

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424082

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT-ABL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DJO, LLC		03/31/2017	Limited Liability Company: DELAWARE
DJO CONSUMER, LLC		03/31/2017	Limited Liability Company: CALIFORNIA
ENCORE MEDICAL, L.P.		03/31/2017	Limited Partnership: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
<b>Street Address:</b>	2450 COLORADO AVE., SUITE 3000 WEST
<b>City:</b>	SANTA MONICA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
<b>Serial Number:</b>	87355079	ACHILLOFORCE AIR
<b>Serial Number:</b>	87175598	ALTIVATE
<b>Serial Number:</b>	87036360	ALTIVATE ANATOMIC
<b>Serial Number:</b>	87036333	ALTIVATE REVERSE
<b>Serial Number:</b>	87034713	CLIMA-FLEX
<b>Serial Number:</b>	87251919	COBALT
<b>Serial Number:</b>	87356784	
<b>Serial Number:</b>	87171567	
<b>Registration Number:</b>	5146803	DJO SURGICAL
<b>Serial Number:</b>	87165307	DROP AND GO
<b>Serial Number:</b>	87091625	EMPOWR KNEE SYSTEM
<b>Serial Number:</b>	87091267	EMPOWR PS KNEE
<b>Serial Number:</b>	87355090	EPIFORCE
<b>Serial Number:</b>	87355097	GENUFORCE
<b>Serial Number:</b>	87277245	I-BRESIS

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Property Type	Number	Word Mark
Serial Number:	87355061	MALLEOFORCE
Serial Number:	87355105	MANUFORCE
Serial Number:	86963815	MOTION AT HOME
Serial Number:	87088041	PROWEDGE
Serial Number:	87143779	TAPERFILL
Serial Number:	87242379	TRIFIT
Serial Number:	87338895	ULTRASLING
Serial Number:	87346044	QUADRANT ULTRASLING

**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) 455-3222

**Email:** ksolomon@stblaw.com

**Correspondent Name:** Alexander Raytman, 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:** Alexander Raytman

**SIGNATURE:** /ar/

**DATE SIGNED:** 04/18/2017

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT (SHORT FORM)**

**TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of March 31, 2017 by DJO, LLC, DJO Consumer, LLC and Encore Medical, L.P., (each, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, 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 the Grantors 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 DJO HOLDINGS LLC, a Delaware limited liability company (“**Holdings**”), DJO FINANCE LLC, a Delaware limited liability company (the “**Borrower**”), the Guarantors party thereto from time to time, WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent and Collateral Agent, and each lender from time to time party thereto. 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 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: Joseph A. Martinez  
Name: Joseph A. Martinez  
Title: Sr. Vice President

**DJO CONSUMER, LLC, as a Grantor**

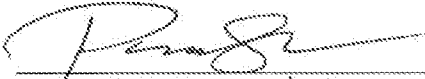
By: Joseph A. Martinez  
Name: Joseph A. Martinez  
Title: Sr. Vice President

**ENCORE MEDICAL, L.P., as a Grantor**

By: Encore Medical GP, LLC

By: Joseph A. Martinez  
Name: Joseph A. Martinez  
Title: Sr. Vice President

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as the Collateral Agent**

By:   
Name: PARAS SHAM  
Title: VICE PRESIDENT

**Schedule I  
Trademark Registrations and Trademark Applications**

Owner Details	Title	Country	Status	Application No.	Filing Date	Registration No.	Registered Date
DJO, LLC	ACHILLOFORCE AIR	United States of America	Application Filed	87/355,079	01-Mar-17		
Encore Medical, L.P.	ALTTIVATE	United States of America	Application Filed	87/175,598	19-Sep-16		
Encore Medical, L.P.	ALTTIVATE ANATOMIC Stylized	United States of America	Published for Opposition ending on Dec 1, 2016	87/036,360	13-May-16		
Encore Medical, L.P.	ALTTIVATE REVERSE Stylized	United States of America	Application Filed	87/036333	13-May-16		
DJO, LLC	CLIMA-FLEX	United States of America	Published for opposition on June 21, 2016	87034713	12-May-16		
Encore Medical, L.P.	COBALT	United States of America	Application Filed	87/251,919	30-Nov-16		
DJO Consumer, LLC	COMPEX Wave Design	United States of America	Application Filed	87/356,784	02-Mar-17		
DJO, LLC	Design of Circle	United States of America	Published for opposition ending on January 13, 2017	87/171,567	14-Sep-16		
DJO, LLC	DJO SURGICAL	United States of America	Registered	87/172,951	15-Sep-16	5146803	21-Feb-17
Encore Medical, L.P.	DROP AND GO	United States of America	Published for Opposition until February 24, 2017	87165307	08-Sep-16		

Owner Details	Title	Country	Status	Application No.	Filing Date	Registration No.	Registered Date
DJO, LLC	EMPOWR KNEE SYSTEM	United States of America	Published for opposition on December 6, 2016	87/091,625	01-Jul-16		
DJO, LLC	EMPOWR PS KNEE	United States of America	Published for opposition on December 6, 2016	87/091,267	01-Jul-16		
DJO, LLC	EPIFORCE	United States of America	Application Filed	87/355,090	01-Mar-17		
DJO, LLC	GENUFORCE	United States of America	Pending Filing	87/355,097	01-Mar-17		
DJO, LLC	I-BRESIS	United States of America	Application Filed	87/277,245	21-Dec-16		
DJO, LLC	MALLEOFORCE	United States of America	Application Filed	87/355,061	01-Mar-17		
DJO, LLC	MANUFORCE	United States of America	Application Filed	87/355,105	01-Mar-17		
DJO, LLC	MOTION AT HOME	United States of America	Published for opposition on June 28, 2016	86/963,815	04-Apr-16		
DJO, LLC	PROWEDGE	United States of America	Application Filed	87/088041	29-Jun-16		
Encore Medical, L.P.	TAPERFILL	United States of America	Published for Opposition until February 24, 2017	87/143,779	18-Aug-16		
DJO, LLC	TRIFIT	United States of America	Application Filed	87/242,379	18-Nov-16		
DJO, LLC	ULTRASLING	United States of America	Application Filed	87 338895	16-Feb-17		
DJO, LLC	ULTRASLING QUADRANT (Stylized)	United States of America	Application Filed	87346044	22-Feb-17		

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RECORDED: 04/18/2017

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