

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DJO, LLC		03/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
ENCORE MEDICAL ASSET CORPORATION		03/20/2012	CORPORATION: NEVADA
RICKO INTERNATIONAL, LLC		03/20/2012	LIMITED LIABILITY COMPANY: WISCONSIN
ELASTIC THERAPY, LLC		03/20/2012	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON, AS SECOND LIEN AGENT
Street Address:	101 BARCLAY STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	BANK: UNITED STATES

PROPERTY NUMBERS Total: 150

Property Type	Number	Word Mark
Serial Number:	85234790	DJO GLOBAL
Serial Number:	85234762	DJO GLOBAL
Serial Number:	77817943	MUSCLE INTELLIGENCE
Serial Number:	85234796	TOGETHER IN MOTION
Serial Number:	85234791	TOGETHER IN MOTION
Serial Number:	85202890	TURON
Serial Number:	85442669	VENAPURE
Serial Number:	77636384	DRC

OP \$3765.00 85234790

Registration Number:	1464456	AIRCAST
Registration Number:	1551788	AIRCAST
Registration Number:	1158974	AIR-STIRRUP
Registration Number:	1851920	AUTOCHILL
Registration Number:	1790265	BELL-HORN
Registration Number:	2379700	BELL-HORN
Registration Number:	3052272	CRYO/CUFF
Registration Number:	1825788	DEFIANCE
Registration Number:	2475076	DJ ORTHO
Registration Number:	3769424	DJO
Registration Number:	3769425	DJO
Registration Number:	1416508	DONJOY
Registration Number:	2301852	DONJOY
Registration Number:	3888033	FAST FREEZE
Registration Number:	2212910	ICEMAN
Registration Number:	2438003	OFFICECARE
Registration Number:	2696584	PRO STYLE
Registration Number:	1639644	PROCARE
Registration Number:	1855133	SPINALOGIC
Registration Number:	1902144	VENAFLOW
Registration Number:	2742394	3DMATRIX
Registration Number:	3445132	ACTIVIZE PATCH
Registration Number:	3392791	ALLIANCE
Registration Number:	3094053	BRINGING YOUR CARE HOME
Registration Number:	2530590	CLEAR CUT
Registration Number:	3044176	CLP
Registration Number:	3509269	CLP-R
Registration Number:	871377	COLPAC
Registration Number:	3308294	COMFORT ZONE
Registration Number:	1453097	COMFORTEASE
Registration Number:	3069171	COMPANION 80
Registration Number:	2933093	COMPEX
Registration Number:	1738987	DUPEL
Registration Number:	2881069	DURA-STIM
Registration Number:	3252108	E ENCORE

	1292025	EMPI
Registration Number:	3252107	ENCORE
Registration Number:	1806706	ENCORE
Registration Number:	1806707	ENCORE ORTHOPEDICS
Registration Number:	2750145	EPIK
Registration Number:	3134751	EPIK
Registration Number:	1292027	EPIX
Registration Number:	3423709	EXPERIA
Registration Number:	3333938	FMP
Registration Number:	1819447	FOUNDATION
Registration Number:	3035072	GELMEDEX
Registration Number:	1965975	HOMETRAC
Registration Number:	3415193	HYBRESIS
Registration Number:	675045	HYDROCOLLATOR
Registration Number:	574604	HYDROCOLLATOR
Registration Number:	3083694	IF 3 WAVE
Registration Number:	3086355	INFINITY
Registration Number:	3149515	INFINITY PLUS
Registration Number:	1727336	INNOVA
Registration Number:	3067888	INTELECT
Registration Number:	1302476	INTELECT
Registration Number:	3289552	INTELECT ADVANCED
Registration Number:	3289553	INTELECT LEGEND XT
Registration Number:	3291057	INTELECT MOBILE
Registration Number:	3271317	INTELECT TRANSPORT
Registration Number:	2393452	IOGEL
Registration Number:	2511545	IOMED
Registration Number:	1852311	IOMED
Registration Number:	2053127	IONTOCAINE
Registration Number:	3117587	KERAMOS
Registration Number:	2196711	LINEAR
Registration Number:	3308949	M.I.K.A.
Registration Number:	3331577	M.I.K.A. MINIMALLY INVASIVE KNEE ARTHROPLASTY
Registration Number:	3270094	MAX 2
Registration Number:	3270095	MAX 2 ELITE

	3107414	MEH4
Registration Number:	3098705	MEH4
Registration Number:	2254314	MINNOVA
Registration Number:	3423708	MOVEO
Registration Number:	3396074	MOVING REHABILITATION FORWARD
Registration Number:	3396586	MOVING REHABILITATION FORWARD
Registration Number:	1360375	MULTIFLEX
Registration Number:	1300398	NEURO AID
Registration Number:	1325589	NEURO AID HH
Registration Number:	1331886	NEUROEASE
Registration Number:	2096059	NO HURT
Registration Number:	2102278	NUMBY
Registration Number:	2086595	NUMBY STUFF
Registration Number:	3313469	OCUPHOR
Registration Number:	3419432	OPTIFLEX 3
Registration Number:	3165323	OPTIFLEX3
Registration Number:	3423712	OPTIFLEX-K1
Registration Number:	3261059	OPTIMA
Registration Number:	3296594	ORTHO DX
Registration Number:	2217692	PARA-CARE
Registration Number:	2056350	POSTURE S'PORT
Registration Number:	1713380	PRESSSION
Registration Number:	2666521	PROMAX
Registration Number:	3284961	PRON PILLO
Registration Number:	3064134	RAM
Registration Number:	2008623	REHABILICARE
Registration Number:	2923425	REHABILICARE
Registration Number:	2008624	REHABILICARE
Registration Number:	1289934	RESPOND
Registration Number:	1715418	RESPOND SELECT
Registration Number:	2438831	REVELATION
Registration Number:	2750144	REVERSE
Registration Number:	2859530	REVERSE
Registration Number:	2750189	RSP
Registration Number:	1766637	

	2399948	SAUNDERS
Registration Number:	2595158	SAUNDERS 3D ACTIVETRAC
Registration Number:	3307196	SAUNDERS DECOMPRESSION THERAPY
Registration Number:	2496809	SAUNDERS LUMBAR HOMETRAC
Registration Number:	1745143	SAUNDERS S'PORTS
Registration Number:	2521000	SAUNDERS TOTAL BACK
Registration Number:	3367206	SELECT
Registration Number:	3224822	SPECTRABRACE
Registration Number:	1794821	S'PORT ALL
Registration Number:	2107321	SPORTX
Registration Number:	2107320	SPORTX
Registration Number:	1041693	STAODYN
Registration Number:	2107950	STX
Registration Number:	1944691	SULLY
Registration Number:	3019787	THE MOBILE SOLUTION
Registration Number:	1986484	THE SAUNDERS GROUP, INC.
Registration Number:	2751177	THERATHERM
Registration Number:	1675546	TRANS Q
Registration Number:	1361658	TRITON
Registration Number:	3092891	TRITON DTS
Registration Number:	1791469	TRUE/FIX
Registration Number:	2991282	TRUE/FIX
Registration Number:	1668974	TRUE/FLEX
Registration Number:	1835337	TRU-TRAC
Registration Number:	3274511	VECTRA GENISYS
Registration Number:	2087777	VITALITY
Registration Number:	1800283	WE DELIVER SOLUTIONS
Registration Number:	1767341	WELLNESS BY DESIGN
Registration Number:	1839006	WORK S'PORT
Registration Number:	3967174	
Registration Number:	3650731	DR. COMFORT
Registration Number:	3733460	DR. COMFORT
Registration Number:	4017675	DRC
Registration Number:	2853371	DR. COMFORT
Registration Number:	2875200	AES

	2780267	NEW LIFE
Registration Number:	1780820	RX FIT

CORRESPONDENCE DATA

Fax Number: 8668265420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37884
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/19/2012

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ADDITIONAL CONVEYING PARTIES TO THE TRADEMARK SECURITY AGREEMENT

ENCORE MEDICAL ASSET CORPORATION, A NEVADA CORPORATION

RICKO INTERNATIONAL, LLC, A WISCONSIN LIMITED LIABILITY COMPANY

ELASTIC THERAPY, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

dated as of

March 20, 2012

among

DJO FINANCE LLC,

DJO FINANCE CORPORATION,

the other Subsidiaries of DJO FINANCE LLC from time to time party hereto,

as Grantors

and

THE BANK OF NEW YORK MELLON,

as Second Lien Agent

Reference is made to the Intercreditor Agreement dated as of March 20, 2012, among Credit Suisse AG, as First Lien Agent, The Bank of New York Mellon, as Second Lien Agent, and DJO Finance LLC and certain of its affiliates (the "Intercreditor Agreement"). Each Holder, by its acceptance of a Note, (a) consents to the subordination of Liens provided for in the Intercreditor Agreement, (b) agrees that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement and (c) authorizes and instructs the Second Lien Agent on behalf of each Holder to enter into the Intercreditor Agreement as Second Lien Agent on behalf of such Holder. The foregoing provisions are intended as an inducement to the lenders under the Senior Credit Facilities to extend credit to the Issuers and such lenders are intended third party beneficiaries of such provisions and the provisions of the Intercreditor Agreement.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

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Exhibit I Form of Second Lien Intellectual Property Security Agreement
 Supplement

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of March 20, 2012, among DJO FINANCE LLC, a Delaware limited liability company (the "Company"), DJO FINANCE CORPORATION, a Delaware corporation (the "Co-Issuer" and, together with the Company, the "Issuers") and the Additional Grantors (as hereinafter defined) (the Issuers and the Additional Grantors being collectively referred to herein as the "Grantors") and The Bank of New York Mellon, as second lien collateral agent (in such capacity, together with any successor thereto, the "Second Lien Agent").

