

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424075

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT-TL

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

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:	60600
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 23

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

CH \$590.00 87355079

Property Type	Number	Word Mark
Serial Number:	87277245	I-BRESIS
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: 7

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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. (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: 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

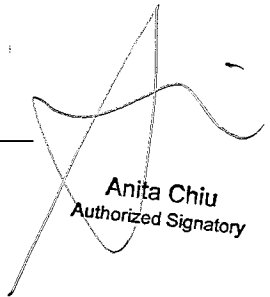
By: Joseph A. Martinez
Name: Joseph A. Martinez
Title: Sr. Vice President

MACQUARIE US TRADING LLC, as
Collateral Agent

by



Name: JOSHUA KARUN
Title: AUTHORIZED SIGNATORY



Anita Chiu
Authorized Signatory

[Signature Page to Trademark Security Agreement]

**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.	ALTVATE	United States of America	Application Filed	87/175,598	19-Sep-16		
Encore Medical, L.P.	ALTVATE ANATOMIC Stylized	United States of America	Published for Opposition ending on Dec 1, 2016	87/036,360	13-May-16		
Encore Medical, L.P.	ALTVATE 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		

Owner Details	Title	Country	Status	Application No.	Filing Date	Registration No.	Registered Date
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		
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		

Owner Details	Title	Country	Status	Application No.	Filing Date	Registration No.	Registered Date
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	87338895	16-Feb-17		
DJO, LLC	ULTRASLING QUADRANT (Stylized)	United States of America	Application Filed	87346044	22-Feb-17		

TRADEMARK

REEL: 006036 FRAME: 0784

RECORDED: 04/18/2017