

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Encore Medical Asset Corporation		03/26/2007	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zimmer Spine, Inc.		
<b>Street Address:</b>	7375 Bush Lake Road		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55439		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2815663	CYCLONE	
<b>Registration Number:</b>	2846181	CYCLONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(317)237-1000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	317-237-0300		
<b>Email:</b>	inteas@bakerd.com		
<b>Correspondent Name:</b>	Baker & Daniels LLP		
<b>Address Line 1:</b>	300 N. Meridian St.		
<b>Address Line 2:</b>	Suite 2700		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	976360.490		
<b>NAME OF SUBMITTER:</b>	Stephanie A. Hale		
<b>Signature:</b>	/sah/		

OP \$65.00 2815663

Date:

03/29/2007

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

Reference is hereby made to the Asset Purchase Agreement (the "Agreement") dated as of March 26<sup>th</sup>, 2007, by and between Zimmer Spine, Inc., a Delaware corporation ("Assignee") and Encore Medical, L.P., a Delaware limited partnership ("Encore"). Pursuant to the Agreement, Encore has caused its affiliate, Encore Medical Asset Corporation, a Nevada corporation ("Assignor"), to make this Trademark Assignment ("Assignment") this 26<sup>th</sup> day of March, 2007, to Assignee.

### WITNESSETH:

WHEREAS, pursuant to the Agreement, Encore desires to transfer to Assignee and Assignee desires to accept from Encore certain assets, including, without limitation, certain intellectual property assets;

WHEREAS, pursuant to the Agreement, Encore must cause Assignor to deliver an assignment of certain intellectual property assets to Assignee in a form satisfactory to Assignee; and

WHEREAS, in accordance therewith, Assignor desires to assign to Assignee all of Assignor's worldwide right, title and interest in, to and under all of Assignor's common law and registered trademarks which are set forth on Exhibit A attached hereto (collectively, the "Marks") and the goodwill of Assignor's businesses which is associated therewith and which is symbolized thereby.

NOW, THEREFORE, Assignor, for and in exchange for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, grant and convey to Assignee, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, options or limitation of every kind, except for that certain lien in favor of Bank of America, N.A. dated October 4, 2004 and that certain lien in favor of Bank of America, N.A. dated November 3, 2006, all of Assignor's worldwide right, title and interest in, to and under the Marks, including the applications for each of the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising on, prior to or subsequent to the date of this Assignment, and any and all registrations, renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor shall execute, acknowledge and deliver to Assignee, at Assignee's request, any and all further documents, papers, affidavits, statements and/or other instruments, in the format required by Assignee, to confirm Assignee's ownership of all rights pursuant to this Assignment.

This Assignment shall be binding upon the successors and assigns of Assignor and inure to the benefit of the successors and assigns of Assignee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment on the 26<sup>th</sup> day of March 2007.

**ENCORE MEDICAL ASSET CORPORATION**

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

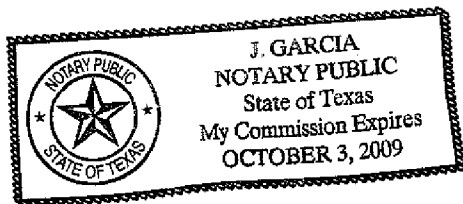
Name: Harry L. Zimmerman

Title: Executive Vice President—General Counsel

STATE OF TEXAS        )  
                                  )  
COUNTY OF TRAVIS    )

Before me, a Notary Public, in and for said County and State, personally appeared Harry L. Zimmerman known to me to be the Executive Vice President—General Counsel of Encore Medical Asset Corporation, a Nevada corporation, who acknowledged the execution of the foregoing instrument as their free act and deed.

WITNESS my hand and Notarial Seal this 26<sup>th</sup> day of March 2007.




\_\_\_\_\_  
Notary Public Signature

Printed Name: Janet Garcia

My Commission Expires:

My County of Residence: United States

**EXHIBIT A**

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
CYCLONE	2,815,663	February 17, 2004
	2,846,181	May 25, 2004