W I T N E S S E T H:

WHEREAS, on the date hereof, the Issuers have entered into an amendment and extension of the Credit Agreement;

WHEREAS, on the date hereof, the Issuers are issuing \$230,000,000 aggregate principal amount of 8.75% Second Priority Senior Secured Notes due 2018 (the "Notes") pursuant to an Indenture dated as of the date hereof, among the Grantors and The Bank of New York Mellon, as Trustee and Second Lien Agent (the "Second Lien Note Indenture");

WHEREAS, the Notes must be secured on a second priority basis by substantially all of the assets and properties of the Grantors; and

WHEREAS, the Second Lien Secured Parties have authorized and directed the Second Lien Agent to enter into this Second Lien Intellectual Property Security Agreement pursuant to which the Grantors will grant a second priority security interest in the Collateral for the benefit of the Second Lien Secured Parties;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and obligations herein set forth and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Second Lien Note Indenture.

(a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Note Indenture. All terms defined in the New York UCC (as defined herein) and not defined in this Agreement have the meanings specified therein; the term "instrument" shall have the meaning specified in Article 9 of the New York UCC.

(b) The rules of construction specified in Section 1.04 of the Second Lien Note Indenture also apply to this Agreement.

Section 1.02 Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“Additional Grantors” means Encore Medical, L.P., a Delaware limited partnership, Encore Medical Partners, LLC, a Nevada limited liability company, Encore Medical GP, LLC, a Nevada limited liability company, Empi, Inc., a Minnesota corporation, Elastic Therapy, LLC, a North Carolina limited liability company, Encore Medical Asset Corporation, a Nevada corporation, DJO, LLC, a Delaware limited liability company, Rikco International, LLC, a Wisconsin limited liability company and any other Person that becomes a party to this Agreement after the Closing Date.

“After-Acquired Intellectual Property” has the meaning assigned to such term in Section 2.04(d).

“Agreement” means this Second Lien Intellectual Property Security Agreement.

“Claiming Party” has the meaning assigned to such term in Section 4.02.

“Closing Date” means March 20, 2012.

“Collateral” has the meaning assigned to such term in Section 2.01(a).

“Contributing Party” has the meaning assigned to such term in Section 4.02.

“Copyright License” means any written agreement, now or hereafter in effect, granting any right to any third party under any copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

“Copyrights” means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work, whether registered or unregistered, subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

“Credit Agreement” means the Credit Agreement dated as of November 20, 2007, as amended by the Amendment and Restatement Agreement, dated March 20, 2012, among the Company, DJO Holdings LLC, Credit Suisse AG, as Administrative Agent, Collateral Agent, Swing Line Lender and Letter of Credit Issuer, and the other lenders party thereto, as amended from time to time.

“First Lien Agent” has the meaning assigned to such term in the Intercreditor Agreement.

“First Lien Intellectual Property Security Agreement” means the Intellectual Property Security Agreement dated as of November 20, 2007, among the Company, the Co-Issuer and the Subsidiaries from time to time party thereto.

“Grantor” has the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” means all intellectual and similar property of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know how, show how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

“Intellectual Property Collateral” means Collateral consisting of Intellectual Property.

“Intermediate Holding Company” has the meaning assigned to such term in the Credit Agreement as of the date hereof.

“IP Rights” has the meaning assigned to such term in Section 2.02(f).

“License” means any Patent License, Trademark License, Copyright License or other license or sublicense agreement relating to Intellectual Property to which any Grantor is a party, including those listed on Schedule II.

“Material Adverse Effect” has the meaning assigned to such term in the Credit Agreement as in effect on the date hereof.

“New York UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“Patent License” means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

“Patents” means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II, and (b) all reissues, continuations, divisions, continuations-in-part, renewals

or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“Perfection Certificate” has the meaning specified in the Second Lien Security Agreement dated the date hereof among the parties hereto (as amended, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”).

“Proceeds” has the meaning specified in Section 9-102 of the New York UCC.

“Second Lien Documents” has the meaning assigned to such term in the Intercreditor Agreement.

“Second Lien Intellectual Property Security Agreement Supplement” means an instrument in the form of Exhibit I hereto.

“Second Lien Secured Parties” means all holders of Second Lien Obligations, including, but not limited to, the Trustee and the Second Lien Agent.

“Second Lien Security Interest” has the meaning assigned to such term in Section 2.01(a).

“Subsidiary Parties” means (a) the Restricted Subsidiaries identified on Schedule I and (b) each other Subsidiary that becomes a party to this Agreement as a Subsidiary Party after the Closing Date.

“Trademark License” means 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.

“Trademarks” means all of the following now owned or hereafter acquired by any Grantor (a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter 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 United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

ARTICLE II

SECURITY INTERESTS

Section 2.01 Second Lien Security Interest.

(a) As security for the payment or performance, as the case may be, in full of the Second Lien Obligations, including the Guarantees, and subject to the terms of the Intercreditor Agreement, each Grantor hereby assigns and pledges to the Second Lien Agent, its successors and assigns, for the benefit of the Second Lien Secured Parties, and hereby grants to the Second Lien Agent, its successors and assigns, for the benefit of the Second Lien Secured Parties; a security interest (the "Second Lien Security Interest") in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- (i) all Copyrights;
- (ii) all Patents;
- (iii) all Trademarks;
- (iv) all Licenses;
- (v) all other Intellectual Property; and

(vi) all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that with respect to any Trademarks, applications in the United States Patent and Trademark Office to register Trademarks or service marks on the basis of any Grantor's "intent to use" such Trademarks or service marks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

(b) Subject to the terms of the Intercreditor Agreement, each Grantor hereby irrevocably authorizes the Second Lien Agent for the benefit of the Second Lien Secured Parties at any time and from time to time to file in any relevant jurisdiction any initial financing statements with respect to the Collateral or any part thereof and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code or the analogous legislation of each applicable jurisdiction for the filing of any financing statement or amendment, including whether such Grantor is an organization, the type of organization and any organizational identification number

issued to such Grantor. Each Grantor agrees to provide such information to the Second Lien Agent promptly upon request.

Subject to the terms of the Intercreditor Agreement, the Second Lien Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Second Lien Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Second Lien Agent as secured party.

(c) The Second Lien Security Interest is granted as security only and shall not subject the Second Lien Agent or any other Second Lien Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

(d) Notwithstanding anything to the contrary in this Agreement or the Second Lien Note Indenture, the Second Lien Agent shall not be obligated to file statements or documents necessary for perfection and each Grantor is hereby directed to make such filings on the Second Lien Agent's behalf.

Section 2.02 Representations and Warranties. The Issuers jointly and severally represent and warrant, as to themselves and the other Grantors, to the Second Lien Agent and the other Second Lien Secured Parties that:

(a) Each Grantor owns or has exclusive rights to the Collateral listed in Schedule II with respect to which it has purported to grant a Second Lien Security Interest hereunder and has full power and authority to grant to the Second Lien Agent the Second Lien Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained.

(b) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name of each Grantor, is correct and complete in all material respects as of the Closing Date.

(c) The Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations prepared by the Second Lien Agent based upon the information provided to the Second Lien Agent in the Perfection Certificate (delivered pursuant to the Second Lien Security Agreement) for filing in each governmental, municipal or other office specified in Schedule 5 to the Perfection Certificate (or specified by notice from the Company to the Second Lien Agent after the Closing Date in the case of filings, recordings or registrations required by Section 15.01 of the Second Lien Note Indenture), are all the filings, recordings and registrations

(other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Second Lien Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to establish a legal, valid and perfected security interest in favor of the Second Lien Agent (for the benefit of the Second Lien Secured Parties) in respect of all Collateral in which the Second Lien Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements. Each Grantor represents and warrants that a fully executed agreement in the form hereof and containing a description of all Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights have been delivered to the Second Lien Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Second Lien Agent (for the benefit of the Second Lien Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Second Lien Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

(d) Subject to the terms of the Intercreditor Agreement, the Second Lien Security Interest constitutes (i) a legal and valid security interest in all the Collateral securing the payment and performance of the Second Lien Obligations, including the Guarantees, (ii) subject to the filings described in Section 2.02(c), a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code and (iii) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Second Lien Security Interest is and shall be prior to any other Lien on any of the

Collateral, other than (A) Liens created by the First Lien Documents and Second Lien Documents and (B) Liens expressly permitted pursuant to Section 7.01 of the Credit Agreement and Section 4.13 of the Second Lien Note Indenture.

(e) The Collateral listed in Schedule II is owned or exclusively licensed by the Grantors free and clear of any Lien, except for (i) Liens created by the First Lien Documents and Second Lien Documents and (ii) Liens expressly permitted pursuant to Section 4.13 of the Second Lien Note Indenture. None of the Grantors has filed or consented to the filing of (A) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (B) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (C) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for (x) Liens created by the First Lien Documents and Second Lien Documents and (y) Liens expressly permitted pursuant to Section 4.13 of the Second Lien Note Indenture.

