

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMPI Holding Corp.		07/31/2018	Corporation: DELAWARE
EMPI Acquisition Corp.		07/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Compass Bank, as the Administrative Agent		
Street Address:	8080 North Central Expressway, Suite 120		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	Company: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1127697		
Registration Number:	1131727		
Registration Number:	1131970	AUTO-HAUS	
Registration Number:	1893067	EMPI	
Registration Number:	1019916	RACE-TRIM	
Registration Number:	1043148	AUTO-HAUS	
Registration Number:	1075435	AUTO HAUS	
Registration Number:	1482271	EMPI	
Registration Number:	3574379	A TRADITION OF PERFORMANCE	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,tyson.wanjura@hklaw.com,brittany.fox@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		

OP \$240.00 1127697

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	07/31/2018
Total Attachments: 8 source=EMPIPSecurityAgreement#page1.tif source=EMPIPSecurityAgreement#page2.tif source=EMPIPSecurityAgreement#page3.tif source=EMPIPSecurityAgreement#page4.tif source=EMPIPSecurityAgreement#page5.tif source=EMPIPSecurityAgreement#page6.tif source=EMPIPSecurityAgreement#page7.tif source=EMPIPSecurityAgreement#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Compass Bank, as Administrative Agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, pursuant to that certain Credit Agreement dated as of July 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among EMPI Acquisition Corp., a Delaware corporation (“Borrower”), EMPI Holding Corp., a Delaware corporation (“Holdings”), the other Loan Parties from time to time party thereto, the several banks and other financial institutions or entities from time to time parties thereto as lenders (the “Lenders”), and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not defined herein have the respective meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of July 31, 2018, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Secured Obligations (as defined in the Guarantee and Collateral Agreement):

(a) all Registered Intellectual Property consisting of Copyrights, as identified in Schedule 1;

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above (the items described in (a) and (b), collectively, the “Copyright Collateral”);

(c) (i) all Registered Intellectual Property consisting of Trademarks, as identified in Schedule 2 (but excluding in all cases any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest granted hereunder) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above;

(d) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (c) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (c) above (items described in clauses (c) and (d), collectively, the “Trademark Collateral”);

(e) (i) all Registered Intellectual Property consisting of Patents, as identified in Schedule 3, and (ii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon; and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (e) above (items described in (e) and (f), collectively, the “Patent Collateral”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP

SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.


SECTION 7 Notice. Each party to this IP Security Agreement irrevocably consents to service of process at the address provided for notices in Section 10.02 of the Credit Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable law.

[signature pages follow]


IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

EMPI HOLDING CORP.

By: 
Name: Matthew Broullire
Title: Vice President and Assistant Secretary

EMPI ACQUISITION CORP.

By: 
Name: Matthew Broullire
Title: Vice President and Assistant Secretary

COMPASS BANK,
as the Administrative Agent

By: *Brandon Kelley*
Name: Brandon Kelley
Title: Senior Vice President

Signature Page to IP Security Agreement

TRADEMARK
REEL: 006397 FRAME: 0653

COPYRIGHTS

None.

TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No.</u>
EMPI Acquisition Corp.	Auto Haus	12/11/1979	Registered	1,127,697
	Auto Haus	03/11/1980	Registered	1,131,727
	Auto Haus	03/11/1980	Registered	1,131,970
	EMPI	05/09/1995	Registered	1,893,067
	Race Trim	09/09/1975	Registered	1,019,916
	Auto Haus	07/06/1976	Registered	1,043,148
	Auto Haus	10/18/1977	Registered	1,075,435
	EMPI	03/29/1988	Registered	1,482,271
	Tradition of Performance	02/17/2009	Registered	3,574,379

PATENTS

None.