

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Encore Medical Asset Corporation		10/30/2009	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Wenzel Spine, Inc.		
Street Address:	2720 Bee Caves Road		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3503369	ADVANCED SPINE	
Registration Number:	3503368	ADVANCED SPINE	
Registration Number:	1819826	VARIFIX	
Registration Number:	2022150	VARIGRIP	
Registration Number:	2503433	VARILIFT	
CORRESPONDENCE DATA			
Fax Number:	(512)542-5229		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	512-320-9247		
Email:	AustinIP@akllp.com		
Correspondent Name:	Clarissa Marischen, Andrews Kurth LLP		
Address Line 1:	111 Congress Avenue, Suite 1700		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	189965		

CH \$140.00 3503369

NAME OF SUBMITTER:	Clarissa Marischen
Signature:	/clarissa marischen/
Date:	09/28/2010
Total Attachments: 5 source=Trademark Assignment_Encore Medical Asset to Wenzel#page1.tif source=Trademark Assignment_Encore Medical Asset to Wenzel#page2.tif source=Trademark Assignment_Encore Medical Asset to Wenzel#page3.tif source=Trademark Assignment_Encore Medical Asset to Wenzel#page4.tif source=Trademark Assignment_Encore Medical Asset to Wenzel#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made as of the 30th day of October, 2009, from Encore Medical Asset Corporation, a Nevada corporation ("*Assignor*"), to Wenzel Spine, Inc., a Texas corporation ("*Assignee*").

WHEREAS, Assignor, with its principal place of business at 1430 Decision Street, Vista, California 92081, is the owner of the entire right, title and interest in and to the trademarks, service marks, and the corresponding applications and registrations therefor, set forth on **Exhibit A** hereto (collectively, the "*Trademarks*"), together with the goodwill associated with the Trademarks; and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, between Encore Medical, L.P. (d/b/a DJO Surgical), a Delaware limited partnership, and Assignee, dated on or about the date hereof (the "*Purchase Agreement*"), Assignee, with a principal place of business at 2720 Bee Caves Road, Austin, Texas 78746, has agreed to acquire all the rights, title, and interest in and to the Trademarks, together with the goodwill associated with the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the consideration set forth in the Purchase Agreement, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. **Assignment.**

(a) **Assignment of Trademarks.** Assignor does hereby assign unto Assignee, its successors and assigns, all of its right, title and interest, whether statutory or at common law, in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks in the United States and all countries throughout the world, and together with the right to sue and collect damages and/or profits for past infringements of the Trademarks, the intent hereof being to substitute Assignee in the place of Assignor.

(b) **Registration of Trademarks.** Assignor further authorizes the appropriate authority or authorities whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of Assignee, its successors and assigns in accordance with the terms of this Agreement and at Assignee's expense.

(c) **Further Actions.** At Assignee's request, Assignor further agrees to execute any and all documents necessary or desirable to properly vest full right, title and interest in and to the Trademarks throughout the world in the name of Assignee, its successors and assigns, and to perform any other reasonable acts at Assignee's expense generally necessary for Assignee to obtain, maintain, issue or enforce the Trademarks.

2. **Representations and Warranties of Assignor.**

(a) **Organization, Good Standing, Qualification and Power.** Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada.

Assignor has the power and authority to execute, deliver and perform its obligations under this Assignment.

(b) Authorization. All action on the part of Assignor, its officers and partners necessary for the authorization, execution and delivery of this Assignment, the performance of all obligations of Assignor hereunder, and the sale and assignment of the Trademarks to Assignee has been taken or will be taken prior to such sale and assignment. This Assignment constitutes a valid and legally binding obligation of Assignor, enforceable against Assignor in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) Title to Trademarks. Except as set forth in the Purchase Agreement, Assignor represents and warrants to Assignee that it has good and marketable title to the Trademarks and, upon the sale and assignment of the Trademarks to Assignee, Assignee will acquire good and marketable title to the Trademarks, free and clear of all liens, encumbrances, security interests, restrictions and claims of any kind.