(f) Such Grantor owns, licenses or possesses the right to use, all of the trademarks, service marks, trade names, domain names, copyrights, patents, patent rights, licenses, technology, software, know-how database rights, design rights and other intellectual property rights (collectively, “IP Rights”) that are reasonably necessary for the operation of their respective businesses as currently conducted, and, without conflict with the rights of any Person, except to the extent such conflicts, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. To such Grantor’s knowledge, as of the Closing Date, the IP Rights set forth on Schedule II hereto are owned or exclusively licensed by such Grantor, and to such Grantor’s knowledge, the IP Rights are valid and enforceable. No IP Rights, advertising, product process, method, substance, part or other material used by such Grantor in the operation of the business as currently conducted, infringes, misappropriates, dilutes, misuses or otherwise violates any rights held by any Person except for such infringements, misappropriation, dilution, and misuse, individually or in the aggregate, which could not reasonably be expected to have a Material Adverse Effect. No claim, investigation, proceeding or litigation regarding any of the IP Rights, is pending or, to the knowledge of such Grantor, threatened against such Grantor, which either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 2.03 Covenants.

(a) The Issuers agree promptly to notify the Second Lien Agent, in writing, of any change (i) in the legal name of any Grantor, (ii) in the identity or type of

organization or corporate structure of any Grantor or (iii) in the jurisdiction of organization of any Grantor, in each case, within 10 days of such change.

(b) Each Grantor shall, at its own expense, take any and all commercially reasonable actions necessary to defend title to the Collateral against all Persons and to defend the Second Lien Security Interest of the Second Lien Agent in the Collateral and the priority thereof against any Lien not (i) created by the First Lien Documents and Second Lien Documents or (ii) expressly permitted pursuant to Section 4.13 of the Second Lien Note Indenture

(c) Subject to the terms of the Intercreditor Agreement, the Issuers agree, on their own behalf and on behalf of each other Grantor, at their own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Second Lien Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Second Lien Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Second Lien Security Interest and the filing of any financing statements or other documents in connection herewith or therewith.

Subject to the terms of the Intercreditor Agreement, and without limiting the generality of the foregoing, each Grantor hereby authorizes the Second Lien Agent, with prompt notice thereof to the Grantors to supplement this Agreement by supplementing Schedule II or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; provided that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Second Lien Agent of the specific identification of such Collateral, to advise the Second Lien Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Second Lien Agent of the specific identification of such Collateral.

(d) Subject to the terms of the Intercreditor Agreement, at its option, the Second Lien Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 4.13 of the Second Lien Note Indenture, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Second Lien Note Indenture or this Agreement and within a reasonable period of time after the Second Lien Agent has requested that it do so, and each Grantor jointly and severally agrees to reimburse the Second Lien Agent within 10 days after demand for any payment made or any reasonable expense incurred by the Second Lien Agent pursuant to the foregoing authorization. Nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Second Lien Agent or any Second Lien Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes,

assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Second Lien Documents.

(e) Each Grantor (rather than the Second Lien Agent or any Second Lien Secured Party) shall remain liable (as between itself and any relevant counterparty) to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Second Lien Agent and the other Second Lien Secured Parties from and against any and all liability for such performance.

Section 2.04 As to Intellectual Property Collateral.

(a) Subject to the terms of the Intercreditor Agreement, and except to the extent failure to act could not reasonably be expected to have a Material Adverse Effect, with respect to registration or pending application of each item of its Intellectual Property Collateral for which such Grantor has standing to do so, each Grantor agrees to take, at its expense, all steps, including, without limitation, in the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other governmental authority located in the United States, to (i) maintain the validity and enforceability of any registered Intellectual Property Collateral (or applications therefor) and maintain such Intellectual Property Collateral in full force and effect, and (ii) pursue the registration and maintenance of each Patent, Trademark, or Copyright registration or application, now or hereafter included in such Intellectual Property Collateral of such Grantor, including, without limitation, the payment of required fees and taxes, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the U.S. Copyright Office or other governmental authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 or the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

(b) Except as could not reasonably be expected to have a Material Adverse Effect, no Grantor shall do or permit any act or knowingly omit to do any act whereby any of its Intellectual Property Collateral may lapse, be terminated, or become invalid or unenforceable or placed in the public domain (or in case of a trade secret, lose its competitive value).

(c) Except where failure to do so could not reasonably be expected to have a Material Adverse Effect, each Grantor shall take all steps to preserve and protect each item of its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of the Trademarks abide by the applicable license's terms with respect-to the standards of quality.

(d) Subject to the terms of the Intercreditor Agreement, each Grantor agrees that, should it obtain an ownership or other interest in any Intellectual Property Collateral after the Closing Date (“After-Acquired Intellectual Property”) (i) the provisions of this Agreement shall automatically apply thereto, and (ii) any such After-Acquired Intellectual Property and, in the case of Trademarks, the goodwill symbolized thereby, shall automatically become part of the Intellectual Property Collateral subject to the terms and conditions of this Agreement with respect thereto.

(e) Once every fiscal quarter of each Issuer, with respect to issued or registered Patents (or published applications therefor) or Trademarks (or applications therefor), and once every month, with respect to registered Copyrights, each Grantor shall sign and deliver to the Second Lien Agent an appropriate Second Lien Intellectual Property Security Agreement with respect to all applicable Intellectual Property owned or exclusively licensed by it as of the last day of such period, to the extent that such Intellectual Property is not covered by any previous Second Lien Intellectual Property Security Agreement so signed and delivered by it. In each case, it will promptly cooperate as reasonably necessary to enable the Second Lien Agent to make any necessary or reasonably desirable recordings with the U.S. Copyright Office or the U. S. Patent and Trademark Office, as appropriate.

(f) Nothing in this Agreement prevents any Grantor from discontinuing the use or maintenance of any or its Intellectual Property Collateral to the extent permitted by the Second Lien Note Indenture if such Grantor determines in its reasonable business judgment that such discontinuance is desirable in the conduct of its business.

ARTICLE III

REMEDIES

Section 3.01 Remedies Upon Default. Subject to the terms of the Intercreditor Agreement, upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Second Lien Agent on demand, and it is agreed that the Second Lien Agent shall have the right, at the same or different times, with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Second Lien Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Second Lien Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Second Lien Agent shall determine (other than in violation of any then existing licensing arrangements to the extent that waivers cannot be obtained), and, generally, to exercise any and all rights afforded to a secured party with respect to the Second Lien Obligations under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Second Lien Agent shall have the right, subject to the mandatory requirements of applicable law and the notice requirements described below, to sell or otherwise dispose of all or any part of the Collateral securing the Second Lien Obligations at a public or private sale, for cash, upon credit or for future

delivery as the Second Lien Agent shall deem appropriate. Each such purchaser at any sale of Collateral shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Second Lien Agent shall give the applicable Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Second Lien Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Second Lien Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Second Lien Agent may (in its sole and absolute discretion) determine. The Second Lien Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Second Lien Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Second Lien Agent until the sale price is paid by the purchaser or purchasers thereof, but the Second Lien Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Second Lien Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Second Lien Secured Party from any Grantor as a credit against the purchase price, and such Second Lien Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof, the Second Lien Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Second Lien Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Second Lien Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Second Lien Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court appointed receiver. Any sale pursuant to the provisions of this Section 3.01 shall be deemed to

conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

Section 3.02 Application of Proceeds.

(a) Subject to the terms of the Intercreditor Agreement, the Second Lien Agent shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, in accordance with the provisions below:

(i) First, to amounts owing to the Second Lien Agent in its capacity as such in accordance with the terms of the Second Lien Documents;

(ii) Second, ratably to amounts owing to any representatives for Permitted Additional Pari Passu Obligations in their capacity as such in accordance with the terms of such Permitted Additional Pari Passu Obligations and to amounts owing to the Trustee in its capacity as such in accordance with the terms of the Second Lien Note Indenture;

(iii) Third, ratably, to amounts owing to the holders of Second Lien Obligations in accordance with the terms of the Second Lien Documents, the Second Lien Note Indenture and documents governing Permitted Additional Pari Passu Obligations; and

(iv) Last, to the relevant Grantor, as applicable, their successors or assigns or as a court of competent jurisdiction may otherwise direct.

The Second Lien Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Second Lien Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money therefor by the Second Lien Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Second Lien Agent or such officer or be answerable in any way for the misapplication thereof.

(b) In making the determinations and allocations required by this Section 3.02, the Second Lien Agent may conclusively rely upon information supplied by the Trustee as to the amounts of unpaid principal and interest and other amounts outstanding with respect to the Second Lien Obligations; and the Second Lien Agent shall have no liability to any of the Second Lien Secured Parties for actions taken in reliance on such information; provided that nothing in this sentence shall prevent any Grantor from contesting any amounts claimed by any Second Lien Secured Party in any information so supplied. All distributions made by the Second Lien Agent pursuant to this Section 3.02 shall be (subject to any decree of any court of competent jurisdiction) final (absent manifest error), and the Second Lien Agent shall have no duty to inquire as to the application by the Trustee of any amounts distributed to it.

(c) If, despite the provisions of this Agreement, any Second Lien Secured Party shall receive any payment or other recovery in excess of its portion of payments on account of the Second Lien Obligations to which it is then entitled in accordance with this Agreement, such Second Lien Secured Party shall hold such payment or other recovery in trust for the benefit of all Second Lien Secured Parties hereunder for distribution in accordance with this Section 3.02.

