

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751026

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900691667

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CENTERFIELD CAPITAL PARTNERS IV, L.P.		04/22/2022	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	EMPI Acquisition Corp.
Street Address:	301 East Orangethorpe Avenue
City:	Anaheim
State/Country:	CALIFORNIA
Postal Code:	92801
Entity Type:	Corporation: DELAWARE
Name:	EMPI Holding Corp.
Street Address:	301 East Orangethorpe Avenue
City:	Anaheim
State/Country:	CALIFORNIA
Postal Code:	92801
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1127697	
Registration Number:	1019916	RACE-TRIM
Registration Number:	1075435	AUTO HAUS
Registration Number:	1043148	AUTO-HAUS
Registration Number:	1131727	
Registration Number:	1131970	AUTO-HAUS
Registration Number:	1482271	EMPI
Registration Number:	1893067	EMPI
Registration Number:	3574379	A TRADITION OF PERFORMANCE

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

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: 212-728-8000
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:	08/24/2022

Total Attachments: 4
source=EMPI Centerfield IP Release#page1.tif
source=EMPI Centerfield IP Release#page2.tif
source=EMPI Centerfield IP Release#page3.tif
source=EMPI Centerfield IP Release#page4.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Agreement") dated as of April 22, 2022, from CENTERFIELD CAPITAL PARTNERS IV, L.P. as agent (the "Agent"), and CCP IV-SBIC, L.P. ("CCP SBIC-IV"), and together with the Agent, the "Grantees", and each a "Grantee"), in favor of EMPI Acquisition Corp., a Delaware corporation ("Borrower"), and EMPI Holding Corp., a Delaware corporation ("Holdings") and together with Borrower, the "Grantors", each individually a "Grantor").

WITNESSETH:

WHEREAS, in connection with the those agreements listed on Schedule A hereto (as amended, supplemented or otherwise modified prior to the date hereof, the "IP Security Agreement"), each Grantor granted to the Agent and CCP IV-SBIC, as applicable, a security interest in all of its right, title and interest in, and to certain Collateral, including certain of their Copyrights, Trademarks and Patents (as defined in the IP Security Agreement) (all capitalized terms used herein, but not otherwise defined herein, shall have the meanings set forth or referenced in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office (the "USPTO") as described on Schedule A hereto; and

WHEREAS, each Grantee now wishes to release its liens on, and security interests in, the IP Collateral as set forth on Schedule B attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, each Grantee hereby states as follows:

1. Release of Security Interest. Each Grantee hereby terminates the IP Security Agreement and terminates, releases and discharges, and sets over and assigns to the Grantors, all of its security interest in the IP Collateral, including any associated good-will of the business symbolized by the IP Collateral, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, and reassigns any and all right, title and interest that it may have in or to the IP Collateral to the Grantors.
2. Recordation. Each Grantor or its authorized agent is authorized to record this Agreement with the USPTO.
3. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.
4. Further Assurances. Each Grantee shall take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by such Grantor, and at such Grantor's cost and expense, to more fully and effectively effectuate the release of liens contemplated hereby.

(Signature page follows)

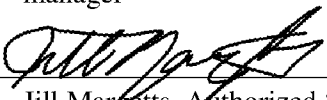
IN WITNESS WHEREOF, each of the undersigned have executed this Agreement by its duly authorized officer as of the date first above written.

AGENT:

CENTERFIELD CAPITAL PARTNERS IV,
L.P.

By: Centerfield Capital Partners IV, LLC,
its General Partner

By: Centerfield Management IV, Inc., its
manager


By: 
Jill Margetts, Authorized Signatory

LENDERS:

CENTERFIELD CAPITAL PARTNERS IV,
L.P.

By: Centerfield Capital Partners IV, LLC,
its General Partner


By: Centerfield Management IV, Inc., its
manager

By: 
Jill Margetts, Authorized Signatory

CCP IV-SBIC, L.P.

By: CCP IV-SBIC, LLC,
as General Partner

By: Centerfield Management IV, Inc., its
manager

By: 
Jill Margetts, Authorized Signatory

Schedule A

IP SECURITY AGREEMENTS

1. Intellectual Property Security Agreement, executed on July 31, 2018, and recorded on August 1, 2018, at Reel/Frame 6400/0023.

Schedule B

IP Collateral

Total properties: 9

1	Serial #: <u>73004462</u> Mark:	Filing Dt: 10/24/1973	Reg #: <u>1127697</u>	Reg. Dt: 12/11/1979
2	Serial #: <u>73008249</u> Mark: RACE-TRIM	Filing Dt: 12/07/1973	Reg #: <u>1019916</u>	Reg. Dt: 09/09/1975
3	Serial #: <u>73066173</u> Mark: AUTO HAUS	Filing Dt: 10/17/1975	Reg #: <u>1075435</u>	Reg. Dt: 10/18/1977
4	Serial #: <u>73066187</u> Mark: AUTO-HAUS	Filing Dt: 10/17/1975	Reg #: <u>1043148</u>	Reg. Dt: 07/06/1976
5	Serial #: <u>73067007</u> Mark:	Filing Dt: 10/28/1975	Reg #: <u>1131727</u>	Reg. Dt: 03/11/1980
6	Serial #: <u>73077401</u> Mark: AUTO-HAUS	Filing Dt: 02/17/1976	Reg #: <u>1131970</u>	Reg. Dt: 03/11/1980
7	Serial #: <u>73435390</u> Mark: EMPI	Filing Dt: 07/20/1983	Reg #: <u>1482271</u>	Reg. Dt: 03/29/1988
8	Serial #: <u>74513028</u> Mark: EMPI	Filing Dt: 04/15/1994	Reg #: <u>1893067</u>	Reg. Dt: 05/09/1995
9	Serial #: <u>76683990</u> Mark: A TRADITION OF PERFORMANCE	Filing Dt: 11/13/2007	Reg #: <u>3574379</u>	Reg. Dt: 02/17/2009