

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427968

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	THIRD LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DJO, LLC		04/28/2017	Limited Liability Company: DELAWARE
DJO CONSUMER, LLC		04/28/2017	Limited Liability Company: CALIFORNIA
ENCORE MEDICAL, L.P.		04/28/2017	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: 23

Property Type	Number	Word Mark
Serial Number:	87355079	ACHILLOFORCE AIR
Serial Number:	87175598	ALTIVATE
Serial Number:	87036360	ALTIVATE ANATOMIC
Serial Number:	87036333	ALTIVATE REVERSE
Serial Number:	87034713	CLIMA-FLEX
Serial Number:	87251919	COBALT
Serial Number:	87356784	
Serial Number:	87171567	
Registration Number:	5146803	DJO SURGICAL
Serial Number:	87165307	DROP AND GO
Serial Number:	87091625	EMPOWR KNEE SYSTEM
Serial Number:	87091267	EMPOWR PS KNEE
Serial Number:	87355090	EPIFORCE
Serial Number:	87355097	GENUFORCE
Serial Number:	87277245	I-BRESIS

CH \$590.00 87355079

Property Type	Number	Word Mark
Serial Number:	87355061	MALLEOFORCE
Serial Number:	87355105	MANUFORCE
Serial Number:	86963815	MOTION AT HOME
Serial Number:	87088041	PROWEDGE
Serial Number:	87143779	TAPERFILL
Serial Number:	87242379	TRIFIT
Serial Number:	87338895	ULTRASLING
Serial Number:	87346044	QUADRANT ULTRASLING

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) 455-3222

Email: ksolomon@stblaw.com

Correspondent Name: Alexander Raytman, 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: Alexander Raytman

SIGNATURE: /ar/

DATE SIGNED: 05/17/2017

Total Attachments: 8

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THIRD LIEN TRADEMARK SECURITY AGREEMENT

THIRD LIEN TRADEMARK SECURITY AGREEMENT dated as of April 28, 2017 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: Joseph A. Martinez
Name: Joseph A. Martinez
Title: Sr. Vice President

DJO CONSUMER, LLC, as a Grantor

By: Joseph A. Martinez
Name: Joseph A. Martinez
Title: Sr. Vice President

ENCORE MEDICAL, L.P., as a Grantor

By: Encore Medical GP, LLC

By: Joseph A. Martinez
Name: Joseph A. Martinez
Title: Sr. Vice President

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: 006061 FRAME: 0730

**Schedule I
Trademark Registrations and Use Applications**

Owner Details	Title	Country	Status	Application No.	Filing Date	Registration No.	Registered Date
DJO, LLC	ACHILLOFORCE AIR	United States of America	Application Filed	87/355,079	01-Mar-17		
Encore Medical LP	ALTTIVATE	United States of America	Application Filed	87/175,598	19-Sep-16		
Encore Medical LP	ALTTIVATE ANATOMIC Stylized	United States of America	Published for Opposition ending on Dec 1, 2016	87/036,360	13-May-16		
Encore Medical LP	ALTTIVATE REVERSE Stylized	United States of America	Application Filed	87/036333	13-May-16		
DJO, LLC	CLIMA-FLEX	United States of America	Published for opposition on June 21, 2016	87034713	12-May-16		
Encore Medical LP	COBALT	United States of America	Application Filed	87/251,919	30-Nov-16		
DJO Consumer LLC	COMPEX Wave Design	United States of America	Application Filed	87/356,784	02-Mar-17		
DJO, LLC	Design of Circle	United States of America	Published for opposition ending on January 13, 2017	87/171,567	14-Sep-16		
DJO, LLC	DJO SURGICAL	United States of America	Registered	87/172,951	15-Sep-16	5146803	21-Feb-17
Encore Medical LP	DROP AND GO	United States of America	Published for Opposition until February 24, 2017	87165307	08-Sep-16		

Owner Details	Title	Country	Status	Application No.	Filing Date	Registration No.	Registered Date
DJO, LLC	EMPOWR KNEE SYSTEM	United States of America	Published for opposition on December 6, 2016	87/091,625	01-Jul-16		
DJO, LLC	EMPOWR PS KNEE	United States of America	Published for opposition on December 6, 2016	87/091,267	01-Jul-16		
DJO, LLC	EPIFORCE	United States of America	Application Filed	87/355,090	01-Mar-17		
DJO, LLC	GENUFORCE	United States of America	Pending Filing	87/355,097	01-Mar-17		
DJO, LLC	I-BRESIS	United States of America	Application Filed	87/277,245	21-Dec-16		
DJO, LLC	MALLEOFORCE	United States of America	Application Filed	87/355,061	01-Mar-17		
DJO, LLC	MANUFORCE	United States of America	Application Filed	87/355,105	01-Mar-17		
DJO, LLC	MOTION AT HOME	United States of America	Published for opposition on June 28, 2016	86/963,815	04-Apr-16		
DJO, LLC	PROWEDGE	United States of America	Application Filed	87/088041	29-Jun-16		
Encore Medical LP	TAPERFILL	United States of America	Published for Opposition until February 24, 2017	87/143,779	18-Aug-16		
DJO, LLC	TRIIFT	United States of America	Application Filed	87/242,379	18-Nov-16		

Owner Details	Title	Country	Status	Application No.	Filing Date	Registration No.	Registered Date
DJO, LLC	ULTRASLING	United States of America	Application Filed	87338895	16-Feb-17		
DJO, LLC	ULTRASLING QUADRANT (Stylized)	United States of America	Application Filed	87346044	22-Feb-17		

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RECORDED: 05/17/2017