Section 3.03 Grant of License to Use Intellectual Property. For the purpose of enabling the Second Lien Agent to exercise rights and remedies under this Agreement at such time as the Second Lien Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor shall, upon request by the Second Lien Agent at any time after and during the continuance of an Event of Default, grant to the Second Lien Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Intellectual Property Collateral now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Second Lien Agent may be exercised, at the option of the Second Lien Agent, during the continuation of an Event of Default; provided that any license, sublicense or other transaction entered into by the Second Lien Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE IV

INDEMNITY, SUBROGATION AND SUBORDINATION

Section 4.01 Indemnity. In addition to all such rights of indemnity and subrogation as the Grantors may have under applicable law (but subject to Section 4.03), and subject to the terms of the Intercreditor Agreement, each Issuer agrees that, in the event any assets of any Grantor shall be sold pursuant to this Agreement or any other Second Lien Document to satisfy in whole or in part a Second Lien Obligation owed to any Second Lien Secured Party, the Issuers shall jointly and severally indemnify such Grantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

Section 4.02 Contribution and Subrogation. Each Grantor (a "Contributing Party") agrees (subject to Section 4.03) that, in the event assets of any other Grantor shall be sold pursuant to any Second Lien Document to satisfy any Second Lien Obligation owed to any Second Lien Secured Party and such other Grantor (the "Claiming Party") shall not have been fully indemnified by the Issuers as provided in Section 4.01, subject to the terms of the Intercreditor Agreement, the Contributing Party shall indemnify the Claiming Party in an amount equal to the greater of the book value or the fair market value of such assets, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Party on the date hereof and the denominator shall be the aggregate net worth of all the Contributing Parties on the date hereof (or, in the case of any Grantor becoming a party hereto pursuant to Section 5.13,

the date of the Second Lien Intellectual Property Security Agreement Supplement hereto executed and delivered by such Grantor). Any Contributing Party making any payment to a Claiming Party pursuant to this Section 4.02 shall be subrogated to the rights of such Claiming Party to the extent of such payment.

Section 4.03 Subordination.

(a) Notwithstanding any provision of this Agreement to the contrary, all rights of the Grantors under Sections 4.01 and 4.02 and all other rights of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the indefeasible payment in full in cash of the Second Lien Obligations and the First Lien Obligations. No failure on the part of the Issuers or any Grantor to make the payments required by Sections 4.01 and 4.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Grantor with respect to its obligations hereunder, and each Grantor shall remain liable for the full amount of the obligations of such Grantor hereunder.

(b) Subject to the terms of the Intercreditor Agreement, each Grantor hereby agrees that upon the occurrence and during the continuance of an Event of Default and after notice from the Second Lien Agent all Indebtedness owed by it to the Issuers or any Subsidiary shall be fully subordinated to the indefeasible payment in full in cash of the Second Lien Obligations.

ARTICLE V

MISCELLANEOUS

Section 5.01 Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 14.02 of the Second Lien Note Indenture. All communications and notices hereunder to any Grantor shall be given to it in care of the Issuers as provided in Section 14.02 of the Second Lien Note Indenture.

Section 5.02 Waivers; Amendment.

(a) No failure or delay by the Trustee, the Second Lien Agent or any Holder in exercising any right or power hereunder or under any other Second Lien Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Trustee, the Second Lien Agent and the Holders hereunder and under the other Second Lien Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Second Lien Secured Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 5.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the

generality of the foregoing, the issuance of Notes shall not be construed as a waiver of any Default, regardless of whether the Trustee, the Second Lien Agent or any Holder may have had notice or knowledge of such Default at the time. No notice or demand on any Grantor or Second Lien Secured Party in any case shall entitle any Grantor or Second Lien Secured Party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Second Lien Agent and the party hereto with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Second Lien Note Indenture.

Section 5.03 Second Lien Agent's Fees and Expenses; Indemnification.

(a) The parties hereto agree that the Second Lien Agent shall be entitled to reimbursement of its expenses incurred hereunder as provided in Section 7.07 of the Second Lien Note Indenture.

(b) Without limitation of its indemnification obligations under the other Second Lien Documents, and subject to the terms of the Intercreditor Agreement, the Issuers agree to jointly and severally indemnify the Second Lien Agent, the Trustee and their respective Affiliates, directors, officers, employees, counsel, agents, trustees, investment advisors and attorneys-in-fact (collectively, the "Indemnitees") against, and hold any Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnitee, incurred by, or asserted against any Indemnitee arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating to any of the foregoing agreement or instrument contemplated hereby, or to the Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities and related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee, as the case may be, or of any Affiliate, director, officer, employee, counsel, agent, trustee, investment advisor or attorney-in-fact of such Indemnitee, as the case may be.

(c) Any such amounts payable as provided hereunder shall be additional Second Lien Obligations secured hereby and by the other Second Lien Documents. The provisions of this Section 5.03 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Second Lien Document, the consummation of the transactions contemplated hereby, the repayment of any of the Second Lien Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Second Lien Document, or any investigation made by or on behalf of the Second Lien Agent or any other Second Lien Secured Party. All amounts due under this Section 5.03 shall be payable within 10 days of written demand therefor.

Section 5.04 Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Second Lien Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

Section 5.05 Survival of Agreement. All covenants, agreements, representations and warranties made by the Grantors in the Second Lien Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Second Lien Document shall be considered to have been relied upon by the Holders and shall survive the execution and delivery of the Second Lien Documents and the issuance of any Notes, regardless of any investigation made by any Holder or on its behalf and notwithstanding that the Trustee, the Second Lien Agent or any Holder may have had notice or knowledge of any Default or incorrect representation or warranty at the time of the issuance of the Notes, and shall continue in full force and effect as long as the principal of or any accrued interest on any Second Lien Obligations or any fee or any other amount payable under any Second Lien Document is outstanding and unpaid.

Section 5.06 Counterparts; Effectiveness; Several Agreements. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (i.e., a “PDF” or “TIF”) shall be as effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any party hereto when a counterpart hereof executed on behalf of such party shall have been delivered to the Second Lien Agent and a counterpart hereof shall have been executed on behalf of the Second Lien Agent, and thereafter shall be binding upon such party and the Second Lien Agent and their respective permitted successors and assigns, and shall inure to the benefit of such party, the Second Lien Agent and the other Second Lien Secured Parties and their respective successors and assigns, except that no party hereto shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Second Lien Note Indenture. This Agreement shall be construed as a separate agreement with respect to each party hereto and may be amended, modified, supplemented, waived or released with respect to any party hereto without the approval of any other party hereto and without affecting the obligations of any other party hereunder.

Section 5.07 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the

economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 5.08 Right of Set-Off. In addition to any rights and remedies provided by law, upon the occurrence and during the continuance of any Event of Default, the Trustee is authorized at any time and from time to time, without prior notice to the Issuers, any other party hereto or any other Second Lien Secured Party, any such notice being waived by the Issuers (on their own behalf and on behalf of each Grantor and its Subsidiaries) to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other Indebtedness at any time owing by, such Grantor, to the extent such deposits are in accounts with, or such Indebtedness is owed to, the Trustee, to or for the credit or the account of the respective parties and their Subsidiaries against any and all Second Lien Obligations owed to the Trustee or any Holder or their respective Affiliates hereunder or under any other Second Lien Document, now or hereafter existing, irrespective of whether or not the Trustee, such Holder or Affiliate shall have made demand under this Agreement or any other Second Lien Document and although such Second Lien Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness. The Trustee agrees promptly to notify the Issuers after any such set off and application made by the Trustee, as the case may be; provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of the Trustee under this Section 5.08 are in addition to other rights and remedies (including other rights of setoff) that the Trustee may have.

Section 5.09 Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Second Lien Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Second Lien Document shall affect any right that the Trustee, the Second Lien Agent or any Holder may otherwise have to bring any action or proceeding relating to this Agreement or any other Second Lien Document against any Grantor or its properties in the courts of any jurisdiction.

(c) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Second Lien Document in any court referred to in paragraph (b) of this Section 5.09. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 5.01. Nothing in this Agreement or any other Second Lien Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 5.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER SECOND LIEN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.10.

Section 5.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

Section 5.12 Security Interest Absolute. Subject to the terms of the Intercreditor Agreement, all rights of the Second Lien Agent and each Holder hereunder, the Second Lien Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Second Lien Note Indenture, any other Second Lien Document, any agreement with respect to any of the Second Lien Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Second Lien Obligations, or any other amendment or waiver of or any consent to any departure from the Second Lien Note Indenture, any other Second Lien Document or any other agreement or instrument, (c) any exchange, release or nonperfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Second Lien Obligations or (d) any other circumstance that might otherwise

constitute a defense available to, or a discharge of, any Grantor in respect of the Second Lien Obligations or this Agreement.

Section 5.13 Termination or Release.

(a) This Agreement and the Second Lien Security Interest granted hereby shall terminate, in whole or in part, with respect to all of the Second Lien Obligations as such termination is provided for in accordance with Section 15.02 of the Second Lien Note Indenture.

(b) A Grantor shall automatically be released from its obligations hereunder and the Second Lien Security Interest in the Collateral of such Grantor shall be automatically released as such release is provided for in accordance with Section 11.06 of the Second Lien Note Indenture.

(c) In connection with any termination or release pursuant to paragraph (a), (b) or (c) of this Section 5.13, the Second Lien Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 5.13 shall be without recourse to or warranty by the Second Lien Agent.

Section 5.14 Additional Restricted Subsidiaries and Intermediate Holding Companies. Pursuant to Section 6.11 of the Credit Agreement, any Intermediate Holding Company and certain Restricted Subsidiaries of the Loan Parties (as defined in the Credit Agreement) that were not in existence or not Restricted Subsidiaries on the date of the Credit Agreement were required to enter into the First Lien Intellectual Property Security Agreement as Grantors (as defined therein) and, in the case of such Restricted Subsidiaries, Subsidiary Parties, upon becoming Restricted Subsidiaries or an Intermediate Holding Company. Upon execution and delivery by the First Lien Agent and a Restricted Subsidiary or Intermediate Holding Company, as the case may be, of a First Lien Intellectual Property Security Agreement Supplement (as defined in the First Lien Intellectual Property Security Agreement), such Restricted Subsidiary or Intermediate Holding Company will become a Grantor under the First Lien Intellectual Property Security Agreement and, in the case of such Restricted Subsidiary, a Subsidiary Party, with the same force and effect as if originally named as a Grantor or a Subsidiary Party, as applicable, therein. In the event of the execution and delivery by the First Lien Agent and a Restricted Subsidiary or Intermediate Holding Company, as the case may be, of any First Lien Intellectual Property Security Agreement Supplement, such Restricted Subsidiary or Intermediate Holding Company, as the case may be, and the Second Lien Agent shall execute and deliver the Second Lien Intellectual Property Security Agreement Supplement and such Intermediate Holding Company or Restricted Subsidiary, as the case may be, shall become a Grantor hereunder. The execution and delivery of the Second Lien Intellectual Property Security Agreement Supplement shall not require the consent of any other party hereto. The rights and obligations of each party hereto shall remain in full force and effect notwithstanding the addition of any new party to this Agreement.

