

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555438

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Performance Health Group, LLC		12/31/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	5620283	THERABAND
Registration Number:	5620284	THERABAND
Registration Number:	5428806	FEEL GOOD. LIVE GREAT.
Registration Number:	4710942	THERABAND
Registration Number:	4670276	THERABAND
Registration Number:	4324412	PEDIGENIX
Registration Number:	4441233	HYTONE
Registration Number:	4253184	THERA-BAND FIRST STEP TO FOOT RELIEF
Registration Number:	4455492	HYPERFORM
Registration Number:	4144181	PEDIGENIX
Registration Number:	3868607	THERA-BAND
Registration Number:	3868608	THERA-BAND
Registration Number:	3706015	SLOW DEFLATE ADVANTAGE
Registration Number:	3599397	PRO SERIES SCP
Registration Number:	3599399	PRO SERIES SCP
Registration Number:	3022797	PERFORMANCE HEALTH
Registration Number:	3019509	PERFORMANCE HEALTH
Registration Number:	2928215	FIRST STEP TO ACTIVE HEALTH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2867621	PROSSAGE
Registration Number:	2595961	DYNAFREEZE
Registration Number:	2599090	SDS
Registration Number:	3024914	THERA-BAND
Registration Number:	2467659	THERA-BAND
Registration Number:	2550917	FLEXBAR
Registration Number:	2364354	AQUAFINS
Registration Number:	2318703	PAIN RELIEF THAT WORKS
Registration Number:	2295811	THERA-BAND
Registration Number:	2308554	HYSYNAL
Registration Number:	2234542	STOPS PAIN COLD
Registration Number:	1895004	THERA-BAND
Registration Number:	1541408	
Registration Number:	1542392	THERA-BAND
Registration Number:	1380599	H HYGENIC
Registration Number:	1379345	DYNA-BAND
Registration Number:	1269061	H HYGENIC
Registration Number:	1241177	H HYGENIC
Registration Number:	1063239	THERA-BAND
Registration Number:	1011451	PARABATH
Registration Number:	2120982	H HYGENIC
Registration Number:	1966739	H HYGENIC
Registration Number:	3069817	HYGENIC
Registration Number:	2262494	H HYGENIC
Registration Number:	2037964	
Registration Number:	2037965	
Registration Number:	2037966	

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@coagencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1170286 2L TM D

NAME OF SUBMITTER:	Wenny Zhu
SIGNATURE:	/Wenny Zhu/
DATE SIGNED:	12/31/2019
Total Attachments: 12 source=D- 2L Trademark Agreement#page2.tif source=D- 2L Trademark Agreement#page3.tif source=D- 2L Trademark Agreement#page4.tif source=D- 2L Trademark Agreement#page5.tif source=D- 2L Trademark Agreement#page6.tif source=D- 2L Trademark Agreement#page7.tif source=D- 2L Trademark Agreement#page8.tif source=D- 2L Trademark Agreement#page9.tif source=D- 2L Trademark Agreement#page10.tif source=D- 2L Trademark Agreement#page11.tif source=D- 2L Trademark Agreement#page12.tif source=D- 2L Trademark Agreement#page13.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Deutsche Bank AG New York Branch, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, Lanai Holdings III, Inc., a Delaware corporation, Lanai Holdings II, Inc., a Delaware corporation, and certain other Grantors are party to a Second Lien Security Agreement, dated as of August 28, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative 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

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or which such Grantor at any time in the future may own or acquire (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill connected with the use of and symbolized thereby, including any of the foregoing listed in Schedule A;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of or void any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PERFORMANCE HEALTH GROUP, LLC

By: 
Name: Gregory M. Nalty
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006828 FRAME: 0680

DEUTSCHE BANK AG NEW YORK BRANCH
as Administrative Agent

By: 
Name: Michael Strobel
Title: Vice President


By: 
Name: Yumi Okabe
Title: Vice President


[Signature Page to Second Lien Trademark Security Agreement]




TRADEMARK
REEL: 006828 FRAME: 0681


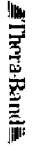

SCHEDULE A
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TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS






Mark	Jurisdiction	Serial No./Date	Registration No./Date	Expiry Date
THERABAND THERABAND <small>®THERABAND</small>	USA	87644501 13-OCT-2017	5620283 04-DEC-2018	04-DEC-2028
THERABAND <small>®THERABAND</small>	USA	87644509 13-OCT-2017	5620284 04-DEC-2018	04-DEC-2028
FEEL GOOD. LIVE GREAT. THERABAND <small>®THERABAND</small>	USA	86718513 07-AUG-2015	5428806 20-MAR-2018	20-Mar-2028
THERABAND <small>®THERABAND</small>	USA	86275271 08-MAY-2014	4710942 31-MAR-2015	31-Mar-2025




