

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Empi, Inc.		04/29/2016	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Joint Active Systems, Inc.		
Street Address:	2600 South Raney		
City:	Effingham		
State/Country:	ILLINOIS		
Postal Code:	62401		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1951954	ADVANCE DYNAMIC ROM	
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>			
Email:	kj@greensfelder.com		
Correspondent Name:	Karen M. Johnson		
Address Line 1:	10 S. Broadway, Suite 2000		
Address Line 2:	Greensfelder, Hemker & Gale, PC		
Address Line 4:	St. Louis, MISSOURI 63102		
NAME OF SUBMITTER:	Karen M. Johnson		
SIGNATURE:	/Karen M. Johnson/		
DATE SIGNED:	05/10/2016		
Total Attachments: 4			
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNOR: EMPI, INC.

ASSIGNEE: JOINT ACTIVE SYSTEMS, INC.

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “Intellectual Property Assignment”) dated as of April 29, 2016, is made by Empi, Inc., a Minnesota corporation, on behalf of itself, its affiliates and/or related entities, with an office located at 1430 Decision Street, Vista, CA 92081 (“Assignor”), in favor of Joint Active Systems, Inc., an Illinois corporation, with an office located at 2600 South Raney, Effingham, IL 62401 (“Assignee”), the purchaser of certain assets of Assignor pursuant to that certain Asset Purchase Agreement, by and between Assignor and Assignee, dated as of even date herewith (the “Purchase Agreement”).

WITNESSETH:

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Intellectual Property Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE,

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following patents and trademarks (the “Assigned Intellectual Property”):

Patent:

Owner	Country	Patent Number	Issue Date
Empi, Inc.	USA	5,437,619	August 1, 1995

Trademark:

Trademark	Owner	Country	Registration Number	Registration Date
Advance Dynamic ROM	Empi, Inc.	USA	1,951,954	January 23, 1996

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Intellectual Property Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents,

as may be necessary to effect, evidence or perfect the assignment of the Assigned Intellectual Property to Assignee or any successor thereto, so long as such steps and actions are in accord with the terms and provisions of the Purchase Agreement.

3. Terms of the Purchase Agreement. Assignor and Assignee hereby acknowledge and agree that this Intellectual Property Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Intellectual Property. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


5. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute the same instrument. Exchange and delivery of this Agreement by exchange of electronic copies (with originals to follow) bearing the signature of a Party shall constitute a valid and binding execution and delivery of the Agreement by such Party. Such electronic copies shall constitute legally enforceable original documents

It is hereby respectfully acknowledged that this Intellectual Property Assignment will be filed for recordation in the United States Patent and Trademark Office against the files of the Transferred Patents.

* * * *

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be duly executed as of the day and year first above written.

EMPI, INC.

By: 

Donald M. Roberts,
Executive Vice President

AGREED TO AND ACCEPTED:

JOINT ACTIVE SYSTEMS, INC.

By: _____
Boris Banutti, President


IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be duly executed as of the day and year first above written.

EMPI, INC.

By: _____
Donald M. Roberts,
Executive Vice President

AGREED TO AND ACCEPTED:

JOINT ACTIVE SYSTEMS, INC.

By:  _____
Boris Bonutti, President