Section 5.15 Second Lien Agent Appointed Attorney-in-Fact. Each Grantor irrevocably makes, constitutes and hereby appoints the Second Lien Agent (and all officers, employees or agents designated by the Second Lien Agent) as such Grantor's true and lawful agent (and attorney-in-fact) of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Second Lien Agent may deem necessary or advisable to accomplish the purposes hereof at any time after and during the continuance of an Event of Default, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Second Lien Agent shall have the right, upon the occurrence and during the continuance of an Event of Default and notice by the Second Lien Agent to the Issuers of its intent to exercise such rights, with full power of substitution either in the Second Lien Agent's name or in the name of such Grantor, (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (d) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; and (e) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Second Lien Agent were the absolute owner of the Collateral for all purposes; provided that nothing herein contained shall be construed as requiring or obligating the Second Lien Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Second Lien Agent and the other Second Lien Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct or that of any of their Affiliates, directors, officers, employees, counsel, agents or attorneys-in-fact.

Section 5.16 General Authority of the Second Lien Agent. By acceptance of the benefits of this Agreement and any other Second Lien Documents, each Second Lien Secured Party (whether or not a signatory hereto) shall be deemed irrevocably (a) to consent to the appointment of the Second Lien Agent as its agent hereunder and under such other Second Lien Documents, (b) to confirm that the Second Lien Agent shall have the authority to act as the exclusive agent of such Second Lien Secured Party for the enforcement of any provisions of this Agreement and such other Second Lien Documents against any Grantor, the exercise of remedies hereunder or thereunder and the giving or withholding of any consent or approval hereunder or thereunder relating to any Collateral or any Grantor's obligations with respect thereto, (c) to agree that it shall not take any action to enforce any provisions of this Agreement or any other Second Lien Document against any Grantor, to exercise any remedy hereunder

or thereunder or to give any consents or approvals hereunder or thereunder except as expressly provided in this Agreement or any other Second Lien Document and (d) to agree to be bound by the terms of this Agreement and any other Second Lien Documents.

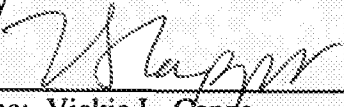
Section 5.17 Obligations of Grantors. To the extent that the obligations of any Grantor hereunder shall conflict, or shall be inconsistent, with the obligations of such Grantor under the First Lien Documents, the provision of the First Lien Documents shall control. So long as the First Lien Agent is acting as bailee and agent for perfection on behalf of the Second Lien Agent pursuant to the terms of the Intercreditor Agreement, any obligation of any Grantor in this Agreement that requires (or any representation or warranty hereunder to the extent that it would have the effect of requiring) delivery of Collateral to, or the possession or control of Collateral with, the Second Lien Agent shall be deemed complied with and satisfied (or, in the case of any representation or warranty hereunder, shall be deemed to be true) if such delivery of Collateral is made to, or such possession or control of Collateral is with, the First Lien Agent.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


DJO FINANCE LLC,
as the Company

By:


Name: Vickie L. Capps
Title: Executive Vice President and Chief
Financial Officer


DJO FINANCE CORPORATION,
as Co-Issuer

By:


Name: Vickie L. Capps
Title: Executive Vice President and Chief
Financial Officer

ENCORE MEDICAL PARTNERS, LLC
ENCORE MEDICAL GP, LLC
EMPI, INC.
ENCORE MEDICAL ASSET CORPORATION
DJO, LLC
ELASTIC THERAPY, LLC
RIKCO INTERNATIONAL, LLC,
as Additional Grantors


By:


Name: Vickie L. Capps
Title: Executive Vice President and Chief
Financial Officer

[DJO Intellectual Property Security Agreement]

ENCORE MEDICAL, L.P.,
as Additional Grantor

By: ENCORE MEDICAL GP, LLC, its general partner

By: 
Name: Vickie L. Capps
Title: Executive Vice President and Chief
Financial Officer

[DJO Intellectual Property Security Agreement]

TRADEMARK
REEL: 004760 FRAME: 0668

THE BANK OF NEW YORK MELLON,
as Second Lien Agent,

By:


Name: MARY MISELIS
Title: VICE PRESIDENT

By:


Name: MARY MISELIS
Title: VICE PRESIDENT

[DJO Intellectual Property Security Agreement]

TRADEMARK
REEL: 004760 FRAME: 0669

**Schedule I
Subsidiary Parties**

DJO, LLC
Encore Medical, L.P.
Encore Medical GP, LLC
Encore Medical Partners, LLC
Encore Medical Asset Corporation
Empi, Inc.
Elastic Therapy, LLC
Rikco International, LLC

**Schedule II
Intellectual Property**

[[3336646]]

**TRADEMARK
REEL: 004760 FRAME: 0671**

Schedule 11(A)(i)

Patents and Published Pending Patent Applications

(A) United States Patents and Published Pending Patent Applications

Grantor	Status	Serial Number	Patent Number	Issue Date	Matter Filing
DJO, LLC	Issued	11/529,743	7867183	11-Jan-11	28-Sep-06
DJO, LLC	Issued	10/357,990	7156818	2-Jan-07	4-Feb-03
DJO, LLC	Pending	11/338,164			23-Jan-06
DJO, LLC	Issued	07/975,608	5407420	18-Apr-95	12-Nov-92
DJO, LLC	Issued	78,685	5409451	25-Apr-95	16-Jun-93
DJO, LLC	Issued	08/089,017	5409449	25-Apr-95	9-Jul-93
DJO, LLC	Issued	08/219,988	5413142	9-May-95	30-Mar-94
DJO, LLC	Issued	08/104,184	5415625	16-May-95	10-Aug-93
DJO, LLC	Issued	08/180,706	5441533	15-Aug-95	13-Jan-94
DJO, LLC	Issued	08/276,935	5443444	22-Aug-95	19-Jul-94
DJO, LLC	Issued	08/087,997	5454383	3-Oct-95	2-Jul-93
DJO, LLC	Issued	08/136,464	5458558	17-Oct-95	13-Oct-93
DJO, LLC	Issued	08/148,311	5458130	17-Oct-95	8-Nov-93
DJO, LLC	Issued	08/191,410	5458565	17-Oct-95	3-Feb-94
DJO, LLC	Issued	08/077,349	5487759	30-Jan-96	14-Jun-93
DJO, LLC	Issued	08/251,858	5520622	28-May-96	31-May-94
DJO, LLC	Issued	08/246,972	5527268	18-Jun-96	19-May-94

Grantor	Status	Serial Number	Patent Number	Issue Date	Matter Filing
DJO, LLC	Issued	08/399,085	5542911	6-Aug-96	8-Mar-95
DJO, LLC	Issued	08/329,015	5547459	20-Aug-96	25-Oct-94
DJO, LLC	Issued	29/022,845	D372983	20-Aug-96	13-May-94
DJO, LLC	Issued	08/421,040	5588955	31-Dec-96	12-Apr-95
DJO, LLC	Issued	08/250,271	5620411	15-Apr-97	27-May-94
DJO, LLC	Issued	29/044,563	D379855	10-Jun-97	26-Sep-95
DJO, LLC	Issued	08/366,676	5645671	8-Jul-97	30-Dec-94
DJO, LLC	Issued	08/521,842	5674188	7-Oct-97	13-Aug-95
DJO, LLC	Issued	08/537,347	5697962	16-Dec-97	29-Sep-95
DJO, LLC	Issued	08/634,046	5733321	31-Mar-98	17-Apr-96
DJO, LLC	Issued	08/633,571	5741220	21-Apr-98	17-Apr-96
DJO, LLC	Issued	08/691,619	5752924	19-May-98	2-Aug-96
DJO, LLC	Issued	08/640,489	5766140	16-Jun-98	1-May-96
DJO, LLC	Issued	08/711,336	5785656	28-Jul-98	6-Sep-96
DJO, LLC	Issued	08/717,648	5792040	11-Aug-98	23-Sep-96
DJO, LLC	Issued	08/873,620	5792084	11-Aug-98	12-Jun-97
DJO, LLC	Issued	08/726,249	5833639	10-Nov-98	4-Oct-96
DJO, LLC	Issued	08/590,141	5843145	1-Dec-98	23-Jan-96
DJO, LLC	Issued	08/900,215	5853381	29-Dec-98	24-Jul-97
DJO, LLC	Issued	08/450,641	5865841	2-Feb-99	25-May-95

