

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Third Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DJO, LLC		04/12/2016	Limited Liability Company: DELAWARE
DJO Consumer, LLC		04/12/2016	Limited Liability Company: CALIFORNIA
Encore Medical, L.P.		04/12/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon, as Collateral Agent		
Street Address:	101 Barclay Street-7W		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4851358	A22	
Registration Number:	4851361	A22	
Serial Number:	86911248	AIRSPORT	
Serial Number:	86752901	ALTIVATE EXTREMITY SOLUTIONS	
Serial Number:	86761741	ANAFORM	
Serial Number:	86761794	ANAFORM	
Serial Number:	86708982	BLUPRINT	
Serial Number:	86851090	C CHATTANOOGA	
Serial Number:	86850873	CHATTANOOGA	
Serial Number:	86704416	CHATTANOOGA REVOLUTION WIRELESS	
Serial Number:	86708984	CLOUD IMPRINT	
Serial Number:	86911225	COLDFORM	
Serial Number:	86722619	DEFENDER	
Serial Number:	86722899	DEFENDER TAPE	
Serial Number:	86893632	DONJOY PATELLA X STRAP	

CH \$815.00 4851358

Property Type	Number	Word Mark
Registration Number:	4881162	DONJOY PERFORMANCE
Registration Number:	4881163	D DONJOY PERFORMANCE
Serial Number:	86548968	EMPOWR 3D KNEE
Serial Number:	86762791	EXOS
Registration Number:	4862686	EXPRT
Serial Number:	86594302	EXPRT PRECISION SYSTEM
Serial Number:	86699800	FIND YOUR COMFORT
Serial Number:	86937433	GERMWAR
Serial Number:	86776988	MOTIONIQ
Serial Number:	86661052	MOTIONSUITE
Serial Number:	86658386	MOTIONSUITE
Serial Number:	86893634	OA CLIMA-FLEX
Serial Number:	86792525	PINPOINT
Serial Number:	86947817	RENEGADE
Serial Number:	86764516	STRIVE
Serial Number:	86911222	TRU-PULL
Serial Number:	86949271	WARZONE

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212) 455-3605

Email: ksolomon@stblaw.com

Correspondent Name: Genevieve Dorment, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	027135/0012
NAME OF SUBMITTER:	Genevieve Dorment
SIGNATURE:	/gd/
DATE SIGNED:	04/14/2016

Total Attachments: 9

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THIRD LIEN TRADEMARK SECURITY AGREEMENT

THIRD LIEN TRADEMARK SECURITY AGREEMENT dated as of April 12, 2016 by DJO, LLC, DJO Consumer LLC and Encore Medical, L.P. (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of THE BANK OF NEW YORK MELLON, in its capacity as collateral agent for the Secured Parties under the Indenture (in such capacity, the “**Third Lien Agent**”).

W I T N E S S E T H:

WHEREAS, reference is made to (a) the Security Agreement dated as of May 7, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Third Lien Security Agreement**”), among the Grantors, certain other grantors party thereto and the Third Lien Agent and (b) the Indenture dated as of May 7, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Indenture**”), among the Issuers, the other Guarantors party thereto from time to time, and The Bank of New York Mellon, as Trustee and as Third Lien Agent.

NOW, THEREFORE, the Grantors hereby agree with the Third Lien Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Third Lien Security Agreement and used herein have the meaning given to them in the Third Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Third Lien Agent for the benefit of the Third Lien Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademarks and Trademarks for which United States applications are pending of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Third Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Third Lien Agent pursuant to the Third Lien Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Third Lien Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Third Lien Security Agreement. In the event that any provision of this Third Lien Trademark Security Agreement is deemed to conflict with the Third Lien Security Agreement, the provisions of the Third Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Third Lien Security Agreement in accordance with Section 6.11 thereof, the Third Lien Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument (in form and substance reasonably satisfactory to the Third Lien Agent) reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Third Lien Trademark Security Agreement.

SECTION 5. Governing Law; Jurisdiction; Venue; Consent to Service of Process; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

- (b) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and an appellate court from any thereof, in any action or proceeding arising out of our relating to this Agreement or any other Security Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Security Document shall affect any right that the Trustee, the Third Lien Agent or any Third Lien Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or any other Security Document against any Grantor or its properties in the courts of any jurisdiction.
- (c) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may not or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Security Document in any court referred to in paragraph (b) of this Section 5. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- (d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Third Lien Security Agreement. Nothing in this Agreement or any other Security Document will affect the right of any party to this Agreement to serve process in any other manner permitted by Law.
- (e) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER SECURITY DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.


SECTION 6. Counterparts. This Third Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Third Lien Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Third Lien Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Third Lien Trademark Security Agreement.

SECTION 7. Intercreditor Agreements. Reference is made to the ABL Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Third Lien Agent, for the benefit of the Third Lien Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Third Lien Agent and the other Third Lien Secured Parties are subject to the provisions of the Intercreditor Agreements. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreements and this Agreement, the provisions of the Intercreditor Agreements shall control.

SECTION 8. Relationship to Indenture. The parties hereto hereby agree that the Third Lien Agent shall be entitled to all of the rights, protections, privileges, indemnities and immunities afforded to it and the Trustee under the Indenture in connection with its execution of this Agreement and performance of its obligations hereunder.

