TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DJO HOLDINGS LLC		102/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
DJO FINANCE LLC		102/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
ENCORE MEDICAL ASSET CORPORATION		02/01/2011	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	11 Madison Avenue
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85202890	TURON

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc. 21 Tadcaster Circle Address Line 1:

Address Line 2: Attn: Penelope J.A. Agodoa Address Line 4: Waldorf, MARYLAND 20602

36838 ATTORNEY DOCKET NUMBER:

REEL: 004526 FRAME: 0477

TRADEMARK

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/21/2011
Total Attachments: 6 source=36838#page1.tif source=36838#page2.tif source=36838#page3.tif source=36838#page4.tif source=36838#page5.tif source=36838#page6.tif	

TRADEMARK REEL: 004526 FRAME: 0478 Form **PTO-1594** (Rev. 07/05) <u>OMB Collection 0651-0027</u> (exp. 6/30/2008)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY			
To the Director of the U. S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.		
1. Name of conveying party(ies): DJO HOLDINGS LLC - a Delaware LLC DJO FINANCE LLC - a Delaware LLC ENCORE MEDICAL ASSET CORPORATION - a Nevada corporation Individual(s) Association General Partnership Limited Partnership Corporation- State: Other Citizenship (see guidelines) Additional names of conveying parties attached? Yes No 3. Nature of conveyance)/Execution Date(s): Execution Date(s) February 1, 2011	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? No Name: CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT Internal Address: Street Address: 11 Madison Avenue City: New York State: New York Country: U.S.A. Zip: 10010		
	✓ Other Bank Citizenship Switzerland If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes ✓ No (Designations must be a separate document from assignment)		
Application number(s) or registration number(s) and A. Trademark Application No.(s) See attached Schedule I C. Identification or Description of Trademark(s) (and Filing I	B. Trademark Registration No.(s) See attached Schedule I Additional sheet(s) attached? Yes No		
5. Name & address of party to whom correspondence concerning document should be mailed: Name: IP Research Plus	6. Total number of applications and registrations involved:		
Internal Address: Attn: Penelope I.A. Agodoa Street Address:21 Tadcaster Circle	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$		
City: <u>Waldorf</u> State: <u>MD</u> Zip: <u>20602</u>	8. Payment Information: a. Credit Card Last 4 Numbers		
Phone Number:301-638-0511 Fax Number:866-826-5420 Email Address:orders@ipresearchplus.com	Expiration Date b. Deposit Account Number Authorized User Name		
9. Signature: Signature Joseph Raho Name of Person Signing	April 20, 2011 Date Total number of pages including cover sheet, attachments, and document: 6		

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT dated as of February 1, 2011 (this "Agreement"), among DJO HOLDINGS LLC ("Holdings"), DJO FINANCE LLC (the "Borrower"), the subsidiaries of Holdings, including ENCORE MEDICAL ASSET CORPORATION ("Grantor"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (formerly known as Credit Suisse, Cayman Islands Branch), as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Intellectual Property Security Agreement dated as of November 20, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Borrower, certain Subsidiaries of Holdings identified therein, including Grantor, and the Collateral Agent and (b) the Credit Agreement dated as of November 20, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the Lenders party thereto and Credit Suisse, as Administrative Agent, Collateral Agent, Swing Line Lender and an L/C Issuer. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest, provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted

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herein and deemed to be included in the Collateral (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks"),
 - (b) all goodwill associated with or symbolized by the Trademarks and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DJO HOLDINGS LLC,

by

Name: Donald M. Roberts Title: Executive Vice President

DJO FINANCE LLC,

by

Name: Donald M. Roberts Title: Executive Vice President

ENCORE MEDICAL ASSET CORPORATION,

by

Name: Donald M. Roberts Title: Executive Vice President

[Trademark Security Agreement]

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CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by

Name: Title: JUDITH E. SMITH MANAGING DIRECTOR

by

Name:

Title:

Christopher Rea Day Vice President

[Trademark Security Agreement]

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TRADEMARK REEL: 004526 FRAME: 0483

Schedule I

United States Trademarks and Trademark Applications

Owner	Trademark	Status	App. No.	App. Date
Encore	TURON	Pending	85/202890	December 21, 2010
Medical Asset				
Corporation				
bassassassassassassassassassassassassass			1	

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RECORDED: 04/21/2011