Grantor	Status	Serial Number	Patent Number	Issue Date	Matter Filing
DJO, LLC	Issued	90/011,020	5865841	2-Feb-99	30-Jun-10
DJO, LLC	Issued	08/663,913	5873848	23-Feb-99	14-Jun-96
DJO, LLC	Issued	08/897,999	5879301	9-Mar-99	25-Jul-97
DJO, LLC	Issued	08/955,648	5921946	13-Jul-99	22-Oct-97
DJO, LLC	Issued	08/860,307	5980561	9-Nov-99	31-Dec-97
DJO, LLC	Issued	90/011,076	5980561	9-Nov-99	30-Jun-10
DJO, LLC	Issued	09/040,207	5993405	30-Nov-99	17-Mar-98
DJO, LLC	Issued	09/040,839	6027468	22-Feb-00	18-Mar-98
DJO, LLC	Issued	08/770,651	6110137	29-Aug-00	19-Dec-96
DJO, LLC	Issued	09/589,894	6238360	29-May-01	7-Jun-00
DJO, LLC	Issued	29/124,975	D451603	4-Dec-01	15-Jun-00
DJO, LLC	Issued	09/649,936	6331169	18-Dec-01	29-Aug-00
DJO, LLC	Issued	09/825,787	6336909	8-Jan-02	4-Apr-01
DJO, LLC	Issued	09/659,852	6352550	5-Mar-02	12-Sep-00
DJO, LLC	Issued	09/608,940	6383156	7-May-02	30-Jun-00
DJO, LLC	Issued	09/490,479	6406450	18-Jun-02	24-Jan-00
DJO, LLC	Issued	09/945,120	6425166	30-Jul-02	31-Aug-01
DJO, LLC	Issued	09/594,426	6436058	20-Aug-02	15-Jun-00
DJO, LLC	Issued	09/592,229	6463934	15-Oct-02	12-Jun-00
DJO, LLC	Issued	09/510,397	6527733	4-Mar-03	22-Feb-00

Grantor	Status	Serial Number	Patent Number	Issue Date	Matter Filing
DJO, LLC	Issued	09/876,345	6551317	22-Apr-03	7-Jun-01
DJO, LLC	Issued	09/945,115	6623439	23-Sep-03	31-Aug-01
DJO, LLC	Issued	29/134,095	D481460	28-Oct-03	12-Dec-00
DJO, LLC	Issued	10/074,520	6752775	22-Jun-04	11-Feb-02
DJO, LLC	Issued	10/074,960	6755798	29-Jun-04	13-Feb-02
DJO, LLC	Issued	29/188,980	D495420	31-Aug-04	27-Aug-03
DJO, LLC	Issued	10/020,319	6821261	23-Nov-04	11-Dec-01
DJO, LLC	Issued	29/189,259	D500140	21-Dec-04	29-Aug-03
DJO, LLC	Issued	29/198,571	D500855	11-Jan-05	30-Jan-04
DJO, LLC	Issued	10/669,136	6878126	12-Apr-05	23-Sep-03
DJO, LLC	Issued	09/945,377	6890314	10-May-05	31-Aug-01
DJO, LLC	Issued	29/189,220	D505727	31-May-05	29-Aug-03
DJO, LLC	Issued	29/189,148	D510626	11-Oct-05	29-Aug-03
DJO, LLC	Issued	29/197,939	D515218	14-Feb-06	22-Jan-04
DJO, LLC	Issued	10/389,449	7001384	21-Feb-06	14-Mar-03
DJO, LLC	Issued	29/196,058	D519211	18-Apr-06	18-Dec-03
DJO, LLC	Issued	10/357,523	7083586	1-Aug-06	3-Feb-03
DJO, LLC	Issued	29/191,679	D527108	22-Aug-06	10-Oct-03
DJO, LLC	Issued	10/141,494	7097627	29-Aug-06	7-May-02
DJO, LLC	Issued	10/949,818	7128723	31-Oct-06	24-Sep-04

Grantor	Status	Serial Number	Patent Number	Issue Date	Matter Filing
DJO, LLC	Issued	29/189,169	D532523	21-Nov-06	29-Aug-03
DJO, LLC	Issued	29/241,601	D536796	13-Feb-07	27-Oct-05
DJO, LLC	Issued	10/355,486	7192407	20-Mar-07	30-Jan-03
DJO, LLC	Issued	29/258,461	D542121	8-May-07	20-Apr-06
DJO, LLC	Issued	29/234,200	D544604	12-Jun-07	14-Jul-05
DJO, LLC	Issued	10/242,372	7235058	26-Jun-07	11-Sep-02
DJO, LLC	Issued	11/094,724	7261700	28-Aug-07	30-Mar-05
DJO, LLC	Issued	29/239,850	D552743	9-Oct-07	4-Oct-05
DJO, LLC	Issued	29/239,906	D552744	9-Oct-07	4-Oct-05
DJO, LLC	Issued	10/753,088	7285103	23-Oct-07	7-Jan-04
DJO, LLC	Issued	10/379,517	7306572	11-Dec-07	4-Mar-03
DJO, LLC	Issued	11/098,158	7311687	25-Dec-07	4-Apr-05
DJO, LLC	Issued	11/510,408	7384406	10-Jun-08	25-Aug-06
DJO, LLC	Issued	11/188,943	7465269	16-Dec-08	25-Jul-05
DJO, LLC	Issued	29/256,873	D583478	23-Dec-08	27-Mar-06
DJO, LLC	Issued	11/602,552	7517329	14-Apr-09	21-Nov-06
DJO, LLC	Issued	11/675,014	7534217	19-May-09	14-Feb-07
DJO, LLC	Issued	11/540,925	7544174	9-Jun-09	29-Sep-06
DJO, LLC	Issued	10/663,381	7563236	21-Jul-09	15-Sep-03
DJO, LLC	Issued	11/140,166	7591798	22-Sep-09	27-May-05

Grantor	Status	Serial Number	Patent Number	Issue Date	Matter Filing
DJO, LLC	Issued	11/030,444	7615025	10-Nov-09	6-Jan-05
DJO, LLC	Issued	11/328,805	7637923	29-Dec-09	9-Jan-06
DJO, LLC	Issued	10/880,026	7648472	19-Jan-10	28-Jun-04
DJO, LLC	Issued	10/726,343	7658720	9-Feb-10	2-Dec-03
DJO, LLC	Issued	11/768,868	7722555	25-May-10	26-Jun-07
DJO, LLC	Issued	11/282,330	7749179	6-Jul-10	18-Nov-05
DJO, LLC	Issued	11/495,488	7749181	6-Jul-10	28-Jul-06
DJO, LLC	Issued	11/156,943	7811242	12-Oct-10	20-Jun-05
DJO, LLC	Issued	12/421,997	7846115	7-Dec-10	10-Apr-09
DJO, LLC	Issued	12/135,802	7918809	5-Apr-11	9-Jun-08
DJO, LLC	Issued	11/051,791	7942840	17-May-11	3-Feb-05
DJO, LLC	Issued	11/376,652	7959591	14-Jun-11	15-Mar-06
DJO, LLC	Issued	10/985,366	7967765	28-Jun-11	10-Nov-04
DJO, LLC	Issued	11/030,276	8043243	25-Oct-11	6-Jan-05
DJO, LLC	Issued	12/001,794	8062242	22-Nov-11	11-Dec-07
DJO, LLC	Pending	11/243,754			4-Oct-05
DJO, LLC	Pending	11/254,544			19-Oct-05
DJO, LLC	Pending	11/261,725			27-Oct-05
DJO, LLC	Pending	11/274,492			15-Nov-05
DJO, LLC	Pending	12/270,708			13-Nov-08

Grantor	Status	Serial Number	Patent Number	Issue Date	Matter Filing
DJO, LLC	Pending	12/378,121			10-Feb-09
DJO, LLC	Pending	12/537,418			7-Aug-09
DJO, LLC	Pending	12/783,434			19-May-10
DJO, LLC	Allowed	12/828,763			1-Jul-10
DJO, LLC	Allowed	12/856,382			13-Aug-10
DJO, LLC	Pending	12/865,988			31-Mar-11
DJO, LLC	Pending	12/879,818			10-Sep-10
DJO, LLC	Pending	13/169,863			27-Jun-11
DJO, LLC	Pending	61/538,015			22-Sep-11
DJO, LLC	Issued	11/493,152	7744551	29-Jun-10	25-Jul-06
Empi Inc.	Issued	29/328,333	D642281	26-Jul-11	21-Nov-08
Empi Inc.	Issued	29/328,334	D645822	27-Sep-11	21-Nov-08
Empi Inc.	Issued	29/328,335	D645826	27-Sep-11	21-Nov-08
Empi Inc.	Pending	12/276,068			21-Nov-08
Empi Inc.	Pending	12/319,539			7-Jan-09
Empi Inc.	Pending	12/876,461			7-Sep-10
Empi Inc.	Pending	13/096,403			28-Apr-11
Empi Inc.	Pending	61/508,874			18-Jul-11
Encore Medical Asset Corporation	Issued	07/852,295	5399150	21-Mar-95	16-Mar-92
Encore Medical Asset Corporation	Issued	08/201,719	5403271	4-Apr-95	25-Feb-94

