

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473162

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Term Loan)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DJO, LLC		04/20/2018	Limited Liability Company: CALIFORNIA
DJO Consumer, LLC		04/20/2018	Limited Liability Company: DELAWARE
Encore Medical, L.P.		04/20/2018	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Macquarie US Trading LLC, as Collateral Agent
Street Address:	C/O Cortland Capital Market Services LLC - 225 W. Washington St.
Internal Address:	21st Floor
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

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

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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) 455-3222

Email: jnull@stblaw.com

Correspondent Name: Alexander Raytman

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, CALIFORNIA 10017

ATTORNEY DOCKET NUMBER: 027135/0012

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 05/08/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT(SHORT FORM)

TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of April 20, 2018 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 G. Martin
Name: Joseph G. Martin
Title: SVP & Associate General Counsel

DJO CONSUMER, LLC, as a Grantor

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

ENCORE MEDICAL, L.P., as a Grantor

By: Encore Medical GP, LLC

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

MACQUARIE US TRADING LLC, as
Collateral Agent

by



Name:

Title:

Joshua Karlin
Authorized Signatory



Julia Hilbert
Division Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006361 FRAME: 0639

**Schedule I
Trademark Registrations and Trademark Applications**

Owner Details	Title	Country	Status	Application No.	Filing Date
DJO Consumer, LLC	BLUPRINT Side Cloud (STYLLIZED)	United States of America	Registered	87/402,923	07-Apr-17
Encore Medical, L.P.	DJO EMPWR 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	

Owner Details	Title	Country	Status	Application No.	Filing Date
DJO, LLC	TEMPGUARD	United States of America	Application Pending	87484310	
DJO, LLC	DRYTEX	United States of America	Application Pending	87844238	
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.	OPTTWIST	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	

TRADEMARK

REEL: 006361 FRAME: 0641

RECORDED: 05/08/2018