

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM467963

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DJO, LLC		03/30/2018	Limited Liability Company: DELAWARE
DJO Consumer, LLC		03/30/2018	Limited Liability Company: CALIFORNIA
Encore Medical, L.P.		03/30/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon, as Collateral Agent		
Street Address:	101 Barclay Street		
Internal Address:	7W		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Serial Number:	87402923	BLUPRINT	
Serial Number:	87794053	DJO EMPOWR KNEE	
Serial Number:	87691876	EMPOWR 3D POROUS	
Serial Number:	87691888	EMPOWR CR	
Serial Number:	87691861	EMPOWR POROUS	
Serial Number:	87794090	EMPOWR VVC	
Serial Number:	87774334	MI360	
Serial Number:	87772955	MOTION INTELLIGENCE	
Serial Number:	87786474	OPTIPAC	
Serial Number:	87673376	POWER TO DELIVER	
Serial Number:	87484301	PRO-THERAPY	
Serial Number:	87772936	X4	
Serial Number:	85955701	FLUWAR	
Serial Number:	73641513	COMPEX	

CH \$865.00 87402923

Property Type	Number	Word Mark
Serial Number:	75823047	IOGEL
Serial Number:	76105454	COMPEX
Serial Number:	87484310	TEMPGUARD
Serial Number:	87844238	DRYTEX
Serial Number:	73446066	INTELECT
Serial Number:	75169418	VITALITY
Serial Number:	73480563	NEURO AID HH
Serial Number:	75411770	OPTIVAC
Serial Number:	76251806	DISCOVERY
Serial Number:	78804128	OPTIPAC
Serial Number:	86214212	OPTITWIST
Serial Number:	87500130	EMPOWR PRESS FIT KNEE
Serial Number:	73026352	WARM 'N FORM
Serial Number:	74222161	NAVIGATOR
Serial Number:	74508353	ELBOWRANGER
Serial Number:	74509311	KNEERANGER
Serial Number:	74553401	SPIDER PAD
Serial Number:	74631809	AIR DONJOY
Serial Number:	74722305	MONTANA
Serial Number:	75000429	DRYTEX

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) 455-3762

Email: jnull@stblaw.com

Correspondent Name: Alysha Sekhon

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	(027135/0012)
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	03/30/2018

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of March 30, 2018 by DJO, LLC, DJO Consumer, LLC and Encore Medical, L.P., (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of THE BANK OF NEW YORK MELLON, in its capacity as collateral agent for the Secured Parties under the Indenture (in such capacity, the “**Second Lien Agent**”).

W I T N E S S E T H:

WHEREAS, reference is made to (a) the Security Agreement dated as of May 7, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Second Lien Security Agreement**”), among the Grantors, certain other grantors party thereto and Second Lien Agent and (b) the Indenture dated as of May 7, 2015 (the “**Base Indenture**”) among DJO FINCO INC., a Delaware corporation, and The Bank of New York Mellon, as Trustee (the “**Trustee**”) and as Second Lien Agent, as amended by the Supplemental Indenture dated as of May 7, 2015 (the “**Supplemental Indenture**”; and the Base Indenture, as supplemented by the Supplemental Indenture and as otherwise amended, restated, supplemented or otherwise modified from time to time, the “**Indenture**”), among the Issuers, the Guarantors party thereto, the Trustee and the Second Lien Agent.

NOW, THEREFORE, the Grantors hereby agree with the Second Lien Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien 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 Second Lien Agent for the benefit of the Second Lien 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 applications are pending of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Second Lien Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Second Lien 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 Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Second Lien Security Agreement in accordance with Section 6.11 thereof, the Second Lien Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument (in form and substance reasonably satisfactory to the Second Lien Agent) 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. Governing Law; Jurisdiction; Venue; Consent to Service of Process; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(b) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and an appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Security Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Security Document shall affect any right that the Trustee, the Second Lien Agent or any Second Lien Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or any other Security Document against any Grantor or its properties in the courts of any jurisdiction.

(c) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may not or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Security Document in any court referred to in paragraph (b) of this Section 5. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Security Agreement. Nothing in this Agreement or any other Security Document will affect the right of any party to this Agreement to serve process in any other manner permitted by Law.

(e) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER SECURITY DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.

SECTION 6. Counterparts. This Second Lien 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 Second Lien Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Second Lien Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Second Lien Trademark Security Agreement.

SECTION 7. Intercreditor Agreements. Reference is made to the ABL Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent, for the benefit of the Second Lien Secured Parties, pursuant to this Agreement and

the exercise of any right or remedy by the Second Lien Agent and the other Second Lien Secured Parties are subject to the provisions of the Intercreditor Agreements. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreements and this Agreement, the provisions of the Intercreditor Agreements shall control.

