THERA-BAND AND DESIGN (B&W)	REGISTERED	09; 10; 28	1943885	12/16/2002	RENEWAL	11/8/2010
EUROPEAN COMMUNITY	THERA-BAND AND DESIGN (COLOR)	REGISTERED	09; 10; 28	1949551	9/27/2002	RENEWAL	11/10/2010
EUROPEAN COMMUNITY	THERAROBIC S	REGISTERED	09; 28; 41	846071	11/9/1999	RENEWAL	6/3/2008
FINLAND	DYNA-BAND	REGISTERED	10; 28	119181	5/20/1992	RENEWAL	5/20/2012
FINLAND	HYGENIC AND H DESIGN	REGISTERED	10	200442	5/15/1996	RENEWAL	5/15/2006
FINLAND	HYGENIC AND H DESIGN	REGISTERED	10	200442	5/15/1996	RENEWAL	5/15/2006
FINLAND	THERA-BAND	REGISTERED	10	201034	7/15/1996	RENEWAL	7/15/2006
FINLAND	THERA-BAND	REGISTERED	10	201034	7/15/1996	RENEWAL	7/15/2006
FRANCE	DYNA-BAND	REGISTERED	10; 28	1610233	8/16/1990	RENEWAL	8/16/2010

FRANCE	HYGENIC AND H DESIGN	REGISTERED	05; 10; 28	1651880	3/22/1991	RENEWAL	3/22/2011
FRANCE	THERA-BAND	REGISTERED	05	1467991	5/26/1998	RENEWAL	5/26/2008
GERMANY	DYNA-BAND	REGISTERED	10; 28	1178451	6/28/1991	RENEWAL	8/16/2010
GERMANY	HYGENIC AND H DESIGN	REGISTERED	05; 10; 28	2006219	11/13/1991	RENEWAL	1/22/2011
GERMANY	THERA-BAND	REGISTERED	10	1178481	7/1/1991	RENEWAL	5/25/2008
GREECE	DYNA-BAND	REGISTERED	10; 28	100292	11/17/1994	RENEWAL	8/16/2010
GREECE	HYGENIC AND H DESIGN	REGISTERED	05; 10; 28	103904	5/17/1995	RENEWAL	5/3/2011
GREECE	THERA-BAND	REGISTERED	10	116382	5/17/1996	RENEWAL	10/20/2013
HUNGARY	THERA-BAND	REGISTERED	10; 28	175360	5/6/2003	RENEWAL	5/17/2012
IRELAND	DYNA-BAND	REGISTERED	10; 28	141486	8/15/1990	RENEWAL	2/16/2007
IRELAND	HYGENIC AND H DESIGN	REGISTERED	10	143241	10/8/1993	RENEWAL	1/13/2008
IRELAND	THERA-BAND	REGISTERED	10	157724	5/26/1995	RENEWAL	10/11/2010
ISRAEL	THERA-BAND	REGISTERED	10	156956	12/4/2003	RENEWAL	5/7/2012
ISRAEL	THERA-BAND	REGISTERED	28	156957	7/4/2004	RENEWAL	5/7/2012
ITALY	DYNA-BAND	REGISTERED	10; 28	587979	2/15/1993	RENEWAL	8/10/2010
ITALY	DYNA-BAND	RENEW PEND	41; 42	690762	10/21/1996	CHECK STATUS OF RENEWAL	1/28/2007
ITALY	DYNA-BAND	RENEW PEND	41; 42	690762	10/21/1996	RENEWAL	11/28/2014
ITALY	HYGENIC AND H DESIGN	REGISTERED	05; 10; 28	623157	6/14/1994	RENEWAL	5/2/2011
ITALY	THERA-BAND	REGISTERED	10	677912	5/14/1996	RENEWAL	10/25/2013
JAPAN	DYNA-BAND	REGISTERED	28	4113423	2/13/1998	RENEWAL	2/13/2008
JAPAN	HYGENIC AND H DESIGN	REGISTERED	05	4143278	5/8/1998	RENEWAL	5/8/2008
JAPAN	HYGENIC AND H DESIGN	REGISTERED	10	4362388	2/18/2000	RENEWAL	2/18/2010
JAPAN	HYGENIC AND H DESIGN	REGISTERED	17	4159679	6/26/1998	RENEWAL	6/26/2008
JAPAN	THERA-BAND	REGISTERED	01	2717467	10/31/1996	RENEWAL	10/31/2006
JAPAN	THERA-BAND	REGISTERED	28	4086677	11/28/1997	RENEWAL	11/28/2007
JAPAN	THERA-BAND AND DESIGN (B&W)	REGISTERED	10; 28	4543834	2/15/2002	RENEWAL	2/15/2012
JAPAN	THERA-BAND AND DESIGN (B&W)	REGISTERED	10; 28	4543834	2/15/2002	RENEWAL	2/15/2012

