

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380664

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement-TL

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:	MACQUARIE US TRADING LLC, as Collateral Agent
Street Address:	C/O CORTLAND CAPITAL MARKET SERVICES LLC
Internal Address:	225 W. WASHINGTON ST., 21ST FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

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

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Property Type	Number	Word Mark
Serial Number:	86893632	DONJOY PATELLA X STRAP
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: 8

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TRADEMARK SECURITY AGREEMENT (SHORT FORM)

TRADEMARK SECURITY AGREEMENT (this “**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 MACQUARIE US TRADING LLC, in its capacity as collateral agent for the Secured Parties under the Credit Agreement referred to below (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, reference is made to (a) that certain Security Agreement dated as of May 7, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among DJO Finance LLC, a Delaware limited liability company (the “**Borrower**”), DJO Holdings LLC (“**Holdings**”), certain subsidiaries of the Borrower party thereto from time to time and the Collateral Agent and (b) that certain Credit Agreement dated as of May 7, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the other Guarantors party thereto from time to time, each lender from time to time party thereto (collectively, the “**Lenders**”) and Macquarie US Trading LLC, as Administrative Agent and Collateral Agent. 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. The Grantors 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;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the 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 registered Trademarks and Trademarks for which United States registration applications are pending of such Grantor listed on Schedule I attached hereto.

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

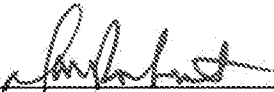
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form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

SECTION 5. Counterparts. This 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 Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. ABL Intercreditor Agreement. Reference is made to the ABL Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the ABL Intercreditor Agreement and this Agreement, the provisions of the ABL Intercreditor Agreement shall control.

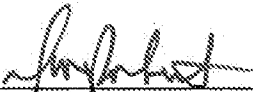
[Signature pages follow.]

DJO, LLC, as a Grantor

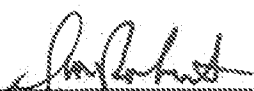
By: 
Name: Donald M. Roberts
Title: Executive Vice President, General Counsel
& Secretary

ENCORE MEDICAL, L.P., as a Grantor

By: Encore Medical GP, LLC

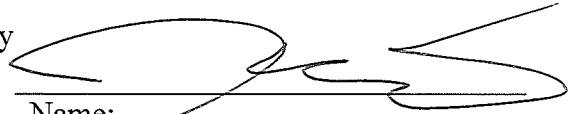
By: 
Name: Donald M. Roberts
Title: Executive Vice President, General Counsel
& Secretary

DJO CONSUMER, LLC, as a Grantor

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

MACQUARIE US TRADING LLC, as
Collateral Agent

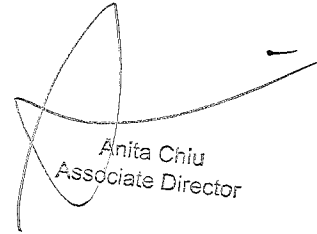
by



Name:

Title:

Joshua Karlin
Authorized Signatory



Anita Chiu
Associate Director

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	86/722619	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	86/893632	2-Feb-2016		
DJO, LLC	DONJOY PERFORMANCE	United States of America	Registered	86/647876	1-Jun-2015	4,881,162	5-Jan-16
DJO, LLC	DONJOY PERFORMANCE D (STYLIZED)	United States of America	Registered	86/647909	1-Jun-2015	4,881,163	5-Jan-16
DJO, LLC	EMPOWER 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		

TRADEMARK

REEL: 005771 FRAME: 0460

RECORDED: 04/14/2016