

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION, successor to BBVA USA		04/22/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	EMPI, INC. (f/k/a EMPI ACQUISITION CORP.)		
Street Address:	301 East Orangethorpe Avenue		
City:	Anaheim		
State/Country:	CALIFORNIA		
Postal Code:	92801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87797731	034 MOTOR SPORT	
Serial Number:	87797745	034 MOTOR SPORT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	120593-00022		
NAME OF SUBMITTER:	Matthew S. Makover		
SIGNATURE:	/Matthew S. Makover/		
DATE SIGNED:	04/29/2022		
Total Attachments: 6			
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TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of April 22, 2022 (this "Termination"), is made by **PNC BANK, NATIONAL ASSOCIATION**, successor to BBVA USA, in its capacity as administrative agent pursuant to the Credit Agreement as defined below (in such capacity, the "Administrative Agent"), in favor of **EMPI, INC.** (f/k/a EMPI ACQUISITION CORP.), a Delaware corporation (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the IP Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 24, 2019, by and among the Grantor, **EMPI HOLDING CORP.**, a Delaware corporation ("Holdings"), the several banks and financial institutions or entities party thereto as lenders (the "Lenders") and Administrative Agent, as administrative agent for the Lenders (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders agreed to provide the Grantor with certain credit facilities;

WHEREAS, the Grantor, pursuant to that certain Intellectual Property Security Agreement, dated as of October 24, 2019, by the Grantor in favor of the Administrative Agent (the "IP Security Agreement"), granted to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in and continuing lien on all of the Grantor's IP Collateral (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office on December 3, 2019, at Reel 051171, Frame No. 0240 and Reel 6807, Frame No. 0863; and

WHEREAS, the Administrative Agent has agreed to terminate and release its security interest in all of such IP Collateral, including, without limitation, the Copyrights identified on Schedule 1 attached hereto, the Trademarks identified on Schedule 2 attached hereto and the Patents identified on Schedule 3 attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Administrative Agent hereby terminates the IP Security Agreement and hereby terminates, cancels and releases any and all mortgages, liens, and security interests that it has in, to and under the IP Collateral, including, without limitation, the Copyrights identified on Schedule 1 attached hereto, the Trademarks identified on Schedule 2 attached hereto and the Patents identified on Schedule 3 attached hereto.

2. Authorization to Record. The Administrative Agent authorizes and requests that the United States Patent and Trademark Office, the United States Copyright Office and any applicable government officer record this Termination.

3. Further Assurances. The Administrative Agent shall take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of the Grantor.

4. Governing Law. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Termination of Intellectual Property Security Agreement to be duly executed as of the date first set forth above.

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Ryan Thompson

Title: Senior Vice President, Relationship
Manager

[Signature Page to Termination of Intellectual Property Security Agreement - 034 Melomport Acquisition]

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None.

TRADEMARKS

	Mark	Owner	Jurisdiction	App. No.	App. Date
1	034 Motor Sport	EMPI, Inc.	United States	87/797,731	February 14, 2018
2	034 Motor Sport & Design	EMPI, Inc.	United States	87/797,745	February 14, 2018

PATENTS

Title	Owner	App. / Serial No.	Patent No.	Filing Date	Issue Date
Fixed Camber Mount	EMPI, Inc.	29/628,549	D860,874	December 5, 2017	September 24, 2019
Upper Dogbone Insert	EMPI, Inc.	29/666,700		October 15, 2018	