JAPAN	THERA-BAND AND DESIGN (COLOR)	REGISTERED	10; 28	4543836	2/15/2002	RENEWAL	2/15/2012
JAPAN	THERAROBIC S	REGISTERED	28; 41	4376222	4/14/2000	RENEWAL	4/14/2010
KOREA, REPUBLIC OF	AQUAFINS	REGISTERED	10; 28	463276	1/19/2000	RENEWAL	1/19/2010
KOREA, REPUBLIC OF	THERA-BAND	REGISTERED	10	259028	3/4/1993	RENEWAL	3/4/2013
KOREA, REPUBLIC OF	THERA-BAND	REGISTERED	10; 28	466945	3/21/2000	RENEWAL	3/21/2010
KOREA, REPUBLIC OF	THERA-BAND AND DESIGN (B&W)	REGISTERED	10; 28	532234	10/11/2002	RENEWAL	10/11/2012
KOREA, REPUBLIC OF	THERA-BAND AND DESIGN (COLOR)	REGISTERED	10; 28	521778	5/30/2002	RENEWAL	5/30/2012
MALAYSIA	HYGENIC AND H DESIGN	PENDING	10			RESP TO STS INQ?	1/28/2006
MALAYSIA	HYGENIC AND H DESIGN	PENDING	10			CHECK STATUS OF APP	6/15/2006
MALTA	DYNA-BAND	REGISTERED	10	19926	9/2/1991	RENEWAL	8/20/2014
MALTA	DYNA-BAND	REGISTERED	28	19927	9/2/1991	RENEWAL	8/20/2014
MEXICO	THERA-BAND	REGISTERED	10	416337	6/17/1992	RENEWAL	3/24/2012
MEXICO	THERA-BAND	REGISTERED		593559	11/25/1998	RENEWAL	10/21/2008
MEXICO	THERA-BAND AND DESIGN (B&W)	REGISTERED	10	738027	3/14/2002	RENEWAL	11/8/2010
MEXICO	THERA-BAND AND DESIGN (B&W)	REGISTERED	28	730171	1/29/2002	RENEWAL	11/8/2010
MEXICO	THERA-BAND AND DESIGN (B&W)	REGISTERED	09	723985	11/27/2001	RENEWAL	7/9/2011
MEXICO	THERA-BAND AND DESIGN (COLOR)	REGISTERED	10	724740	11/29/2001	RENEWAL	11/10/2010
MEXICO	THERA-BAND AND DESIGN (COLOR)	REGISTERED	28	765278	10/30/2002	RENEWAL	11/10/2010
MEXICO	THERA-BAND AND DESIGN (COLOR)	REGISTERED	09	755586	7/25/2002	RENEWAL	7/9/2011
MONACO	DYNA-BAND	REGISTERED	10; 28	R0021543	5/12/2000	RENEWAL	8/14/2010
NORWAY	AQUAFINS	REGISTERED	10; 28	198726	8/11/1999	RENEWAL	8/11/2009
NORWAY	DYNA-BAND	REGISTERED	10; 28	152399	9/24/1992	RENEWAL	9/24/2012
NORWAY	THERAROBIC S	REGISTERED	28; 41	193241	10/2/1998	RENEWAL	10/2/2008
PERU	AQUAFINS	REGISTERED	10	52773	2/24/1999	RENEWAL	2/24/2009

