

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
Comerica Bank - Texas		03/30/2001	Banking Association: TEXAS
RECEIVING PARTY DATA			
Name:	Znetix Acquisition, L.P.		
Street Address:	600 University Street		
Internal Address:	Suite 2500		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1496663	FLUIDOTHERAPY	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2124552327		
Email:	bmccloskey@stblaw.com		
Correspondent Name:	Brian P. McCloskey		
Address Line 1:	425 Lexington Avenue		
Address Line 2:	Simpson Thacher & Bartlett LLP		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	010395/0897		
NAME OF SUBMITTER:	Brian P. McCloskey		
Signature:	/BPM/		

OP \$40.00 1496663

Date:

03/21/2007

Total Attachments: 8

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**TRADEMARK
ASSIGNMENT**

WHEREAS, Henley Healthcare, Inc, d/b/a Henley International, Inc., ("Assignor"), a Texas corporation whose address is 130 Industrial Boulevard, Sugar Land, Texas 77478, is the owner of the entire right, title and interest in and to the following trademark registrations or applications (collectively the "Trademarks"):

Trademark	Country	Registration No.
BDI 320	US	1,516,280
PITRON	US	949,266
FLUIDTHERAPY	US	1,496,653
MF & Design	China	371,178
HYDRA-FITNESS	Australia	A416297
HYDRA-FITNESS	Canada	531,168
HYDRA-FITNESS	Mexico	74285
HYDRA-FITNESS	United Kingdom	1,218,360
HYDRA-FITNESS	US	1,338,083
JELTRODE	US	1,468,031
KINETRON	Australia	A473259
KINETRON	Canada	345,217
KINETRON	France	1,307,830
KINETRON	Germany	1086606
KINETRON	Italy	439728
KINETRON	Japan	287612
KINETRON	Sweden	199,238
KINETRON	Switzerland	340989
KINETRON	United Kingdom	1240936
KINETRON	US	1,386,026
NORM	US	2,202,834
NORM	US	2,159,497
OMNI-TRON	Australia	A418696
OMNI-TRON	Canada	319,863
OMNI-TRON	United Kingdom	1,228,381
OMNI-TRON	US	1,327,192
ORTHOTRON	Australia	A382428
ORTHOTRON	Canada	344,719
ORTHOTRON	France	1,307,831
ORTHOTRON	Italy	439729
ORTHOTRON	Sweden	208599
ORTHOTRON	Switzerland	340981
ORTHOTRON	US	1,228,188
PRO-KOW 2000	US	1,216,893
TRU-TRAC	US	1,833,337

Trademark	Country	Registration No.
ONE	US	1,517,489

Trademark	Serial No.	Filing Date
BPAINEX	76/101,965	08/02/2000

and

WHEREAS, COMERICA BANK - TEXAS ("Collateral Assignee"), a Texas Banking Association, whose address is P.O. 650282, MC 6510, Dallas, Texas 75265-0282, is, to the extent Assignor owned, on or before March 12, 2001, the Trademarks, as a result of (i) that certain Security Agreement dated June 30, 1997, executed by Assignor, as Debtor, and in favor of Collateral Assignee, as Secured Party, and (ii) Agreement Concerning Previously Executed Security Agreements dated March 1, 2001 (collectively the "Security Agreement") the owner and holder of a security interest in and to the Trademarks;

WHEREAS, as a result of Assignor's default under the terms of the Security Agreement, the Collateral Assignee notified of a foreclosure sale of the Assignor's rights, title and interest in and to, among other property, the Trademarks;

WHEREAS, Zneck Acquisition, L.P. ("Assignee"), a Texas limited partnership, whose address is 600 University Street, Suite 2500, Seattle, Washington 98101, offered at the foreclosure sale the best price and acquired from Collateral Assignee, all of the Assignor's rights, title and interest in and to, among other property, the Trademarks;