SECTION 8. Relationship to Indenture. The parties hereto hereby agree that the Second Lien Agent shall be entitled to all of the rights, protections, privileges, indemnities and immunities afforded to it and the Trustee under the Indenture in connection with its execution of this Agreement and performance of its obligations hereunder.

[Signature pages follow.]

DJO, LLC, as a Grantor

By: Joseph G. Martinez
Name: Joseph G. Martinez
Title: SVP & Associate General Counsel

DJO CONSUMER, LLC, as a Grantor

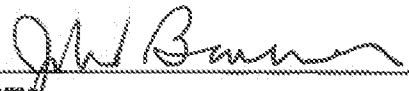
By: Joseph G. Martinez
Name: Joseph G. Martinez
Title: SVP & Associate General Counsel

ENCORE MEDICAL, L.P., as a Grantor

By: Encore Medical GP, LLC

By: Joseph G. Martinez
Name: Joseph G. Martinez
Title: SVP & Associate General Counsel

THE BANK OF NEW YORK MELLON, as Second
Lien Agent

By: 
Name John D. Bowman
Title Vice President

Schedule I
Trademark Registrations and Trademark Applications

Owner Details	Title	Country	Status	Application No.	Filing Date
DJO Consumer, LLC	BLUPRINT Side Cloud (STYLIZED)	United States of America	Registered	87/402,923	07-Apr-17
Encore Medical, L.P.	DJO EMPOWER KNEE	United States of America	Application Pending	87/794,053	12-Feb-18
DJO, LLC	EMPOWER 3D POROUS	United States of America	Application Pending	87/691,876	20-Nov-17
DJO, LLC	EMPOWER CR	United States of America	Application Pending	87/691,888	20-Nov-17
DJO, LLC	EMPOWER POROUS	United States of America	Application Pending	87/691,861	20-Nov-17
Encore Medical, L.P.	EMPOWER VVC	United States of America	Application Pending	87/794,090	12-Feb-18
DJO, LLC	MI360	United States of America	Application Pending	87/774,334	29-Jan-18
DJO, LLC	MOTION INTELLIGENCE	United States of America	Application Pending	87/772,955	26-Jan-18
Encore Medical, L.P.	OPTIPAC	United States of America	Application Pending	87/786,474	06-Feb-18
DJO, LLC	POWER TO DELIVER	United States of America	Application Pending	87/673,376	06-Nov-17
DJO, LLC	PRO-THERAPY	United States of America	Allowed-Pending	87/484,301	12-Jun-17
DJO, LLC	X4	United States of America	Application Pending	87/772,936	26-Jan-18
DJO CONSUMER, LLC	FLUWAR	United States of America	Registered	85955701	
DJO, LLC	COMPEX	United States of America	Registered	73641513	
DJO, LLC	IOGEL	United States of America	Registered	75823047	
DJO, LLC	COMPEX	United States of America	Registered	76105454	
DJO, LLC	TEMPGUARD	United States of America	Application Pending	87484310	
DJO, LLC	DRYTEX	United States of America	Application Pending	87844238	

Owner Details	Title	Country	Status	Application No.	Filing Date
DJO, LLC	INTELECT	United States of America	Registered	73446066	
DJO, LLC	VITALITY	United States of America	Registered	75169418	
DJO, LLC	NEURO AID HH	United States of America	Registered	73480563	
ENCORE MEDICAL, L.P.	OPTIVAC	United States of America	Registered	75411770	
ENCORE MEDICAL, L.P.	DISCOVERY	United States of America	Registered	76251806	
ENCORE MEDICAL, L.P.	OPTIPAC	United States of America	Registered	78804128	
ENCORE MEDICAL, L.P.	OPTITWIST	United States of America	Registered	86214212	
Encore Medical, L.P.	EMPOWR PRESS FIT KNEE	United States of America	Application Pending	87500130	
DJO, LLC	WARM 'N FORM	United States of America	Registered	73026352	
DJO, LLC	NAVIGATOR	United States of America	Registered	74222161	
DJO, LLC	ELBOWRANGER	United States of America	Registered	74508353	
DJO, LLC	KNEERANGER	United States of America	Registered	74509311	
DJO, LLC	SPIDER PAD	United States of America	Registered	74553401	
DJO, LLC	AIR DONJOY	United States of America	Registered	74631809	
DJO, LLC	MONTANA	United States of America	Registered	74722305	
DJO, LLC	DRYTEX	United States of America	Registered	75000429	