PERU	AQUAFINS	REGISTERED	28	52960	2/26/1999	RENEWAL	2/26/2009
POLAND	THERA-BAND	PENDING	10; 28			CHECK STATUS OF APP	6/15/2006
PORTUGAL	DYNA-BAND	REGISTERED	10	266675	11/16/1992	DECLARAT ION OF USE	11/16/2007
PORTUGAL	DYNA-BAND	REGISTERED	10	266675	11/16/1992	RENEWAL	11/16/2012
PORTUGAL	DYNA-BAND	REGISTERED	28	266676	11/16/1992	RENEWAL	11/16/2012
PORTUGAL	DYNA-BAND	REGISTERED	28	266676	11/16/1992	DECLARAT ION OF USE	11/16/2007
PORTUGAL	HYGENIC AND H DESIGN	REGISTERED	05	273052	3/31/1993	RENEWAL	3/31/2013
PORTUGAL	HYGENIC AND H DESIGN	REGISTERED	10	273053	3/26/1993	RENEWAL	3/26/2013
PORTUGAL	HYGENIC AND H DESIGN	REGISTERED	10	273053	3/26/1993	DECLARAT ION OF USE	3/26/2008
PORTUGAL	THERA-BAND	REGISTERED	10	295414	12/20/1994	RENEWAL	12/20/2014
PORTUGAL	THERA-BAND	REGISTERED	10	295414	12/20/1994	DECLARAT ION OF USE	12/20/2009
PORTUGAL	THERA-BAND	REGISTERED	10	295414	12/20/1994	DECLARAT ION OF USE	12/20/2009
PORTUGAL	THERA-BAND	REGISTERED	10	295414	12/20/1994	RENEWAL	12/20/2014
PUERTO RICO	THERA-BAND	REGISTERED	44	30976	2/11/1992	RENEWAL	2/11/2012
PUERTO RICO	THERA-BAND	REGISTERED	10	49905	8/24/2001	RENEWAL	4/24/2011
PUERTO RICO	THERA-BAND	REGISTERED	28	49603	8/30/2001	RENEWAL	5/10/2010
PUERTO RICO	THERA-BAND AND DESIGN (B&W)	DEPOSIT	28	57803	6/10/2004	RENEWAL	6/18/2012
PUERTO RICO	THERA-BAND AND DESIGN (B&W)	REGISTERED	10	57809	6/10/2004	RENEWAL	6/18/2012
RUSSIAN FEDERATIO N	THERA-BAND	REGISTERED	09; 10; 28	254297	9/1/2003	RENEWAL	5/14/2012
SAUDI ARABIA	THERA-BAND	REGISTERED	10	273/63	1/16/1993	RENEWAL	9/20/2011
SAUDI ARABIA	THERA-BAND	REGISTERED	28	473/93	4/18/1999	RENEWAL	5/2/2008
SAUDI ARABIA	THERA-BAND	REGISTERED	28	473/93	4/18/1999	RENEWAL	5/2/2008
SAUDI ARABIA	THERA-BAND AND DESIGN (B&W)	REGISTERED	10	596/37	11/11/2001	RENEWAL	7/21/2010
SAUDI ARABIA	THERA-BAND AND DESIGN (B&W)	REGISTERED	28	586/17	9/2/2001	RENEWAL	7/21/2010

SAUDI ARABIA	THERA-BAND AND DESIGN (COLOR)	REGISTERED	10	593/65	10/24/2001	RENEWAL	8/1/2010
SAUDI ARABIA	THERA-BAND AND DESIGN (COLOR)	REGISTERED	28	594/13	10/28/2001	RENEWAL	8/1/2010
SINGAPORE	HYGENIC AND H DESIGN	REGISTERED	10	T95/04624 E	5/25/1995	RENEWAL	5/25/2015
SLOVENIA	THERA-BAND	REGISTERED	10; 28	20027062 3	11/8/2002	RENEWAL	5/10/2012
SOUTH AFRICA	THERA-BAND	TO BE PUB	10			CHECK STATUS OF APP	6/15/2006
SOUTH AFRICA	THERA-BAND	TO BE PUB	10				
SOUTH AFRICA	THERA-BAND	PENDING	28			CHECK STATUS OF APP	6/15/2006
SPAIN	DYNA-BAND	REGISTERED	10	1585250	3/5/1993	RENEWAL	8/16/2010
SPAIN	DYNA-BAND	REGISTERED	28	2124363	12/21/1998	RENEWAL	11/6/2007
SPAIN	HYGENIC AND H DESIGN	REGISTERED	10	1920092	4/5/1995	RENEWAL	9/6/2014
SPAIN	THERA-BAND	REGISTERED	10	1786082	9/4/1994	RENEWAL	10/25/2013
SWEDEN	DYNA-BAND	REGISTERED	10; 28	231723	3/20/1992	RENEWAL	3/20/2012
SWEDEN	HYGENIC AND H DESIGN	REGISTERED	05; 10	335650	3/24/2000	RENEWAL	3/24/2010
SWEDEN	THERA-BAND	REGISTERED	10	277877	11/22/1991	RENEWAL	11/22/2011
SWITZERLAND	AQUAFINS	REGISTERED	10; 28	467601	9/17/1998	RENEWAL	9/17/2008
SWITZERLAND	DYNA-BAND	REGISTERED	10; 28	384212	7/3/1991	RENEWAL	8/15/2010
SWITZERLAND	HYGENIC AND H DESIGN	REGISTERED	05; 10	430090	11/7/1996	RENEWAL	6/30/2015
SWITZERLAND	THERA-BAND	REGISTERED	10	356844	1/6/1988	RENEWAL	8/19/2007
SWITZERLAND	THERA-BAND	REGISTERED	10; 28	467600	9/17/1998	RENEWAL	9/17/2008
SWITZERLAND	THERA-BAND AND DESIGN (B&W)	REGISTERED	09; 10; 28	486070	6/20/2001	RENEWAL	11/8/2010
SWITZERLAND	THERA-BAND AND DESIGN (COLOR)	REGISTERED	09; 10; 28	489533	9/26/2001	RENEWAL	11/13/2010
SWITZERLAND	THERAROBICS	REGISTERED	28; 41	455894	11/4/1998	RENEWAL	5/7/2008
THAILAND	THERA-BAND	REGISTERED	10	TM25639	2/24/1995	RENEWAL	1/24/2014
THAILAND	THERA-BAND	REGISTERED	28	TM10839 6	2/14/2000	RENEWAL	11/13/2008