NOW, THEREFORE, for and in consideration of the sum of One Dollar and other good and valuable consideration, the Assignee, Collateral Assignee and Assignor join herein for purposes of acknowledging the accuracy of the recitals set forth above and to acknowledge that, the Collateral Assignee has, and hereby does, on behalf of the Assignor (and as a foreclosing creditor), sell, assign, transfer and set over to Assignee, any and all right, title and interest of Assignor in and to the Trademarks (collectively "Assigned Trademarks") together with, if any, rights related thereto throughout the world, and any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith, to be held and enjoyed by the Assignee for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if the assignment described in the Security Agreement and the foreclosure sale evidenced hereby had not been made. Any warranty of title, express or implied, contained herein, is made by the Collateral Assignee on behalf of Assignor (and not by Collateral Assignee) pursuant to the terms and under the rights granted in the Security Agreement.

And Assignor further hereby covenants and agrees that it will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said Assigned Trademarks, to Assignee, its successors, assigns or other legal representatives, shall sign all papers, make all rightful oaths and do all lawful acts requisite for such action, without further compensation but at the expense of said Assignee, its successors, or other legal representatives.

And Assignor does further covenant and agree that it will, at any time upon request, communicate to Assignee, its successors, assigns or other legal representatives, such facts relating to the Assigned Trademarks or the file histories thereof as may be known to it, and testify as to the same in any interference or other litigation when requested to do so, without further compensation but at the expense of said Assignee, its successors or other legal representatives.

EXECUTED as of this 30th day of March, 2001.

HENLEY HEALTHCARE, INC., D/B/A
HENLEY INTERNATIONAL, INC.,
a Texas corporation,
as Assignor

By: 
Name: _____
Title: President & CEO

COMERICA BANK - TEXAS,
a Texas banking association
as Collateral Assignee

By: _____
Name: _____
Title: _____

And Assignor does further covenant and agree that it will, at any time upon request, communicate to Assignee, its successors, assigns or other legal representatives, such facts relating to the Assigned Trademarks or the file histories thereof as may be known to it, and testify as to the same in any interference or other litigation when requested to do so, without further compensation but at the expense of said Assignee, its successors or other legal representatives.

EXECUTED as of this 20th day of March, 2001.

HENLEY HEALTHCARE, INC., D/B/A
HENLEY INTERNATIONAL, INC.,
a Texas corporation,
as Assignor

By: _____
Name: _____
Title: _____

COMERICA BANK - TEXAS,
a Texas banking association
as Collateral Assignee

By: Rubin Klein
Name: Rubin Klein
Title: Vice-President

ZNETIX ACQUISITION, L.P.,
a Texas limited partnership,
as Assignee

By: its sole general partner,
Znetix Management, L.L.C.
a Texas limited liability company

By: _____
Name: _____
Title: _____

ZNETIX ACQUISITION, L.P.,
a Texas limited partnership,
as Assignee

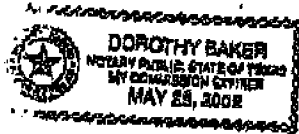
By: its sole general partner,
Znetix Management, L.L.C.
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared Dennis King, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me under oath that he executed the same as the set and deed of Hentley Healthcare, Inc., d/b/a Hanley International, Inc., as President & CEO thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 30th day of March, 2001.



Dorothy Baker
Notary Public for
the State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared John M. [unclear], known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me under oath that he executed the same as the set and deed of Comerica Bank - Texas, a Texas banking association, as thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 20th day of March, 2001.



Yara Morton
Notary Public in and for
the State of Texas

STATE OF WASHINGTON

COUNTY OF King

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BEFORE ME, the undersigned authority, on this day personally appeared Ron Zimmerman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me under oath that he executed the same as the act and deed of Zactix Management L.L.C., a Texas limited liability company, in its capacity as sole general partner of Zactix Acquisition, L.P., a Texas limited partnership, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 30th day of March, 2001.

Devin C. Lesher
Notary Public in and for
the State of Washington

