

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																										
NATURE OF CONVEYANCE:	SECURITY INTEREST																																										
CONVEYING PARTY DATA																																											
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Registration Number:	2510961	HPQR HIGH PERFORMANCE-QUICK RECOVERY
Registration Number:	2001198	CRYOTHERAPY "THE COLD METHOD"
Registration Number:	2234542	STOPS PAIN COLD
Registration Number:	2960646	YOUR CLEAR SOLUTION FOR PAIN RELIEF
Registration Number:	2334826	CRYOFREEZE
Registration Number:	2269944	PAIN RELIEF THAT WORKS!

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: 12

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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), the Company, HPP, Grantor 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, 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, Hygenic Acquisition Co., a Delaware corporation ("**Parent**"), The Hygenic Corporation, a Delaware corporation (the "**Company**"), Hygenic Performance Products, Inc., a Delaware corporation ("**HPP**"), and Grantor (Grantor, HPP and Hygenic 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, 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

TRADEMARK

REEL: 003325 FRAME: 0374

granted to Grantee for the benefit of Grantee and Purchasers 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.

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 the date hereof (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.

*- Remainder of Page Intentionally Left Blank -
[Signature Page Follows]*

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

PERFORMANCE HEALTH, INC.,
a Pennsylvania corporation

By: Kurt Markhofer
Name: Kurt Markhofer
Title: CFO

Acknowledged:

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

By: _____
Name: _____
Title: _____

[ACAS DRAFT 5/09/06]

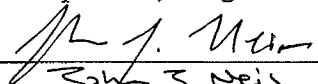
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PERFORMANCE HEALTH, INC.,
a Pennsylvania corporation

By: _____
Name: _____
Title: _____

Acknowledged:

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

By: 
Name: E. J. Neis
Title: Vice President

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

Mark	Serial No.	App Date	Reg No.	Reg Date	Status of Mark	Owner/Applicant	Assignment Recording Information
PERFORMANCE HEALTH	76623696	12/08/2004	n/a	n/a	Published 09/06/2005	Performance Health, Inc.	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 Mark	Owner/ Applicant	Assignment Recording Information
PERFORMANCE -QUICK RECOVERY						Health, Inc. (by assignment)	R/F: 2277/0233
PER FORM	75048323	10/06/1995	n/a	n/a	Abandoned 08/05/1997	Biofreeze Associates (by assignment)	02/07/1997 R/F: 1575/0412
THE ORIGINAL CRYOTHERAPY PAIN RELIEVING GEL	75042063	01/11/1996	n/a	n/a	Abandoned 03/07/1997	Biofreeze Associates (by assignment)	02/07/1997 R/F: 1575/0412
CRYOTHERAPY "THE COLD METHOD"	74721223	08/28/1995	2001198	09/17/1996	Registered	Performance Health, Inc. (by assignment)	03/12/2004 R/F: 3058/0410
BIOEX	74631403	02/08/1995	n/a	n/a	Abandoned 07/17/1996	Performance Health, Inc.	n/a
CRYOSPRAY	76558292	10/27/2003	n/a	n/a	Published 08/03/2004	Performance Health, Inc.	n/a
PERFORM	75945072	02/23/2000	n/a	n/a	Abandoned 07/17/1996	Performance Health, Inc. (by assignment)	08/25/2003 R/F: 2811/0684
BIOTIZE	75515342	07/08/1998	n/a	n/a	Abandoned 09/08/1999	Performance Health, Inc.	n/a
STOPS PAIN COLD	75009632	10/06/1995	2234542	03/23/1999	Registered	Performance Health, Inc. (by assignment)	03/12/2004 R/F: 3058/0410
PERFORMANCE HEALTH	76623861	12/08/2004	n/a	n/a	Published 09/13/2005	Performance Health, Inc.	n/a
SPA FIRM	76538001	08/06/2003	n/a	n/a	Abandoned 04/13/2004	Performance Health, Inc.	n/a
TRAINER APPROVED ATHLETE PREFERRED	75076041	03/14/1996	n/a	n/a	Abandoned 04/22/1997	Biofreeze Associates (by assignment)	03/26/1997 R/F: 1575/0412
YOUR CLEAR SOLUTION FOR PAIN RELIEF	76568670	12/24/2003	2960646	06/07/2005	Registered	Performance Health, Inc.	n/a
MVP-MOST VALUABLE PLAYER	76062490	06/05/2000	n/a	n/a	Abandoned 09/10/2001	Performance Health, Inc.	n/a
CRYOFREEZE	75559990	09/18/1998	2334826	03/28/2000	Registered	Performance Health, Inc. Biofreeze Associates (both by assignment)	04/05/2005 R/F: 3060/0096

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 RELIEVES 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

	Guyana	Reg. 10,660	4-01-1996
	Honduras	App. 2004-014453	8-16-2004
	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
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None