THAILAND	THERA-BAND AND DESIGN (B&W)	REGISTERED	10	TM16763 5	9/4/2002	RENEWAL	11/8/2010
THAILAND	THERA-BAND AND DESIGN (B&W)	REGISTERED	28	TM15737 8	4/25/2002	RENEWAL	11/8/2010
THAILAND	THERA-BAND AND DESIGN (COLOR)	REGISTERED	10	TM16282 4	7/4/2002	RENEWAL	11/13/2010
THAILAND	THERA-BAND AND DESIGN (COLOR)	REGISTERED	28	TM15908 1	5/15/2002	RENEWAL	11/13/2010
UNITED KINGDOM	DYNA-BAND	REGISTERED	10	1419170	1/27/1995	RENEWAL	2/16/2007
UNITED KINGDOM	DYNA-BAND	REGISTERED	28	1419171	1/27/1995	RENEWAL	2/16/2007
UNITED KINGDOM	DYNA-BAND	REGISTERED	09	1454823	1/13/1995	RENEWAL	2/4/2008
UNITED KINGDOM	HYGENIC AND H DESIGN	REGISTERED	10	1453018	10/9/1992	RENEWAL	1/17/2008
UNITED KINGDOM	THERA-BAND	REGISTERED	10	1319651	11/4/1988	RENEWAL	8/24/2008
VENEZUELA	AQUAFINS	REGISTERED	10	P-215471	9/10/1999	RENEWAL	9/10/2009
VENEZUELA	AQUAFINS	REGISTERED	28	P-215473	9/10/1999	RENEWAL	9/10/2009
VENEZUELA	THERA-BAND	PENDING	44			CHECK STATUS	9/22/2006

TRADEMARK LICENSES

Trademark licenses from third parties:

1. The Hygenic Corporation licenses the trademark ABCO Latex Tubing pursuant to that certain ABCO Trademark License, dated as of March 3, 1993, by and between ABCO Dealers, Inc. and The Hygenic Corporation.
2. Trademark License, dated as of January 2, 1997, by and between The Hygenic Corporation and Coltene/Whaledent, Inc.

Trademark licenses to third parties:

1. License Agreement, dated as of September 5, 1996, by and among The Hygenic Corporation, Elliott Goldberg, Fabrication Enterprises Incorporated and Can-do Products, Inc.

2. Trademark License, dated as of January 2, 1997, by and between The Hygenic Corporation and Coltene/Whaledent, Inc.
3. Trademark License Agreement, dated as of June 23, 1999, by and between The Hygenic Corporation and Matrix Rehabilitation, Inc. (d/b/a Eagle Physical Therapy).
4. Trademark License Agreement, dated as of July 22, 1999, by and between The Hygenic Corporation and Advantage Marketing Associates, Inc.
5. Endorsement Agreement, dated as of December 22, 2003, by and between The Hygenic Corporation and American Physical Therapy Association.

