

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. LLC		04/22/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77817943	MUSCLE INTELLIGENCE	
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: 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			
ATTORNEY DOCKET NUMBER:	35482		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

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TRADEMARK
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OP \$40.00 77817943

Date:

03/02/2010

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

DJO, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other A Delaware LLC

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 22, 2009

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: CREDIT SUISSE AG

Internal

Address: _____

Street Address: 11 Madison Avenue

City: New York

State: New York

Country: U.S.A. Zip: 10010

- ☒ Association Citizenship U.S.A.
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule I

B. Trademark Registration No.(s)

See attached Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

Date

Joseph Raho Jr.

Name of Person Signing

March 1, 2010

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
REEL: 004159 FRAME: 0255

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 AG, 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.

[Remainder of this page intentionally left blank]

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]

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

by

Name:

Title:


JUDITH E. SMITH
MANAGING DIRECTOR

by

Name:

Title:


ILYA IVASHKOV
ASSOCIATE

[Trademark Security Agreement]

[[NYCORP:3138105v2:3178W:12/16/09--09:12P]]

TRADEMARK
REEL: 004159 FRAME: 0259

Schedule I

United States Trademarks and Trademark Applications

Owner	Trademark	Status	Serial No.	Filing Date
DJO, LLC	MUSCLE INTELLIGENCE	Pending Intent-to-Use	77/817943	September 1, 2009

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