

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REABLE THERAPEUTICS HOLDINGS LLC	FORMERLY ENCORE MEDICAL HOLDINGS LLC	08/29/2007	CORPORATION: DELAWARE
REABLE THERAPEUTICS FINANCE LLC	FORMERLY ENCORE MEDICAL FINANCE LLC	08/29/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77235740	XCEED
Serial Number:	77235737	RENEW
Serial Number:	77235738	ORBIS
Serial Number:	77208430	EMPICARE

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@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
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TRADEMARK

900085942

REEL: 003614 FRAME: 0108

CH \$115.00 77235740

Signature:

/s/ Harry L. Zimmerman

Date:

08/31/2007

Total Attachments: 5

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**Intellectual Property Security Agreement
Schedule Supplement**

This Intellectual Property Security Agreement Schedule Supplement, dated as of August 29, 2007 (the "**Schedule Supplement**") is a supplement to the Schedule II to the Intellectual Property Security Agreement dated as of November 3, 2006 (as amended, supplemented or otherwise modified from time to time, the "**Intellectual Property Security Agreement**"), among REABLE THERAPEUTICS HOLDINGS LLC (f/k/a Encore Medical Holdings LLC) ("**Holdings**"), REABLE THERAPEUTICS FINANCE LLC (f/k/a Encore Medical Finance LLC) (the "**Borrower**"), the Subsidiaries of Holdings from time to time party hereto and BANK OF AMERICA, N.A., as Collateral Agent

A. Reference is made to the Credit Agreement dated as of November 3, 2006 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and an L/C Issuer, each lender from time to time party thereto (collectively, the "**Lenders**" and individually, a "**Lender**"), BANC OF AMERICA SECURITIES LLC, as Arranger and Book Runner, CREDIT SUISSE SECURITIES (USA) LLC, as Arranger, Book Runner and Syndication Agent, and GENERAL ELECTRIC CAPITAL CORPORATION, as Documentation Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Intellectual Property Security Agreement or, if such term is not defined therein, in the Credit Agreement.

C. The Grantors have entered into the Intellectual Property Security Agreement in order to induce the Lenders to make Loans and the L/C Issuers to issue Letters of Credit. Section 2.03(c) of the Intellectual Property Security Agreement provides for the supplementing of Schedule II to the Intellectual Property Security Agreement, and this Schedule Supplement is intended to supplement Schedule II to the Intellectual Property Security Agreement.

Accordingly, the Collateral Agent and the Grantors signatory hereto agree as follows:

SECTION 1. In accordance with Section 2.03(c) of the Intellectual Property Security Agreement, each of the Grantors party hereto, by their respective signatures below, hereby (a) agrees that the Intellectual Property set forth on the supplemental Schedule II to the Intellectual Property Security Agreement, attached as Annex A hereto, constitutes After-Acquired Intellectual Property with respect to which the provisions of the Intellectual Property Security Agreement apply, and constitutes and is Intellectual Property Collateral for all purposes, (b) agrees that Schedule II to the Intellectual Property Security Agreement is hereby deemed amended and supplemented without further action to include the information reflected on Annex A hereto, and (c) represents and warrants that the representations and warranties made by it as a Grantor under the Intellectual Property Security Agreement are true and correct on and as of the date hereof, including with respect to the After-Acquired Intellectual Property set forth on Annex A hereto.

SECTION 2. Each of the Grantors signatory hereto represents and warrants to the Collateral Agent and the other Secured Parties that this Schedule Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Schedule Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Schedule Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Schedule Supplement that bears the signature of the Grantors and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Schedule Supplement by facsimile transmission or other electronic transmission (i.e. a "TIF" or "PDF") shall be as effective as delivery of a manually signed counterpart of this Schedule Supplement.

SECTION 4. Each of the Grantors party hereto hereby represents and warrants that set forth on Annex A attached hereto is a true and correct schedule of any and all After-Acquired Intellectual Property of such Grantor that has not been previously listed on Schedule II to the Intellectual Property Security Agreement (including by means of a prior schedule supplement).