THERA-BAND	USA	77872317 13-NOV-2009	3868607 26-OCT-2010	26-OCT-2020
THERA-BAND	USA	77872319 13-NOV-2009	3868608 26-OCT-2010	26-OCT-2020
SLOW DEFLATE ADVANTAGE	USA	77369841 11-JAN-2008	3706015 03-NOV-2009	03-Nov-2019
PRO SERIES SCP	USA	77273000 06-SEP-2007	3599397 31-MAR-2009	31-Mar-2029
PRO SERIES				
PRO SERIES SCP	USA	77273006 06-SEP-2007	3599399 31-MAR-2009	31-Mar-2029
PERFORMANCE HEALTH	USA	76623861 08-DEC-2004	3022797 06-DEC-2005	06-DEC-2025
				

PERFORMANCE HEALTH	USA	76623696 08-DEC-2004	3019509 29-NOV-2005	29-NOV-2025
FIRST STEP TO ACTIVE HEALTH	USA	76526336 27-JUN-2003	2928215 22-FEB-2005	22-FEB-2025
PROSSAGE	USA	76512655 08-MAY-2003	2867621 27-JUL-2004	27-JUL-2024
DYNAFREEZE	USA	76279787 03-JUL-2001	2595961 16-JUL-2002	16-JUL-2022
SDS	USA	76152300 23-OCT-2000	2599090 23-JUL-2002	23-JUL-2022
THERA-BAND 	USA	76045653 11-MAY-2000	3024914 13-DEC-2005	13-DEC-2025

<p>  </p>	USA	76043561 08-MAY-2000	2467659 10-JUL-2001	10-JUL-2021
FLEXBAR	USA	75942466 13-MAR-2000	2550917 19-MAR-2002	19-MAR-2022
AQUAFINS	USA	75712381 24-MAY-1999	2364354 04-JUL-2000	04-JUL-2020
PAIN RELIEF THAT WORKS	USA	75597429 01-DEC-1998	2318703 15-FEB-2000	15-Feb-2020
<p>  </p>	USA	75556542 18-SEP-1998	2295811 30-NOV-1999	30-NOV-2019
<p>  </p>	USA	75463681 07-APR-1998	2308554 18-JAN-2000	18-JAN-2020

STOPS PAIN COLD	USA	75009632 06-OCT-1995	2234542 23-MAR-1999	23-MAR-2019
 THERA-BAND	USA	74493865 24-FEB-1994	1895004 23-MAY-1995	23-MAY-2025
Design Only	USA	73760623 31-OCT-1988	1541408 30-MAY-1989	30-MAY-2029
 THERA-BAND	USA	73760624 31-OCT-1988	1542392 06-JUN-1989	06-JUN-2029
 HYGENIC	USA	73548499 17-JUL-1985	1380599 28-JAN-1986	28-Jan-2026
DYNA-BAND	USA	73548554 17-JUL-1985	1379345 21-JAN-1986	21-JAN-2026

H HYGENIC 	USA	73404347 01-DEC-1982	1269061 06-MAR-1984	06-Mar-2024
H HYGENIC 	USA	73348731 04-FEB-1982	1241177 07-JUN-1983	07-Jun-2023
THERA-BAND 	USA	73100524 20-SEP-1976	1063239 12-APR-1977	12-APR-2027
PARABATH	USA	73013181 11-FEB-1974	1011451 27-MAY-1975	27-May-2025
H HYGENIC 	USA	75109559 22-MAY-1996	2120982 16-DEC-1997	16-DEC-2027
H HYGENIC 	USA	74660426 13-APR-1995	1966739 09-APR-1996	09-Apr-2026

HYGENIC	USA	76608566 20-AUG-2004	3069817 21-MAR-2006	21-MAR-2026
H HYGENIC 	USA	75419864 20-JAN-1998	2262494 20-JUL-1999	20-JUL-2019
Design Only 	USA	74591343 27-OCT-1994	2037964 11-FEB-1997	11-Feb-2027
Design Only 	USA	74591344 27-OCT-1994	2037965 11-FEB-1997	11-Feb-2027
Design Only 	USA	74591577 27-OCT-1994	2037966 11-FEB-1997	11-Feb-2027

TRADEMARK

REEL: 006828 FRAME: 0689

RECORDED: 12/31/2019