

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
RIKCO INTERNATIONAL, LLC		04/07/2011	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, 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: 5			
Property Type	Number	Word Mark	
Registration Number:	2853371	DR. COMFORT	
Registration Number:	3650731	DR. COMFORT	
Registration Number:	3733460	DR. COMFORT	
Serial Number:	77636384	DRC	
Serial Number:	77892679		
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		

OP \$140.00 2853371

ATTORNEY DOCKET NUMBER:	36953
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	05/18/2011
Total Attachments: 8 source=crs1 05182011-RikcoTM#page1.tif source=crs1 05182011-RikcoTM#page2.tif source=crs1 05182011-RikcoTM#page3.tif source=crs1 05182011-RikcoTM#page4.tif source=crs1 05182011-RikcoTM#page5.tif source=crs1 05182011-RikcoTM#page6.tif source=crs1 05182011-RikcoTM#page7.tif source=crs1 05182011-RikcoTM#page8.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT
OF RIKCO INTERNATIONAL, LLC**

SUPPLEMENT NO. 2 dated as of April 7, 2011, to the Intellectual Property Security Agreement dated as of November 20, 2007 (as amended, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”), among DJO FINANCE LLC (f/k/a REABLE THERAPEUTICS FINANCE LLC), a Delaware limited liability company (the “**Borrower**”), DJO HOLDINGS LLC (f/k/a REABLE THERAPEUTICS HOLDINGS LLC), a Delaware limited liability company (“**Holdings**”), the Subsidiaries of Holdings from time to time party hereto and CREDIT SUISSE AG (f/k/a CREDIT SUISSE), as collateral agent (in such capacity, the “**Collateral Agent**”).

A. Reference is made to the Credit Agreement dated as of November 20, 2007 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, Credit Suisse, as Administrative Agent, Collateral Agent, Swing Line Lender and an L/C Issuer, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”).

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

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 5.14 of the Intellectual Property Security Agreement provides that any Intermediate Holding Company or additional Restricted Subsidiaries of the Borrower may become Grantors and, in the case of such Restricted Subsidiaries, Subsidiary Parties under the Intellectual Property Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Intermediate Holding Company or Restricted Subsidiary (the “**New Grantor**”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor and, in the case of any such Restricted Subsidiary, a Subsidiary Party under the Intellectual Property Security Agreement in order to induce the Lenders to make additional Loans and the L/C Issuers to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Intellectual Property Security Agreement, the New Grantor by its signature below becomes a Grantor and a Subsidiary Party, as applicable, under the Intellectual Property Security Agreement with the same force and effect as if originally named therein as a Grantor and a Subsidiary Party, as applicable, and the New Grantor hereby (a) agrees to all the terms and provisions of the Intellectual Property Security Agreement applicable to it as a Subsidiary Party and Grantor, as applicable, thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations, does hereby create and grant to the Collateral Agent, its successors and

assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Intellectual Property Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Intellectual Property Security Agreement shall be deemed to include the New Grantor. The Intellectual Property Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this 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 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 Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic transmission (i.e., a "PDF" or "TIF") shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of any and all Collateral of the New Grantor consisting of Intellectual Property and (b) set forth under its signature hereto, is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

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

SECTION 6. THIS 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 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. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement; including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

RIKCO INTERNATIONAL, LLC

By: 
Name: Donald M. Roberts
Title: CEO & General Counsel

Legal Name: Rikco International, LLC
Jurisdiction of Formation: Wisconsin
Address of Chief Executive Office:
1430 Decision Street
Vista, California 92081

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[DJO Intellectual Property Security Agreement Supplement – Rikco International, LLC]

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

RIKCO INTERNATIONAL, LLC

By: _____

Name:

Title:

Legal Name: Rikco International, LLC

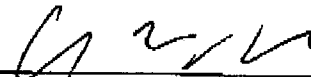
Jurisdiction of Formation: Wisconsin

Address of Chief Executive Office:

1430 Decision Street

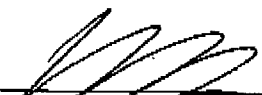
Vista, California 92081

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By:  _____

Name: Christopher Reo Day

Title: Vice President

By:  _____

Name: KEVIN BUDDHEW

Title: ASSOCIATE

INTELLECTUAL PROPERTY

I. Patents

A. United States Patents and Patent Applications



Grantor	Title	Application No. / Filing Date	Patent No. / Issue Date	Status
Rikco International, LLC	Shoe Insert	29/353455 1/8/10	D625093 10/12/10	Issued
Rikco International, LLC	Shoe Insert	29/353446 1/8/10	D625501 10/19/10	Issued

B. Foreign Patents and Patent Applications

None.

III. Trademarks and Trade Names

A. United States Trademark Registrations and Trademark Applications

Grantor	Mark	Registration No. (App. No.)	Registration Date (App. Date)	Status
Rikco International, LLC	DR. COMFORT	2853371	06/15/2004	Registered
Rikco International, LLC	DRC03	(77636384)	12/18/2008	Pending
Rikco International, LLC		(77892679)	12/14/2009	Pending
Rikco International, LLC	DR. COMFORT	3650731	07/07/2009	Registered
Rikco International, LLC		3733460	01/05/2010	Registered

B. Foreign Trademark Registrations and Trademark Applications

Grantor	Country	Mark	Registration No. (App. No.)	Registration Date (App. Date)	Status
Rikco International, LLC	United Kingdom	Dr. COMFORT	2369244	12/31/2004	Registered
Rikco International, LLC	China		8028315	02/14/2011	Registered
Rikco International, LLC	Japan		(2010-038674)	(05/18/2010)	Pending

C. Trade Names

Rikco International, LLC uses the trade name "Dr. Comfort".

III. Copyrights

None.