SECTION 5. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 6. THIS SCHEDULE SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


SECTION 7. In case any one or more of the provisions contained in this Schedule Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

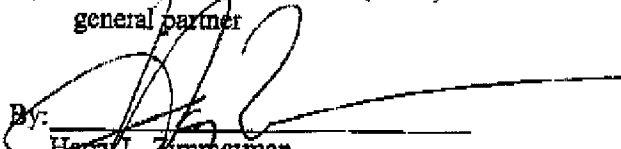
SECTION 9. Without limiting any other obligation in the Credit Agreement or any other Loan Document, the Grantors jointly agree to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Schedule Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the Grantors set forth below and the Collateral Agent have duly executed this Intellectual Property Security Agreement Schedule Supplement as of the day and year first above written.


REABLE THERAPEUTICS HOLDINGS LLC
(f/k/a Encore Medical Holdings LLC)
REABLE THERAPEUTICS FINANCE LLC (f/k/a
Encore Medical Finance LLC)
REABLE THERAPEUTICS FINANCE CORP
(f/k/a Encore Medical Finance Corp.)
REABLE THERAPEUTICS LLC (f/k/a Encore
Medical LLC)
ENCORE MEDICAL ASSET CORPORATION
ENCORE MEDICAL GP, INC
ENCORE MEDICAL PARTNERS, INC
EMPI, INC
EMPI CORP.
EMPI SALES LLC (f/k/a Empi Sales Corp)
COMPEX TECHNOLOGIES, LLC
EMPICARE, INC (f/k/a SpectraBrace, Ltd.)

By: 
Harry L. Zimmerman
Executive Vice President-General Counsel

ENCORE MEDICAL, L P
By: ENCORE MEDICAL GP, INC., its
general partner

By: 
Harry L. Zimmerman
Executive Vice President-General Counsel

BANK OF AMERICA, N A ,
as Collateral Agent

By: 
Name: JOHN P. WOFFORD
Title: VICE PRESIDENT

**Supplement to
Schedule II
to Intellectual Property Security Agreement**

INTELLECTUAL PROPERTY

PATENTS

<u>Country</u>	<u>Patent No.</u>	<u>Title/Mark</u>	<u>Owner of Record</u>	<u>Date Filed/ Date Issued</u>
U.S.	11/706455	Method and apparatus for applying neuromuscular electrical stimulation	Encore Medical Asset Corporation	2/13/2007
PCT	PCT/US/95/16053	Apparatus for electro-stimulation of flexing body portions	Encore Medical Asset Corporation	12/12/1995
PCT	PCT/US/06/014734	Electrical stimulation device and method for therapeutic treatment and pain management	Encore Medical Asset Corporation	4/19/2006
U.S.	11/153225	Inferential neuromuscular electrical stimulator system and apparatus	Encore Medical Asset Corporation	6/15/2005
U.S.	11/879221	Electrical Stimulation Device	Encore Medical Asset Corporation	7/16/2007

LICENSED PATENTS

<u>Country</u>	<u>Patent No.</u>	<u>Title/Mark</u>	<u>Owner of Record</u>	<u>Date Filed/ Date Issued</u>
U.S.	5,259,249	Hip joint femoral component endoprosthesis	ProLIFIC LLC	9/25/1992 11/9/1993

TRADEMARKS

<u>Trademarks</u>	<u>Country</u>	<u>Reg. No. / Date</u>	<u>App. No./File</u>	<u>Owner</u>	<u>Status</u>
XCEED	U.S.	n/a	77235740 20070723	Encore Medical Asset Corporation	pending
ORBIS	U.S.	n/a	77235738 20070723	Encore Medical Asset Corporation	pending
RENEW	U.S.	n/a	77235737 20070723	Encore Medical Asset Corporation	pending
EMPICARE and design	U.S.	n/a	77208430 20070618	Encore Medical Asset Corporation	pending
VITALSTIM	Brazil	n/a	826285040 20040415	Encore Medical Asset Corporation	pending