Grantor	Status	Serial Number	Patent Number	Issue Date	Matter Filing
Encore Medical Asset Corporation	Issued	08/016,269	5426387	20-Jun-95	11-Feb-93
Encore Medical Asset Corporation	Issued	08/108,974	5,496,318	5-Mar-96	8/18/1993
Encore Medical Asset Corporation	Issued	08/181,078	5499967	19-Mar-96	13-Jan-94
Encore Medical Asset Corporation	Issued	08/393,531	5536246	16-Jul-96	23-Feb-95
Encore Medical Asset Corporation	Issued	08/353,674	5540735	30-Jul-96	12-Dec-94
Encore Medical Asset Corporation	Issued	08/333,844	558632	24-Sep-96	3-Nov-94
Encore Medical Asset Corporation	Issued	08/494,095	5578060	26-Nov-96	23-Jun-95
Encore Medical Asset Corporation	Issued	08/599,129	5645527	8-Jul-97	9-Feb-96
Encore Medical Asset Corporation	Issued	08/527,811	5653739	5-Aug-97	13-Sep-95
Encore Medical Asset Corporation	Issued	08/711,816	5730716	24-Mar-98	10-Sep-96
Encore Medical Asset Corporation	Issued	29/055,685	D392741	24-Mar-98	11-Jun-96
Encore Medical Asset Corporation	Issued	08/597,667	5759165	2-Jun-98	7-Feb-96
Encore Medical Asset Corporation	Issued	08/723,518	5800458	1-Sep-98	30-Sep-96
Encore Medical Asset Corporation	Issued	08/679,073	5941843	24-Aug-99	12-Jul-96
Encore Medical Asset Corporation	Issued	09/021,795	5961542	5-Oct-99	11-Feb-98
Encore Medical Asset Corporation	Issued	29/089,044	D415254	12-Oct-99	5-Jun-98
Encore Medical Asset Corporation	Issued	08/990,080	6041259	21-Mar-00	12-Dec-97
Encore Medical Asset Corporation	Issued	08/989,304	6044303	28-Mar-00	12-Dec-97
Encore Medical Asset Corporation	Issued	09/092,451	6059548	9-May-00	5-Jun-98
Encore Medical Asset Corporation	Issued	08/907,743	6064911	16-May-00	8-Aug-97

Grantor	Status	Serial Number	Patent Number	Issue Date	Matter Filing
Encore Medical Asset Corporation	Issued	09/171,234	6167302	26-Dec-00	15-Oct-98
Encore Medical Asset Corporation	Issued	09/369,921	6171273	9-Jan-01	6-Aug-99
Encore Medical Asset Corporation	Issued	29/106,620	D437014	30-Jan-01	21-Jun-99
Encore Medical Asset Corporation	Issued	09/437,174	6217532	17-Apr-01	9-Nov-99
Encore Medical Asset Corporation	Issued	08/762,051	6223075	24-Apr-01	9-Dec-96
Encore Medical Asset Corporation	Issued	09/436,639	6221032	24-Apr-01	9-Nov-99
Encore Medical Asset Corporation	Issued	09/437,172	6221033	24-Apr-01	9-Nov-99
Encore Medical Asset Corporation	Issued	09/437,173	6267735	31-Jul-01	9-Nov-99
Encore Medical Asset Corporation	Issued	09/524,386	6,296,666	2-Oct-01	3/13/2000
Encore Medical Asset Corporation	Issued	09/351,782	6327496	4-Dec-01	12-Jul-99
Encore Medical Asset Corporation	Issued	09/397,418	6421885	23-Jul-02	17-Sep-99
Encore Medical Asset Corporation	Issued	09/505,876	6,464,728	15-Oct-02	10/15/2002
Encore Medical Asset Corporation	Issued	09/756,100	6468240	22-Oct-02	8-Jan-01
Encore Medical Asset Corporation	Issued	09/587,006	6477411	5-Nov-02	5-Jun-00
Encore Medical Asset Corporation	Issued	09/781,538	6488428	3-Dec-02	8-Feb-01
Encore Medical Asset Corporation	Issued	08/817,444	6506174	14-Jan-03	22-Oct-97
Encore Medical Asset Corporation	Issued	09/769,657	6546284	8-Apr-03	25-Jan-01
Encore Medical Asset Corporation	Issued	10/134,299	6,679,916	20-Jan-04	4/29/2002
Encore Medical Asset Corporation	Issued	09/458,239	6687536	3-Feb-04	9-Dec-99
Encore Medical Asset Corporation	Issued	09/766,767	6731977	4-May-04	22-Jan-01

Grantor	Status	Serial Number	Patent Number	Issue Date	Matter Filing
Encore Medical Asset Corporation	Issued	09/831,318	6731987	4-May-04	25-Apr-02
Encore Medical Asset Corporation	Issued	10/038,210	6,790,234	14-Sep-04	1/4/2002
Encore Medical Asset Corporation	Issued	29/192,464	D497462	19-Oct-04	27-Oct-03
Encore Medical Asset Corporation	Issued	10/113,955	6823202	23-Nov-04	1-Apr-02
Encore Medical Asset Corporation	Issued	29/192,468	D503481	29-Mar-05	27-Oct-03
Encore Medical Asset Corporation	Issued	29/192,462	D503807	5-Apr-05	27-Oct-03
Encore Medical Asset Corporation	Issued	29/211,377	D504726	3-May-05	16-Aug-04
Encore Medical Asset Corporation	Issued	29/211,375	D504953	10-May-05	16-Aug-04
Encore Medical Asset Corporation	Issued	10/320,589	6899690	31-May-05	16-Dec-02
Encore Medical Asset Corporation	Issued	29/211,376	D505726	31-May-05	16-Aug-04
Encore Medical Asset Corporation	Issued	29/192,467	D506260	14-Jun-05	27-Oct-03
Encore Medical Asset Corporation	Issued	29/211,436	D508998	30-Aug-05	16-Aug-04
Encore Medical Asset Corporation	Issued	09/960,833	6953446	11-Oct-05	21-Sep-01
Encore Medical Asset Corporation	Issued	29/192,466	D511008	25-Oct-05	27-Oct-03
Encore Medical Asset Corporation	Issued	10/715,008	6971997	6-Dec-05	17-Nov-03
Encore Medical Asset Corporation	Issued	29/192,465	D513615	17-Jan-06	27-Oct-03
Encore Medical Asset Corporation	Issued	10/751,688	7108671	19-Sep-06	5-Jan-04
Encore Medical Asset Corporation	Issued	10/054,713	7137965	21-Nov-06	22-Jan-02
Encore Medical Asset Corporation	Issued	29/192,463	D536450	6-Feb-07	27-Oct-03
Encore Medical Asset Corporation	Issued	10/054,631	7189214	13-Mar-07	22-Jan-02

Grantor	Status	Serial Number	Patent Number	Issue Date	Matter Filing
Encore Medical Asset Corporation	Issued	10/273,392	7254444	8-Aug-07	17-Oct-02
Encore Medical Asset Corporation	Issued	10/244,149	7,323,013	29-Jan-08	9/13/2002
Encore Medical Asset Corporation	Issued		7,323,013	29-Jan-08	
Encore Medical Asset Corporation	Issued	11/210,613	7381214	3-Jun-08	24-Aug-05
Encore Medical Asset Corporation	Issued	11/422,231	7566314	28-Jul-09	5-Jun-06
Encore Medical Asset Corporation	Issued	10/695,117	7597656	6-Oct-09	28-Oct-03
Encore Medical Asset Corporation	Issued	11/153,225	7613518	3-Nov-09	15-Jun-05
Encore Medical Asset Corporation	Issued	11/429,747	7860575	28-Dec-10	8-May-06
Encore Medical Asset Corporation	Issued	29/312,758	D636493	19-Apr-11	12-Nov-08
Encore Medical Asset Corporation	Issued	11/733,692	7996077	9-Aug-11	10-Apr-07
Encore Medical Asset Corporation	Issued	11/879,221	8019426	13-Sep-11	16-Jul-07
Encore Medical Asset Corporation	Issued	10/587,429	8024033	20-Sep-11	23-Apr-07
Encore Medical Asset Corporation	Issued	12/319,320	8083705	27-Dec-11	5-Jan-09
Encore Medical Asset Corporation	Issued	13/204,022	8131374	6-Mar-12	5-Aug-11
Encore Medical Asset Corporation	Pending	10/907,429			31-Mar-05
Encore Medical Asset Corporation	Pending	11/134,644			23-May-05
Encore Medical Asset Corporation	Allowed	11/212,079			25-Aug-05
Encore Medical Asset Corporation	Pending	11/284,196			21-Nov-05
Encore Medical Asset Corporation	Pending	11/586,809			25-Oct-06
Encore Medical Asset Corporation	Pending	11/589,037			26-Oct-07

Grantor	Status	Serial Number	Patent Number	Issue Date	Matter Filing
Encore Medical Asset Corporation	Pending	11/706,455			13-Feb-07
Encore Medical Asset Corporation	Pending	11/792,635			20-Aug-08
Encore Medical Asset Corporation	Pending	11/918,761			5-Nov-09
Encore Medical Asset Corporation	Pending	12/009,598			18-Jan-08
Encore Medical Asset Corporation	Pending	12/009,599			16-Jun-98
Encore Medical Asset Corporation	Pending	12/291,606			12-Nov-08
Encore Medical Asset Corporation	Pending	12/321,691			23-Jan-09
Encore Medical Asset Corporation	Pending	13/204,077			5-Aug-11
Encore Medical Asset Corporation	Pending	13/204,113			5-Aug-11
Encore Medical Asset Corporation	Pending	13/309,483			1-Dec-11
Encore Medical Asset Corporation	Pending	13/311,432			5-Dec-11
Encore Medical Asset Corporation	Pending	11/586,818			25-Oct-06
Encore Medical Asset Corporation	Pending	11/733,700			10-Apr-07
Encore Medical Asset Corporation	Pending	13/311,447			5-Dec-11
Rikco International, LLC	Issued	29/353446	D625501	12-Oct-10	8-Jan-10
Rikco International, LLC	Issued	29/353455	D625093	12-Oct-10	8-Jan-10

