

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4761021

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	12/30/2016		
<b>CONVEYING PARTY DATA</b>			
		<b>Name</b>	<b>Execution Date</b>
		EXOS, LLC	12/30/2016
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DJO, LLC		
<b>Street Address:</b>	1430 DECISION STREET		
<b>City:</b>	VISTA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92081		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>		<b>Number</b>	
<b>Application Number:</b>		15699903	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)760-9502		
<i>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.</i>			
<b>Phone:</b>	8587074000		
<b>Email:</b>	efiling@knobbe.com		
<b>Correspondent Name:</b>	KNOBBE MARTENS OLSON & BEAR LLP		
<b>Address Line 1:</b>	2040 MAIN STREET		
<b>Address Line 2:</b>	14TH FLOOR		
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	DJOEX.002C3		
<b>NAME OF SUBMITTER:</b>	CASEY D. DONAHOE		
<b>SIGNATURE:</b>	/Casey D. Donahoe/		
<b>DATE SIGNED:</b>	01/04/2018		
<b>Total Attachments: 7</b>			
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Office of the Minnesota Secretary of State  
Certificate of Merger

I, Steve Simon, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 322B

Home Jurisdiction and Names of Merging Entities:

DELAWARE: DJO, LLC  
MINNESOTA: EXOS, LLC

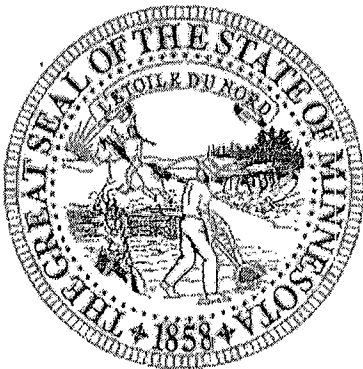
Home Jurisdiction and Name of Surviving Entity:

DELAWARE: DJO, LLC

Name of Surviving Entity after Effective Date of Merger:

DJO, LLC

This certificate has been issued on: 12/30/2016



*Steve Simon*

Steve Simon  
Secretary of State  
State of Minnesota

**ARTICLES OF MERGER OF  
MINNESOTA LIMITED LIABILITY COMPANY  
INTO A  
DELAWARE LIMITED LIABILITY COMPANY**

Pursuant to the Minnesota Revised Uniform Limited Liability Company Act, the undersigned limited liability companies executed the following Articles of Merger:

**FIRST:** The name of the surviving limited liability company is **DJO, LLC**, a Delaware limited liability company, and the name of the limited liability company being merged into this surviving limited liability company is **Exos, LLC**, a Minnesota limited liability company. In accordance with the provisions of the Minnesota Revised Uniform Limited Liability Company Act and the Delaware Limited Liability Company Act, at the Effective Time (as defined below) Exos, LLC shall be merged with and into DJO, LLC, and DJO, LLC shall be the surviving entity in the merger.

**SECOND:** A copy of the Agreement of Merger signed by both of the parties is attached hereto and incorporated by reference herein. The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving entity and the merging entity as required by their respective governing documents and governing statutes.

**THIRD:** The name of the surviving limited liability company is **DJO, LLC**, a Delaware limited liability company.

**FOURTH:** The merger is to become effective on at 11:50p.m. on December 31, 2016 ("Effective Time").

**FIFTH:** Upon effectiveness of the merger, the limited liability company interests in Exos, LLC and all rights in respect thereof shall, by virtue of the merger and without any action on the part of the holder thereof, forthwith be canceled and cease to exist and the limited liability company interests in DJO, LLC and all rights in respect thereof shall, by virtue of the merger and without any action on the part of the holder thereof, remain outstanding as limited liability interests of the surviving entity.

**SIXTH:** DJO, LLC is the sole member of Exos, LLC, all of the limited liability company ownership interests of Exos, LLC are owned by DJO, LLC, and there are no dissenting owners resulting from this merger.

**SEVENTH:** The Agreement of Merger is on file at 1430 Decision Street, Vista, California 92081, the place of business of the surviving limited liability company.

**EIGHTH:** The surviving limited liability company irrevocably consents to the service of process in any action, suit, or proceeding based on any cause of action arising in Minnesota by service upon the Minnesota Secretary of State. Any process that may be

served upon the Secretary of State of Minnesota should be forwarded to: DJO, LLC, 1430 Decision Street, Vista, CA 92081, Attention: General Counsel.

**NINTH:** I, the undersigned, certify that I am signing this document as an authorized officer of the persons whose signature are required. I further certify that that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

**IN WITNESS WHEREOF,** this following limited liability companies have caused this certificate to be signed by an authorized person, the 30<sup>th</sup> day of December, 2016.

