

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507522

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		11/20/2007	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	ReAble Therapeutics Holdings LLC
Street Address:	1430 Decision Street
City:	Vista
State/Country:	CALIFORNIA
Postal Code:	92081
Entity Type:	Limited Liability Company: DELAWARE
Name:	ReAble Therapeutics Finance LLC
Street Address:	1430 Decision Street
City:	Vista
State/Country:	CALIFORNIA
Postal Code:	92081
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2086594	ANESTRODE
Registration Number:	2102278	NUMBY
Registration Number:	2086595	NUMBY STUFF
Registration Number:	2096059	NO HURT
Registration Number:	2053127	IONTOCAINE
Registration Number:	1852311	IOMED
Registration Number:	2250549	GELSPONGE
Registration Number:	1800283	WE DELIVER SOLUTIONS
Registration Number:	1675546	TRANS Q
Registration Number:	2511545	IOMED
Registration Number:	2393452	IOGEL
Registration Number:	2479683	E Z FILL WINDOW
Registration Number:	1147111	PHORESOR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2521995	IOMED
Registration Number:	2753706	TRANSQ FLEX
Registration Number:	3069171	COMPANION 80
Registration Number:	3019787	THE MOBILE SOLUTION
Serial Number:	78447256	OCUPHOR
Serial Number:	78518560	IONTODEX
Serial Number:	78966176	OPTIMA
Serial Number:	77070534	HYBRESIS
Serial Number:	77100184	INFUSION 80

CORRESPONDENCE DATA

Fax Number: 6502515002

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6502515123

Email: jnull@stblaw.com

Correspondent Name: Marissa Lambert

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 027135/0037

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 01/28/2019

Total Attachments: 8

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November 20, 2007

ReAble Therapeutics Finance LLC,
certain Subsidiaries
thereof set forth on Appendix A, and
ReAble Therapeutics Holdings LLC
9800 Metric Blvd.
Austin, TX 78758
Attention: General Counsel

Re: Pay-Off Arrangements

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated as of November 3, 2006 (the "**Credit Agreement**") among ReAble Therapeutics Finance LLC (f/k/a/ Encore Medical Finance LLC), a Delaware limited liability company (the "**Borrower**"), the banks, financial institutions and other institutional lenders party thereto as lenders (the "**Lenders**"), and Bank of America, N.A. as administrative agent for the Lenders and as collateral agent for the Secured Parties (the "**Agent**"). All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

The Borrower has advised the Agent that it intends to repay all amounts outstanding under the Credit Agreement and the other Loan Documents, to terminate all Commitments under the Credit Agreement, and to replace the Credit Agreement with a credit agreement to be entered into on or about the date hereof (the "**New Credit Facility**"). In connection therewith, the Borrower has requested that the Agent provide the Borrower with appropriate pay-off figures for all obligations under the Credit Agreement including all principal, interest, fees and all other amounts and Obligations owing under the Credit Agreement and the other Loan Documents, with the exception of Obligations with respect to all Letters of Credit outstanding under the Credit Agreement as set forth on Exhibit A hereto (the "**Existing Letters of Credit**") which, simultaneously with the closing of the New Credit Facility, will be transferred and deemed issued as letters of credit under the New Credit Facility and governed by the terms and provisions thereof (the date of closing of the New Credit Facility shall be the "**Pay-Off Date**"). Such pay-off figures calculated as of November 20, 2007 are set forth on Schedule I hereto (collectively, and as increased as set forth in the paragraph below, the "**Pay-Off Amount**"), except that the Agent shall notify you of the amount due under Section 3.05 of the Credit Agreement (the "**Funding Loss Amount**") in respect of the prepayment of the Loans as soon as practicable after the Pay-Off Date and you shall pay the Funding Loss Amount to the Agent promptly after you receive such notification but in any event within five Business Days thereof.

This letter agreement shall be effective only if executed by the Borrower and the Agent and only if the Agent and the other payees set forth in Schedule I have received by 2:00 p.m. (New York time) on or before November 21, 2007 the Pay-Off Amount by wire transfer, of immediately available funds directed as notified to the Borrower in Schedule I. If the Pay-Off Amount in the amounts set forth on Schedule I is not received by such time on November 20, 2007, the Pay-Off Amount payable to the Administrative Agent shall be increased for payment in full in cash by such time on November 21, 2007 to \$432,213,487.08 (with such additional

\$91,051.09 to be included in the amount to be paid to Administrative Agent's Account referred to in Schedule D.