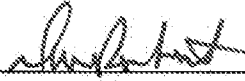
[Signature pages follow.]

DJO, LLC, as a Grantor

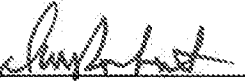
By: 
Name: Donald M. Roberts
Title: Executive Vice President, General Counsel
& Secretary

ENCORE MEDICAL, L.P., as a Grantor

By: Encore Medical GP, LLC

By: 
Name: Donald M. Roberts
Title: Executive Vice President, General Counsel
& Secretary

DJO CONSUMER, LLC, as a Grantor


By: 
Name: Donald M. Roberts
Title: Executive Vice President, General Counsel
& Secretary

THE BANK OF NEW YORK MELLON, as Third Lien
Agent

By: _____

Name: _____

Title: _____


LAURENCE J. O'BRIEN
VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005771 FRAME: 0510

Schedule I
Trademark Registrations and Trademark Applications

Owner	Title	Country	Status	Application Number	Filing Date	Registration No.	Registered Date
DJO, LLC	A22	United States of America	Registered	86/604,812	21-Apr-2015	4,851,358	10-Nov-15
DJO, LLC	A22 Stylized	United States of America	Registered	86/606,710	22-Apr-2015	4,851,361	10-Nov-15
DJO Consumer, LLC	AIRSPORT	United States of America	Application Filed	86/911,248	17-Feb-2016		
Encore Medical, L.P.	ALTIVATE EXTREMITY SOLUTIONS Stylized	United States of America	Application Filed	86/752,901	10-Sep-2015		
DJO Consumer, LLC	ANAFORM	United States of America	Published for Opposition December 8, 2015	86/761,741	18-Sep-2015		
DJO Consumer, LLC	ANAFORM Stylized	United States of America	Published for Opposition December 8, 2015	86/761,794	18-Sep-2015		
DJO Consumer, LLC	BLUPRINT (STYLIZED)	United States of America	Published for Opposition on December 15, 2015	86/708,982	29-Jul-2015		
DJO, LLC	C CHATTANOOGA & Design	United States of America	Pending Filing	86/851,090			

DJO, LLC	CHATTANOOGA	United States of America	Application Filed	86/850,873	16-Dec-2015		
DJO, LLC	CHATTANOOGA REVOLUTION WIRELESS	United States of America	Published for Opposition December 15, 2015	86/704,416	24-Jul-2015		
DJO Consumer, LLC	CLOUD IMPRINT	United States of America	Application Filed	86/708,984	29-Jul-2015		
DJO Consumer, LLC	COLDFORM	United States of America	Application Filed	86/911,225	17-Feb-2016		
DJO, LLC	DEFENDER	United States of America	Published for Opposition on December 22, 2015	86/722,619	12-Aug-2015		
DJO, LLC	DEFENDER TAPE	United States of America	Published for Opposition on December 22, 2015	86/722,899	12-Aug-2015		
DJO, LLC	DONJOY PATELLA X STRAP	United States of America	Application Filed	86/893,632	2-Feb-2016		
DJO, LLC	DONJOY PERFORMANCE	United States of America	Registered	86/647,876	1-Jun-2015	4,881,162	5-Jan-16
DJO, LLC	DONJOY PERFORMANCE D (STYLIZED)	United States of America	Registered	86/647,909	1-Jun-2015	4,881,163	5-Jan-16
DJO, LLC	EMPOWR 3D KNEE	United States of America	Published for Opposition 8/25/2015	86/548,968	27-Feb-2015		

DJO, LLC	EXOS Stylized	United States of America	Published for Opposition on February 16, 2016	86/762,791	21-Sep-2015		
Encore Medical, L.P.	EXPRT	United States of America	Registered	86/594,246	10-Apr-2015	4,862,686	1-Dec-2015
Encore Medical, L.P.	EXPRT PRECISION SYSTEM (Stylized)	United States of America	Published for opposition on March 15, 2016	86/594,302	10-Apr-2015		
DJO Consumer, LLC	FIND YOUR COMFORT	United States of America	Published for Opposition December 8, 2015	86/699,800	21-Jul-2015		
DJO Consumer, LLC	GERMWAR	United States of America	Application Filed	86/937,433	11-Mar-2016		
DJO, LLC	MOTIONIQ	United States of America	Published for Opposition on February 23, 2016	86/776,988	2-Oct-2015		
DJO, LLC	MOTIONSUITE (Stylized)	United States of America	Application Filed	86/661,052	12-Jun-2015		
DJO, LLC	MOTIONSUITE	United States of America	Application Filed	86/658,386	10-Jun-2015		
DJO, LLC	OA CLIMA-FLEX	United States of America	Application Filed	86/893,634	2-Feb-2016		
DJO Consumer, LLC	PINPOINT	United States of America	Application Filed	86/792,525	19-Oct-2015		
DJO, LLC	RENEGADE	United States of America	Application Filed	86/947,817	21-Mar-2016		

DJO, LLC	STRIVE	United States of America	Application Filed	86/764,516	22-Sep-2015		
DJO, LLC	TRU-PULL	United States of America	Application Filed	86/911,222	17-Feb-2016		
DJO Consumer, LLC	WARZONE	United States of America	Application Filed	86/949,271	22-Mar-2016		