## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

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

### **CONVEYING PARTY DATA**

Formerly	Execution Date	Entity Type
	03/26/2007	CORPORATION:
	,	,

#### **RECEIVING PARTY DATA**

Name:	ENCORE MEDICAL ASSET CORPORATION	
Street Address:	PO Box 530759	
City:	Henderson	
State/Country:	NEVADA	
Postal Code:	89053-0759	
Entity Type:	CORPORATION: NEVADA	

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2815663	CYCLONE
Registration Number:	2846181	CYCLONE

### **CORRESPONDENCE DATA**

Fax Number: (512)834-6310

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

Phone: 5128346208

Email: harry\_zimmerman@encoremed.com

Correspondent Name: Harry L. Zimmerman
Address Line 1: 9800 Metric Boulevard
Address Line 4: Austin, TEXAS 78758

NAME OF SUBMITTER:	Harry L. Zimmerman
Signature:	/s/ Harry L. Zimmerman
Date:	03/27/2007 <b>TRADEMARK</b>

900072689 REEL: 003508 FRAME: 0113

Total Attachments: 3 source=BofA SI Release 3-26-07#page1.tif source=BofA SI Release 3-26-07#page2.tif source=BofA SI Release 3-26-07#page3.tif

> TRADEMARK REEL: 003508 FRAME: 0114

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

This INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (this "Release") is made as of March **26**, 2007, (The "Effective Date"), by Bank of America, N.A. ("Bank of America"), as Collateral Agent for each of the Secured Parties (as defined in the Credit Agreement referred to below), in favor of Encore Medical Asset Corporation.

WHEREAS, pursuant to (i) that certain Credit Agreement, dated as of November 3, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time the "Credit Agreement"), by and among ReAble Therapeutics Finance LLC (f/k/a Encore Medical Finance LLC) ("Borrower") ReAble Therapeutics Holdings LLC (f/k/a Encore Medical Holdings LLC) ("Holdings"), Bank of America as Administrative Agent, and the Lenders party thereto, (capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement) and (ii) that certain Intellectual Property Security Agreement, dated as of November 3, 2006, between Borrower, Holdings, certain subsidiaries of Holdings (the "Grantors"), and Bank of America, as Collateral Agent (the "Collateral Agent") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), each Grantor granted to the Collateral Agent, a security interest in, among other property, certain intellectual property of the Grantors including a security interest in the intellectual property identified on Schedule A attached hereto (such security interest, being the "Security Interest" and such intellectual property being the "Released Intellectual Property");

WHEREAS, the Security Agreements were recorded with the United States Patent and Trademark Office with respect to patents and trademarks; and

WHEREAS, in accordance with the provisions of the Credit Agreement and the Security Agreement, the Collateral Agent desires to release the Security Interest in the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

- The Collateral Agent hereby terminates, releases, and discharges the Security Interest in the Released Intellectual Property, and any right, title, or interest of the Collateral Agent or any Lender in such Released Intellectual Property, including the goodwill associated therewith, shall hereby cease and become void.
- 2. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to affect the release of the Security Interest contemplated hereby.
- 2. Copies of an executed version of this Release transmitted by telecopier or other electronic transmission service shall be effective as delivery of an original executed version of this Release.
- 3. This Release shall be governed by, and construed in ordinance with, the laws of the State of New York.

TRADEMARK REEL: 003508 FRAME: 0115 IN WITNESS WHEREOF, Bank of America has caused this Release to be executed by their duly authorized representatives as of the date first above written

BANK OF AMERICA, N.A.

as Administrative Agent

By Name: Alysa Trakas

Title: Vice President

## Schedule A

# **Trademarks**

Country	Trademark No.	Title/Mark	Date Filed/Issued
U.S.	2,815,663	CYCLONE	2/17/2004
U.S.	2,846,181	CYCLONE (stylized)	5/25/2004

# **Patents**

Country	Patent App. No.	Title/Mark	Date Filed/Issued
U.S.	10/676064	Anterior Cervical	10/2/2003
		Plate	

C8402112

RECORDED: 03/27/2007

REEL: 003508 FRAME: 0117

**TRADEMARK**