

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374405

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|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Toby BOST | | 12/22/2014 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | DJO Consumer, LLC | | |
| Street Address: | 1325 Sycamore Avenue, Suite B | | |
| City: | Vista | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92081 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4642015 | FLUWAR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>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.</i> | | | |
| Phone: | 619-695-1300 | | |
| Email: | sandiego@eip.com | | |
| Correspondent Name: | EIP US LLP | | |
| Address Line 1: | 2468 Historic Decatur Road, Suite 200 | | |
| Address Line 4: | San Diego, CALIFORNIA 92106 | | |
| ATTORNEY DOCKET NUMBER: | 551.G300 | | |
| NAME OF SUBMITTER: | Cynthia M. ARKO | | |
| SIGNATURE: | /Cynthia Arko/ | | |
| DATE SIGNED: | 02/24/2016 | | |
| Total Attachments: 4 | | | |
| source=2014-12-22 REDACTED FLUWAR Asset Purchase Agreement 551.G300#page1.tif | | | |
| source=2014-12-22 REDACTED FLUWAR Asset Purchase Agreement 551.G300#page2.tif | | | |
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OP \$40.00 4642015

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into as of December 22, 2014, by and among FluWar LLC, a California limited liability company ("Seller"), Toby Bost, the sole Member of Seller ("Owner"), and DJO Consumer, LLC, a Delaware limited liability company ("Buyer").

RECITALS

WHEREAS, Seller is engaged in the business of the distribution and sale of FluWar™ branded products and concepts, is in the process of developing certain GermWar products, and has plans to expand its product line to include other "...War" brands listed on Schedule 1.1(c) attached hereto (the "FluWar Business");

WHEREAS, Owner owns all of the LLC membership interests in Seller; and

WHEREAS, Buyer desires to purchase and acquire from Seller, and Seller desires to sell, transfer and assign to Buyer, for the purchase price and upon the terms and subject to the conditions hereinafter set forth, all of the assets of Seller (other than the Excluded Assets as defined in Section 1.2) of Seller as a going concern, and in connection therewith assume certain specified liabilities of Seller.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, at the Closing (as defined below) Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, all right, title and interest of Seller in, to and under all of its rights, assets and properties of every kind, nature and character and description, tangible and intangible (including goodwill), known and unknown, and wherever located, whether accrued, contingent or otherwise and whether now existing or hereafter acquired relating to, involving, arising out of or constituting the FluWar Business (other than the Excluded Assets), as the same may exist on the Closing Date (collectively, the "Purchased Assets"). The Purchased Assets will include, without limitation but excluding the Excluded Assets, the following assets and properties:


(c) all of Seller's interest in any intellectual property used by Seller in the conduct of the FluWar Business as currently conducted, including but not limited to (collectively, the

“Intellectual Property”): (i) all trademark rights, business identifiers, trade dress, service marks, trade names, and brand names, including the name “FluWar” and “GermWar”, and the other “...War variations listed on Schedule 1.1(c), the domain name “Fluwar.com” (the “Domain Name”) and all variations thereof used by Seller, and all rights to such names and variations thereof and the use thereof and goodwill associated therewith; (ii) all copyrights and all other rights associated therewith and the underlying works of authorship; (iii) all inventions, know-how, discoveries, improvements, designs, artwork, trade secrets, and all other types of intellectual property; and (iv) all registrations of any of the foregoing, all applications therefor, all goodwill associated with the FluWar Business and any of the foregoing, and all claims for infringement or breach thereof.

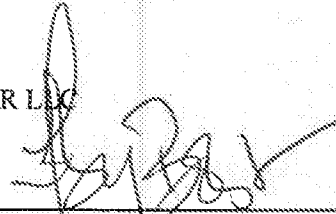
At the Closing, Seller will transfer, convey, assign and deliver all of the Purchased Assets to Buyer free and clear of all liabilities, obligations, security interests, liens, charges, encumbrances and claims excepting only those liabilities and obligations which are expressly agreed to be assumed by Buyer under Section 1.3.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.


DJO CONSUMER, LLC

By: 
Donald M. Roberts, Executive Vice President
and General Counsel

FLUWAR LLC

By: 
Toby Bost, Sole Member

OWNER:


Toby Bost

Schedule 1.1(c)

Trademarks

The following trade names and trademarks:

WarZone, PainWar, SunWar, WorldWar, BugWar, AllergyWar, ItchWar, FrictionWar, Hangover War, HydrationWar, and RashWar.