3. Miscellaneous.

(a) Modifications; Headings. No modification to this Assignment shall be binding unless made in writing and signed by the parties hereto. The headings herein have been inserted for convenience of reference only and do not define or limit the provisions hereof.

(b) Severability. To the extent that any provision, portion or extent of this Assignment is found invalid, illegal or unenforceable, then that provision, portion or extent shall be severed or deleted therefrom or limited so as to give effect to the intent of the parties hereto insofar as possible and that the remainder of this Assignment shall remain binding upon the Assignor and the Assignee. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provisions.

(c) Survival of Representations. The representations, warranties and covenants of Assignor contained in or made pursuant to this Assignment shall survive the execution and delivery of this Assignment.

(d) Governing Law. This Assignment and all claims arising out of this Assignment shall be governed by and construed under the laws of the State of Texas, without regard to conflicts of laws principles.

(e) Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each party has caused this Assignment to be signed by a duly authorized representative as of the date first written above:

ASSIGNOR:

ENCORE MEDICAL ASSET CORPORATION

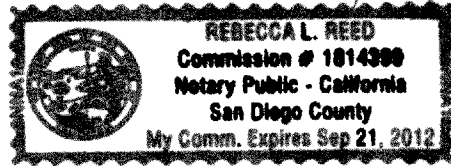
By: Tom Capizzi
Tom Capizzi
Executive Vice President

State of California
County of San Diego

On this 30th day of October, in the year 2009, before me Rebecca L. Reed, a notary public, personally appeared Tom Capizzi, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument above, and acknowledged that they executed the same. Witness my hand and official seal.

Rebecca L. Reed
Notary Public

My commission expires: Sep. 21, 2012



ASSIGNEE:

WENZEL SPINE, INC.

By: _____
Chad Neely
President

State of Texas
County of Travis

On this 30th day of October, in the year 2009, before me _____, a notary public, personally appeared Chad Neely, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument above, and acknowledged that they executed the same. Witness my hand and official seal.

Notary Public

My commission expires: _____

IN WITNESS WHEREOF, each party has caused this Assignment to be signed by a duly authorized representative as of the date first written above.

ASSIGNOR:

ENCORE MEDICAL ASSET CORPORATION

By: _____
Donald M. Roberts
Executive Vice President, General Counsel

State of California
County of San Diego

On this 30th day of October, in the year 2009, before me _____, a notary public, personally appeared Donald M. Roberts, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument above, and acknowledged that they executed the same. Witness my hand and official seal.

Notary Public

My commission expires: _____

ASSIGNEE:

WENZEL SPINE, INC.

By: _____
Chad Neely
President

State of Texas
County of Travis

On this 30th day of October, in the year 2009, before me Angela M. Spencer, a notary public, personally appeared Chad Neely, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument above, and acknowledged that they executed the same. Witness my hand and official seal.

Angela M. Spencer
Notary Public

My commission expires: 9/21/2011

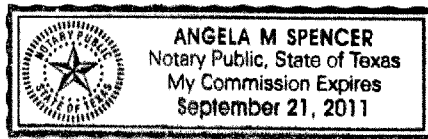


Exhibit A

TRADEMARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	Record Owner	Owner
ADVANCED SPINE	USA	76/635.768	4/14/2005	3503369	9/23/2008	Encore Medical Asset Corporation	Encore Medical Asset Corporation
ADVANCED SPINE & Design ADVANCED SPINE	USA	76/635.767	4/14/2005	3503368	9/23/2008	Encore Medical Asset Corporation	Encore Medical Asset Corporation
VARIFIX	USA	74/366.631	3/10/1993	1.819.826	2/8/1994	Encore Medical Asset Corporation	Encore Medical Asset Corporation
VARIGRIP	USA	75/046.446	1/22/1996	2.022.150	12/10/1996	Encore Medical Asset Corporation	Encore Medical Asset Corporation
VARILIFT	USA	75/639.233	2/8/1999	2.503.433	11/6/2001	Encore Medical Asset Corporation	Encore Medical Asset Corporation