

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410425


SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DJO, LLC		12/08/2014	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	OrthoXpress Distribution Inc.		
Street Address:	1835 Chicago Avenue, Unit A		
City:	Riverside		
State/Country:	CALIFORNIA		
Postal Code:	92507		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3339532	ORTHOXPRESS	
CORRESPONDENCE DATA			
Fax Number:	9512747770		
<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:	951-274-7777		
Email:	rabia.chaudhry@varnerbrandt.com		
Correspondent Name:	Rabia P. Chaudhry		
Address Line 1:	3750 University Avenue, Suite 610		
Address Line 4:	Riverside, CALIFORNIA 92501		
NAME OF SUBMITTER:	Rabia P. Chaudhry		
SIGNATURE:	/rpc/		
DATE SIGNED:	12/28/2016		
Total Attachments: 2			
source=2014-12-08 Trademark Assignment Agreement - DJO to OrthoXpress#page1.tif			
source=2014-12-08 Trademark Assignment Agreement - DJO to OrthoXpress#page2.tif			

OP \$40.00 3339532

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is entered into as of December 8, 2014 (“Effective Date”) by and between DJO, LLC, a Delaware limited liability company (hereinafter “Assignor”) and OrthoXPress Distribution Inc., a California corporation (hereinafter “Assignee”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the following trademark and all trademark registrations and applications therefor (hereinafter the “Mark”):

<u>Marks</u>	<u>Country</u>	<u>Reg. No.</u>
	United States	(3,339,532);

WHEREAS, Assignor and Assignee have entered into that certain Distributor Agreement, having an effective date of November 4, 2014 (the “Distributor Agreement”), a condition of which is the assignment by Assignor to Assignee of the Mark, together with the good will of the business connected with and symbolized by the Mark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, as of the Effective Date, all right, title and interest in and to the Mark, and the registration and application for registration therefor, together with the good will of the business connected with and symbolized by the Mark, as well as all rights to injunctive relief, damages or profits, due or accrued, arising out of past infringement of the Mark or injury to said good will, and the right to sue for and recover the same in the Assignee’s own name; this assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned rights are not encumbered by any grant, license, or other right heretofor given.

ASSIGNOR HEREBY AGREES that ASSIGNEE shall have the right to record this Assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Mark.

[The next page is the signature page.]

IN WITNESS WHEREOF, the undersigned representatives of Assignor and Assignee, being duly authorized, have executed this Trademark Assignment Agreement as of the date first set forth above.

DJO, LLC
(Assignor)

By: 

Name: Donald M. Roberts

Title: Executive V.P. & General Counsel

ORTHOXPRESS DISTRIBUTION INC.
(Assignee)

By: 

Name: Jeff Salamon

Title: President