**EXOS, LLC**

By: Joseph G. Martinez  
Joseph G. Martinez, Sr. Vice President

**DJO, LLC**

By: Joseph G. Martinez  
Joseph G. Martinez, Sr. Vice President

**PATENT**

**REEL: 042638 FRAME: 0066**

## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement"), dated as of December 30, 2016, is entered into by DJO, LLC, a Delaware limited liability company ("DJO, LLC") and Exos, LLC ("Exos"), a Minnesota limited liability company, with reference to the following facts:

**WHEREAS**, the managers and sole member of Exos and the managers and sole member of DJO, LLC, upon the terms and subject to the conditions set forth in this Agreement, have approved, and declared advisable, the merger of Exos with and into DJO, LLC, with DJO, LLC continuing as the surviving entity (the "Merger").

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

### ARTICLE I

#### THE MERGER

Section 1.01. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the provisions of the Minnesota Revised Uniform Limited Liability Company Act ("MRULLCA") and the Delaware Limited Liability Company Act ("DLLCA"), at the Effective Time (as defined in Section 1.02 below) Exos shall be merged with and into DJO, LLC, and DJO, LLC shall be the surviving entity in the Merger (in this capacity, the "Surviving Entity").

Section 1.02. Filing Time; Effective Time. Immediately after the adoption of this Agreement by the sole member of Exos and the sole member of DJO, LLC pursuant to Sections 1.03 and 1.04 hereof, the parties hereto shall deliver to the Delaware Secretary of State and to the Minnesota Secretary of State Articles of Merger (the "Articles of Merger") and all other filings or recordings as may be required under the MRULLCA and DLLCA and any other applicable law in connection with the Merger. The term "Effective Time" shall mean the date and time specified in the Articles of Merger filed with the Delaware Secretary of State and the Minnesota Secretary of State.

Section 1.03. Member Vote by Exos. This Agreement has been submitted to the sole member of Exos entitled to vote thereon as required under the MRULLCA and has been duly approved by the vote of such sole member. If this Agreement is not terminated as contemplated by Section 3.06, the Articles of Merger, executed in accordance with the MRULLCA, shall be filed with the Minnesota Secretary of State.

Section 1.04. Member Vote by DJO, LLC. This Agreement has been submitted to the sole member of DJO, LLC entitled to vote thereon as required under the DLLCA and has been duly approved by the vote of such sole member. If this Agreement is not terminated as contemplated by Section 3.06, the Articles of Merger, executed in accordance with the DLLCA, shall be filed with the Delaware Secretary of State.

Section 1.05. Certain Effects of the Merger. At and after the Effective Time, the separate existence of Exos shall cease and the Merger shall have the effects set forth in the MRULLCA and the DLLCA.

Section 1.06. Certificate of Formation. The Certificate of Formation of DJO, LLC as in effect immediately prior to the Effective Time shall be the Certificate of Formation of the Surviving Entity.

Section 1.07. Managers and Officers. The managers and officers of DJO, LLC immediately prior to the Effective Time shall be the managers and officers of the Surviving Entity, each to hold office until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal.

## ARTICLE II

### EFFECT OF MERGER ON THE CONSTITUENT ENTITIES

Section 2.01. Limited Liability Company Interests of Exos. At the Effective Time, each limited liability company interest in Exos issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, forthwith be canceled and cease to exist.

Section 2.02. Limited Liability Company Interests of DJO, LLC. Each limited liability company interest in DJO, LLC issued and outstanding immediately prior to the Effective Time and all rights in respect thereof shall, by virtue of the Merger and without any action on the part of the holder thereof, remain outstanding as membership interests of the Surviving Entity.

## ARTICLE III

### MISCELLANEOUS

Section 3.01. Amendment. This Agreement may not be amended except by an instrument in writing signed by each of the parties.

Section 3.02. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

Section 3.03. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 3.04. Execution; Counterparts. This Agreement may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

Section 3.05. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in

this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 3.06. Termination. This Agreement may be terminated by written agreement, signed by each of the parties.

Section 3.07. Extension; Waiver. At any time prior to the Effective Time, any party hereto which is entitled to the benefits hereof may (a) extend the time for the performance of any of the obligations or other acts of any of the other parties hereto or (b) waive compliance with any of the agreements of any of the other parties hereto or conditions contained herein. Any agreement on the part of a party hereto to any extension or waiver shall be valid even if not set forth in an instrument in writing signed and delivered on behalf of such party.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and acknowledged on its behalf by its officers thereunto duly authorized, all as of the day and year first above written.

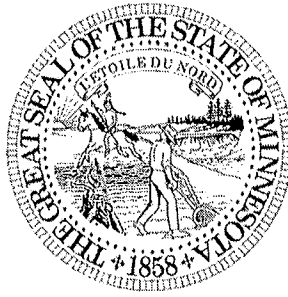
EXOS, LLC

By: Joseph G. Martinez  
Name: Joseph G. Martinez  
Title: Senior Vice President

DJO, LLC

By: Joseph G. Martinez  
Name: Joseph G. Martinez  
Title: Senior Vice President





**File Numbers**

92525790011

637842000029

STATE OF MINNESOTA  
OFFICE OF THE SECRETARY OF STATE  
FILED

12/30/2016 11:59:00 PM

A handwritten signature in black ink that reads "Steve Simon". The signature is written in a cursive style with a large, stylized "S" and "P".

Steve Simon  
Secretary of State