

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
THE SAUNDERS GROUP, INC.		07/02/2007	CORPORATION: MINNESOTA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EMPI CORP.
<b>Street Address:</b>	599 Cardigan Road
<b>City:</b>	St. Paul
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55126
<b>Entity Type:</b>	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2595158	SAUNDERS 3D ACTIVETRAC
Registration Number:	1965975	HOMETRAC
Registration Number:	1839006	WORK S'PORT
Registration Number:	1745143	SAUNDERS S'PORTS
Registration Number:	1766637	
Registration Number:	1794821	S'PORT ALL
Registration Number:	1986484	THE SAUNDERS GROUP, INC.
Registration Number:	1944691	SULLY
Registration Number:	2173872	APOLLO PAKS
Registration Number:	2027476	ULTRA S'PORT
Registration Number:	2521000	SAUNDERS TOTAL BACK
Serial Number:	78923827	SAUNDERS DECOMPRESSION THERAPY
Registration Number:	2496809	SAUNDERS LUMBAR HOMETRAC
Registration Number:	2396529	E-Z S'PORT

**CH \$565.00 2595158**

Registration Number:	2424810	SAUNDERS CERVICAL TRACTION DEVICE
Registration Number:	2056350	POSTURE S'PORT
Registration Number:	2107950	STX
Registration Number:	2991309	FIRST S'PORT
Registration Number:	2399948	SAUNDERS
Registration Number:	2211782	S'PORT MAX
Registration Number:	2181547	STORK S'PORT
Registration Number:	2525617	THE DOAK COLLAR

**CORRESPONDENCE DATA**

Fax Number: (512)834-6310  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 512 834 6208  
Email: harry\_zimmerman@reableinc.com  
Correspondent Name: Harry L. Zimmerman  
Address Line 1: 9800 Metric Blvd  
Address Line 4: Austin, TEXAS 78758

NAME OF SUBMITTER:	Harry L. Zimmerman
Signature:	/s/ Harry L. Zimmerman
Date:	07/19/2007

Total Attachments: 4  
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## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of July 2, 2007, by The Saunders Group, Inc., a Minnesota corporation with its principal place of business at 4250 Norex Drive, Chaska, Minnesota 55318 ("*Assignor*"), to Empi Corp., a Minnesota corporation with its principal place of business at 599 Cardigan Road, St Paul, Minnesota 55126 ("*Assignee*").

### RECITALS

Assignor and ReAble Therapeutics, Inc., a Minnesota corporation and indirect parent of Assignee ("*Buyer*"), are parties to an Asset Purchase Agreement dated as of June 13, 2007 (the "*Agreement*"), pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, as Buyer's assignee of certain rights under the Agreement, and Assignee has so agreed to purchase and acquire from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively sell, convey, assign, transfer, deliver, grant, convey, assure and confirm to Assignee and its successors and assigns, all of such assets.

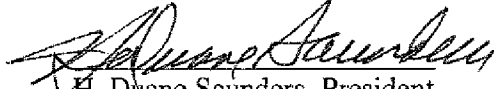
In accordance therewith, Assignor desires to sell, convey, assign, transfer, deliver and grant to Assignee, and Assignee desires to accept the sale, conveyance, assignment, transfer, delivery and grant of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "*Marks*").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement, including the payment of the Purchase Price set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers, delivers and grants to Assignee, and Assignee hereby accepts the sale, conveyance, assignment, transfer, delivery and grant of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada 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 of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks 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 of Servicemarks and Trademarks as of the date first above written

THE SAUNDERS GROUP, INC.

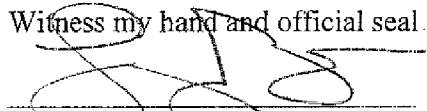
  
H. Duane Saunders, President

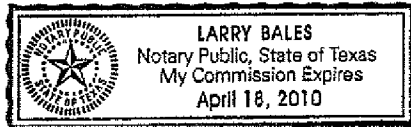
[SEAL]

State of Texas            )  
                                  ) ss :  
County of Travis        )

On this 2<sup>nd</sup> day of July, 2007, before me, Larry Bales, personally appeared H. Duane Saunders, President of The Saunders Group, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

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



**SCHEDULE A**

**REGISTERED SERVICEMARKS AND TRADEMARKS**

<b>Mark</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Country</b>	<b>Application Date</b>	<b>Registration Date</b>	<b>Status</b>
SAUNDERS 3D ACTIVETRAC	75/901,996	2595158	United States	24-Jan-00	16-Jul-02	Registered
HOMETRAC	74/542,117	1965975	United States	24-Jun-94	02-Apr-96	Registered
HOMETRAC	85016208	747263	Taiwan	11-Apr-96	01-Feb-97	Inactive
WORK S'PORT	74/339,671	1839006	United States	14-Dec-92	07-Jun-94	Registered
SAUNDERS S'PORTS	74/182,603	1745143	United States	05-Jul-91	05-Jan-93	Registered
DESIGN (S)	74/188,412	1766637	United States	25-Jul-91	20-Apr-93	Registered
S'PORT ALL	74/182,601	1794821	United States	05-Jul-91	28-Sep-93	Registered
THE SAUNDERS GROUP, INC.	74/492,203	1986484	United States	22-Feb-94	16-Jul-96	Registered
SULLY	74/521,232	1944691	United States	09-May-94	26-Dec-95	Registered
APOLLO PAKS	75/222,179	2173872	United States	07-Jan-97	14-Jul-98	Registered
ULTRA SPORT	74/542,118	2027476	United States	24-Jun-94	31-Dec-96	Inactive
SAUNDERS TOTAL BACK	75/878,344	2521000	United States	21-Dec-99	18-Dec-01	Registered
SAUNDERS DECOMPRESSION THERAPY	78/923,827		United States	06-Jul-06		Filed
SAUNDERS LUMBAR HOMETRAC	75/698,397	2496809	United States	05-May-99	09-Oct-01	Registered
E-Z S'PORT	75/698,387	2396529	United States	05-May-99	17-Oct-00	Registered
SAUNDERS CERVICAL TRACTION DEVICE	75/788,091	2424810	United States	30-Aug-99	30-Jan-01	Inactive
SAUNDERS	2916229	2916229	European Community	01-Nov-02	10-Nov-04	Registered
POSTURE S'PORT	75/036,378	2056350	United States	08-Dec-95	22-Apr-97	Registered
SIX	75/108,033	2107950	United States	22-May-96	21-Oct-97	Registered
FIRST S'PORT	76/581,484	2991309	United States	17-Mar-04	06-Sep-05	Registered
SAUNDERS	75/830,947	2399948	United States	25-Oct-99	31-Oct-00	Registered
S'PORT MAX	75/279,930	2211782	United States	23-Apr-97	15-Dec-98	Registered
STORK S'PORT	75/279,931	2181547	United States	23-Apr-97	11-Aug-98	Registered

			States			
THE DOAK COLLAR	75/645,485	2525617	United States	22-Feb-99	01-Jan-02	Inactive

**UNREGISTERED SERVICEMARKS AND TRADEMARKS**

None

**REGISTERED SERVICEMARK OR TRADEMARK APPLICATIONS**

None.

**TRADE NAMES**

None