Upon receipt of the Pay-Off Amount in full in cash as of the Pay-Off Date, (i) except as provided in the succeeding sentence, all Obligations of the Borrower and the other Loan Parties under the Credit Agreement and the other Loan Documents shall be paid and discharged in full, and the Borrower and the other Loan Parties shall have no further obligations under the Credit Agreement or any other Loan Document, (ii) except as provided in the succeeding sentence, the Credit Agreement, the other Loan Documents (including, without limitation, all Collateral Documents and the Guaranty) and all of the Commitments to lend thereunder shall be forever and irrevocably terminated, (iii) the obligations of the L/C Issuers to issue and Lenders to participate in Letters of Credit thereunder shall terminate, and (iv) all guarantees (including under the Guaranty), security interests, pledges and liens of any kind, nature or description, wherever and however arising, in the assets and property, real or personal, tangible or intangible (including, without limitation, any promissory notes or other instruments and any pledges of stock) of the Borrower or any other Loan Party securing the Obligations shall automatically be released by the Agent. As between the Loan Parties, the Lenders and the Agent, nothing contained herein shall be deemed to terminate or otherwise impair those governing law, jurisdiction, waiver of jury trial, indemnification, expense reimbursement and similar provisions (including without limitation the payment of the Funding Loss Amount) under the Credit Agreement and under other Loan Documents which by their terms expressly survive the repayment and termination described above, and the Loan Parties hereby reaffirm the survival of such provisions (it being understood that such obligations will no longer be entitled to benefits of any security under any of the Loan Documents), and the rights and obligations of the Loan Parties, the Lenders and the Agent in respect of the Existing Letters of Credit will be governed by the New Credit Facility.

As of the Pay-Off Date, the Loan Parties hereby terminate and forever release the Agent, the L/C Issuers and the Lenders from any and all liabilities and Obligations under the Credit Agreement and the other Loan Documents and the Loan Parties agree that the Agent, the L/C Issuers and the Lenders shall have no further obligations under the Credit Agreement or any other Loan Document.

The Agent also agrees to deliver to the Borrower, at the Borrower's sole cost and expense: (i) such other releases or termination statements, documents, titles, certificates and instruments as the Borrower may reasonably request and provide to the Agent for its signature, if required, in order to evidence the Agent's release, discharge and/or termination of all of (a) its liens and security interests in the Collateral (including, without limitations, any promissory notes or other instruments and any pledges of stock) of the Borrower or any other Loan Party and/or (b) any guarantees by any Loan Party, in each case under any Loan Document (or otherwise); and (ii) all Collateral in its possession on or prior to the Pay-Off Date. The Agent further authorizes the Borrower and/or the other Loan Parties to file any termination statements it deems necessary in order to terminate the Agent's liens and security interests in the Collateral.

The agreements of the Agent set forth herein, including but not limited to the delivery of the releases and terminations of the Agent's liens and security interests in the Collateral, are conditioned upon the execution of this letter agreement by the Borrower and the receipt by the Agent of the Pay-Off Amount.

A facsimile or other electronically transmitted copy of this letter shall have the same force and effect as an original hereof personally delivered to the intended recipient.

This letter shall be governed by the laws of the State of New York.

This letter may be executed in counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

APPENDIX A

Certain Subsidiaries of ReAble Therapeutics Finance LLC

Encore Medical LLC
Encore Medical Finance Corp.
Encore Medical IHC, Inc.
Encore Medical, L.P.
Encore Medical Partners, Inc.
Encore Medical Asset Corporation
Encore Medical GP, Inc.
Empi, Inc.
Empi Corp.
Empi Sales Corp.
Compex Technologies, LLC
SpectraBrace Ltd.

EXHIBIT A

<u>Letter of Credit Issuer</u>	<u>Letter of Credit No.</u>	<u>Letter of Credit Amount</u>
Bank of America	68016767	\$19,320.00
Bank of America	68020339	\$460,000.00

Schedule I

The aggregate amount of all fees and expenses due the Lender Parties and the Administrative Agent under the Credit Agreement, as of November 20, 2007 is \$432,122,435.99. The following funds should be paid by wire transfer to the Administrative Agent's Account (as described in the Credit Agreement):

Principal	\$430,862,500.00
Interest	1,237,990.86
Commitment Fee	19,737.44
Letter of Credit Fronting Fees	543.39
Letter of Credit Facing Fees	1664.30
Agency Fees	0
Agent's Expenses	0
Total	<u>\$432,122,435.99</u>

The following funds should be paid by wire transfer to Citibank, N.A., New York, NY, ABA Routing No. 021-000-089, Premium Trust Account No. 09280096, Reference No. 2727790:

Shearman & Sterling LLP Legal Fees \$38,000.00

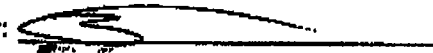
The following funds should be paid by wire transfer to Bank of America, N.A., Charlotte, NC, ABA Routing No. 0260-0959-3, Account Name: Helms Mulliss & Wicker, PLLC, Account No. 0023 7047 8690, Contact: Cyndi Cook, 704-388-2796, Reference No. 4052178.3039:

Helms Mulliss & Wicker, PLLC Legal Fees \$18,286.31

The agreements contained herein shall be binding upon the parties hereto and their respective successors and assigns.

Very truly yours,

BANK OF AMERICA, N.A., as Agent

By: 
Name: **John P. Wofford**
Title: **Vice President**

Acknowledged and Agreed to:
REABLE THERAPEUTICS
FINANCE LLC, on behalf of itself,
each of the entities listed on
Appendix A attached hereto, and
ReAble Therapeutics Holdings LLC

By: 

Name: William W. Burke

Title: Executive Vice President—Chief Financial Officer