Other Matters Relating to Trademarks

1. Georgiadis Karastergioe filed an application in Greece to register the trademark Thera-Band to identify elastic bandages. The Hygenic Corporation filed an opposition and a hearing was set for March 20, 2000. At the hearing, Mr. Karastergioe claimed that The Hygenic Corporation's trademark Thera-Band was not being used in the Greek market. In April 2002, the opposition was rejected and an appeal is pending.
2. Tisca Tools (which was later acquired by California Rubber) has a standing injunction regarding Class 25. The Hygenic Corporation is not pursuing Class 25 because it relates to clothing accessories, a class it is not active in..
3. The Therapy Connection registered the domain name www.theraband.com. The Hygenic Corporation became aware of this registration in May 1999 and sent several cease and desist letters to The Therapy Connection, all of which went unanswered. The Hygenic Corporation also sought compliance through the Network Information and Support Center asking for registration of the domain name in The Hygenic Corporation's name.
4. Dittman GmbH sells the Body Band with the color scheme yellow, red, green, blue in Europe. This product may infringe on the Thera-Band colors. However, due to the fact that Dittman's sales are sparse and that it generally sells only one color band at a time rather than the entire scheme, The Hygenic Corporation has decided not to take any action against Dittman.
5. Duomed, Inc., a dealer for Stretchwell, sells bands and tubing that indicate the Thera-Band color scheme (with the exception of tan, silver and gold). The Hygenic Corporation sent a cease and desist letter to Duomed. However, The Hygenic Corporation has not seen Duomed's products in the U.S. market and has decided not to take any action against Duomed.
6. JPM Products, a European dealer for Stretchwell, sells the JPM band and BEKA band that indicate the Thera-Band color scheme (with the exception of tan, silver and gold). The Hygenic Corporation sent a cease and desist letter to JPM. However, The Hygenic Corporation has not seen JPM products in the U.S. market and has decided not to take any action against JPM.

7. Ciber Exercise Set sells bands and tubing using the color scheme yellow, green, red, blue outside of the U.S. The Hygenic Corporation has not seen Ciber's products in the U.S. market and has decided not to take any action against Ciber.
8. BEKA sells the Gymnastikband, which indicates the Thera-Band color scheme. This product is supplied by JPM through Stretchwell. The Hygenic Corporation has only seen this product in Germany and has decided not to take any action against BEKA.
9. EPSON sells the Fitband, which indicates the Thera-Band color scheme. The Hygenic Corporation has not seen this product in the U.S. market and has decided not to take any action against EPSON.
10. Numed GmbH sells Tridex with the Thera-Band color scheme outside of the U.S. The Hygenic Corporation has seen this product only sporadically in the German market and has decided not to take any action against Numed.
11. In 1992, The Hygenic Corporation filed an application to register the trademark Thera-Band in Venezuela. Richard Tihanyl, David Feldman Katz and Alfred Gazzani filed oppositions. The Hygenic Corporation responded to the opposition. Delays ensued. Due to the modest level of sales in Venezuela, The Hygenic Corporation has decided to continue to use the trademark and wait for the Venezuelan trademark office to make a decision. A request for acceleration of the opposition was made on October 28, 2003 in a meeting with the Registrar at the Venezuelan Intellectual Property Registry.
12. Coltene/Whaledent Inc. may in certain circumstances defend the Marks that are the subject of that certain Trademark License, dated as of January 2, 1997, by and between The Hygenic Corporation and Coltene/Whaledent, Inc.
13. Coltene/Whaledent Inc. may in certain circumstances obtain title to the Intellectual Property that is the subject of that certain Manufacturing and Supply Agreement, dated as of December 16, 1996, by and between The Hygenic Corporation and Coltene/Whaledent, Inc.
14. The Hygenic Corporation delivered certain Intellectual Property to Fort Knox Escrow Services, Inc. pursuant to that certain Escrow Agreement, dated as of December 20, 1996, by and among The Hygenic Corporation, Fort Knox Escrow Services, Inc. and Coltene/Whaledent Inc.

Potential Revocation of Proprietary Right

Hygenic has eight trademark applications pending with the U.S. Patent and Trademark Office ("USPTO"), each to register Hygenic's trademark rights in a different color of exercise band. The USPTO has issued or is likely to soon issue final refusals with respect to the applications. The applications will remain pending for six months after such notice. Hygenic intends to file requests for reconsideration at a later date. Regardless, Hygenic believes, based upon the number of years it has used the marks and the high degree of recognition of the marks amongst the relevant consuming public, that it has strong claims to such colors at common law.