

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
	Encore Medical Asset Corporation		04/22/2009
	DJO Holdings, LLC		04/22/2009
	DJO Finance LLC		04/22/2009
			Entity Type
			CORPORATION: NEVADA
			LIMITED LIABILITY COMPANY: DELAWARE
			LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse, as Administrative 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
	Registration Number:	3396586	MOVING REHABILITATION FORWARD
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	bonnie@ipresearchplus.com		
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		
ATTORNEY DOCKET NUMBER:	34340		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

OP \$40.00 3396586

Signature:	/pja/
Date:	05/05/2009
Total Attachments: 6 source=34340#page1.tif source=34340#page2.tif source=34340#page3.tif source=34340#page4.tif source=34340#page5.tif source=34340#page6.tif	

TRADEMARK SECURITY AGREEMENT dated as of April 22, 2009 (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, 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. Terms. 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 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

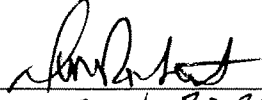
(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

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.

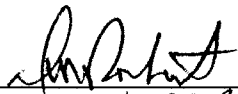
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

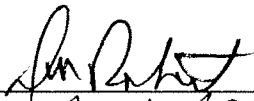
DJO HOLDINGS LLC,

by 
Name: DON ROBERTS
Title: EVP, GENERAL COUNSEL

DJO FINANCE LLC,

by 
Name: DON ROBERTS
Title: EVP, GENERAL COUNSEL

ENCORE MEDICAL ASSET CORPORATION,

by 
Name: DON ROBERTS
Title: EVP, GENERAL COUNSEL

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by _____
Name:
Title:

by _____
Name:
Title:

[Trademark Security Agreement]

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:
Title:

DJO FINANCE LLC,

by

Name:
Title:

ENCORE MEDICAL ASSET CORPORATION,

by

Name:
Title:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by

Name: 
Title: **JUDITH E. SMITH
DIRECTOR**

by

Name: 
Title: **Shaheen Malik
Vice President**

[Trademark Security Agreement]

[[3138105]]

Schedule I

United States Trademarks and Trademark Applications

Owner	Title	Status	Registration or Serial No.	Registration or Filing Date
Encore Medical Asset Corporation	MOVING REHABILITATION FORWARD	Registered	3396586	March 11, 2008

[[3138105]]