(B) Foreign Patents and Patent Applications

Grantor	Country	Serial Number	Status	Patent Number	Issue Date	Matter Filing Date
DJO, LLC	Canada	2,514,308	Pending			12-Jan-04
DJO, LLC	Canada	2,550,025	Pending			5-Jan-05
DJO, LLC	Australia	2002335696	Issued	2002335696	2-Apr-09	30-Aug-02
DJO, LLC	Australia	2005204633	Issued	2005204633	2-Jun-11	5-Jan-05
DJO, LLC	Australia	53294/90	Issued	645971	20-May-94	17-Apr-90
DJO, LLC	Australia	198942572	Issued	633275	21-May-93	15-Mar-89
DJO, LLC	Australia	42503/89	Issued	633274	21-May-93	3-Oct-89
DJO, LLC	Australia	49435/90	Issued	639902	6-Dec-93	15-Mar-89
DJO, LLC	Austria	92908006.7	Issued	186198	3-Nov-99	5-Mar-92
DJO, LLC	Belgium	92908006.7	Issued	577697	3-Nov-99	5-Mar-92
DJO, LLC	Canada	2,579,659	Pending			3-Feb-05
DJO, LLC	Canada	2,397,552	Issued	2397552	10-Jan-06	22-Nov-00
DJO, LLC	Canada	2,411,513	Issued	2411513	22-May-07	7-Jun-01
DJO, LLC	Denmark	92908006.7	Issued	577697	3-Nov-99	5-Mar-92
DJO, LLC	European Patent Office	980722.3	Issued	1251807	2-Feb-05	22-Nov-00
DJO, LLC	European Patent Office	97947438.4	Issued	942694	17-Mar-04	10-Nov-97
DJO, LLC	European Patent Office	1946169.8	Issued	1294301	17-Aug-11	7-Jun-01
DJO, LLC	European Patent Office	5754445.4	Pending			27-May-05
DJO, LLC	European Patent	5712964.5	Pending			3-Feb-05

Grantor	Country	Serial Number	Status	Patent Number	Issue Date	Matter Filing Date
	Office					
DJO, LLC	European Patent Office	4706973.7	Issued	1599157	12-Mar-08	30-Jan-04
DJO, LLC	European Patent Office	92908006.7	Issued	577697	3-Nov-99	5-Mar-92
DJO, LLC	European Union	595384	Issued	00595384-0001	27-Sep-06	27-Sep-06
DJO, LLC	European Union	595384	Issued	00595384-0002	27-Sep-06	27-Sep-06
DJO, LLC	European Union	518717	Issued	518717	27-Apr-06	27-Apr-06
DJO, LLC	European Union	595384	Issued	00595384-0003	27-Sep-06	27-Sep-06
DJO, LLC	France	980722.3	Issued	1251807	2-Feb-05	22-Nov-00
DJO, LLC	France	1946169.8	Issued	1294301	17-Aug-11	7-Jun-01
DJO, LLC	France	92908006.7	Issued	577697	3-Nov-99	5-Mar-92
DJO, LLC	Germany	980722.3	Issued	1251807	2-Feb-05	22-Nov-00
DJO, LLC	Germany	1946169.8	Issued	1294301	17-Aug-11	7-Jun-01
DJO, LLC	Germany	4706973.7	Issued	6.02004E+11	12-Mar-08	30-Jan-04
DJO, LLC	Germany	92908006.7	Issued	69230253	3-Nov-99	5-Mar-92
DJO, LLC	Greece	92908006.7	Issued	577697	3-Nov-99	5-Mar-92
DJO, LLC	Italy	92908006.7	Issued	577697	3-Nov-99	5-Mar-92
DJO, LLC	Japan	7-504141	Issued	3553944	14-May-04	6-Jul-94
DJO, LLC	Luxembourg	92908006.7	Issued	577697	3-Nov-99	5-Mar-92
DJO, LLC	Monaco	92908006.7	Issued	577697	3-Nov-99	5-Mar-92
DJO, LLC	Netherlands	92908006.7	Issued	577697	3-Nov-99	5-Mar-92
DJO, LLC	Spain	92908006.7	Issued	577697	3-Nov-99	5-Mar-92

Grantor	Country	Serial Number	Status	Patent Number	Issue Date	Matter Filing Date
DJO, LLC	Sweden	92908006.7	Issued	577697	3-Nov-99	5-Mar-92
DJO, LLC	Switzerland	92908006.7	Issued	577697	3-Nov-99	5-Mar-92
DJO, LLC	United Kingdom	980722.3	Issued	1251807	2-Feb-05	22-Nov-00
DJO, LLC	United Kingdom	94921478.7	Issued	707468	28-May-03	6-Jul-94
DJO, LLC	United Kingdom	1946169.8	Issued	1294301	17-Aug-11	7-Jun-01
DJO, LLC	United Kingdom	4706973.7	Issued	1599157	12-Mar-08	30-Jan-04
DJO, LLC	United Kingdom	92908006.7	Issued	577697	3-Nov-99	5-Mar-92
DJO, LLC	Australia	29121/01	Issued	780687	28-Jul-05	21-Dec-00
DJO, LLC	Australia	2005203062	Issued	2005203062	12-Jun-08	21-Dec-00
DJO, LLC	Australia	39168/97	Issued	728631	26-Apr-01	20-Aug-97
DJO, LLC	Australia	20142/95	Issued	693533	12-Nov-98	18-May-95
DJO, LLC	Australia	11454/95	Issued	677483	14-Aug-97	31-Jan-95
DJO, LLC	Australia	68994/000094	Issued	691183	5-Nov-98	9-Aug-94
DJO, LLC	Australia	1485/94	Issued	123586	24-May-95	12-May-94
DJO, LLC	Australia	1484/94	Issued	122176	14-Dec-94	12-May-94
DJO, LLC	Australia	2003209124	Issued	2003209124	20-Aug-09	10-Feb-03
DJO, LLC	Australia	2004210115	Issued	2004210115	26-Nov-09	12-Jan-04
DJO, LLC	Australia	2289/2004	Issued	158149	22-Jul-05	11-Jun-04
DJO, LLC	Australia	31319/89	Issued	625756	10-Nov-92	15-Mar-89
DJO, LLC	Australia	26247/92	Issued	646597	10-Jun-94	15-Mar-89
DJO, LLC	Australia	14752/2006	Issued	311766	6-Dec-06	18-Oct-06
DJO, LLC	Canada	2,386,905	Issued	2386905	7-Oct-08	21-Dec-00
DJO, LLC	Canada	2,214,269	Issued	2214269	3-Oct-06	1-Mar-96
DJO, LLC	Canada	2,149,689	Issued	2149689	3-Jan-06	18-May-95

Grantor	Country	Serial Number	Status	Patent Number	Issue Date	Matter Filing Date
DJO, LLC	Canada	2,209,374	Issued	2209374	22-Jan-08	14-Feb-96
DJO, LLC	Canada	2,141,633	Issued	2141633	28-Jun-05	1-Feb-95
DJO, LLC	Canada	2,130,208	Issued	2130208	28-Jun-05	8-Aug-94
DJO, LLC	Canada	2,457,149	Issued	2457149	21-Jun-11	30-Aug-02
DJO, LLC	Canada	2,474,362	Issued	2474362	6-Sep-11	10-Feb-03
DJO, LLC	Canada	107,279	Issued	107279	11-Jan-06	10-Jun-04
DJO, LLC	Canada	2,550,027	Pending			5-Jan-05
DJO, LLC	Canada	2,571,863	Pending			21-Jun-05
DJO, LLC	Canada	2,582,678	Pending			4-Oct-05
DJO, LLC	Canada	2,619,163	Pending			11-Jul-06
DJO, LLC	Canada	592,484	Issued	1322027	7-Sep-93	1-Mar-89
DJO, LLC	Canada	117,941	Issued	117941	22-Feb-08	19-Oct-06
DJO, LLC	Canada	2,729,180	Pending			10-Feb-09
DJO, LLC	Canada	2,627,669	Pending			25-Oct-06
DJO, LLC	European Patent Office	2704975.8	Issued	1367967	26-Aug-09	13-Mar-02
DJO, LLC	European Patent Office	993494.4	Issued	1229874	4-Jul-07	21-Dec-00
DJO, LLC	European Patent Office	6077334.8	Pending			21-Dec-00
DJO, LLC	European Patent Office	10182772.3	Pending			21-Dec-00
DJO, LLC	European Patent Office	94300613	Issued	611069	5-Nov-97	27-Jan-94
DJO, LLC	European Patent Office	97936516	Issued	928175	29-Jun-05	20-Aug-97

Grantor	Country	Serial Number	Status	Patent Number	Issue Date	Matter Filing Date
DJO, LLC	European Patent Office	96906416.1	Issued	809478	29-May-02	14-Feb-96
DJO, LLC	European Patent Office	95300540.2	Issued	670152	10-Oct-01	27-Jan-95
DJO, LLC	European Patent Office	305531.6	Issued	1086671	11-May-05	30-Jun-00
DJO, LLC	European Patent Office	2770459.2	Issued	1427364	10-Dec-08	30-Aug-02
DJO, LLC	European Patent Office	3707855.7	Issued	1474082	12-Dec-06	10-Feb-03
DJO, LLC	European Patent Office	4701550.8	Issued	1596779	30-Jul-08	12-Jan-04
DJO, LLC	European Patent Office	5705701	Pending			3-Jan-05
DJO, LLC	European Patent Office	5711258.3	Issued	1703873	15-Sep-10	5-Jan-05
DJO, LLC	European Patent Office	10176718.4	Pending			5-Jan-05
DJO, LLC	European Patent Office	5711259.1	Issued	1703874	20-Aug-08	5-Jan-05
DJO, LLC	European Patent Office	91309538.6	Issued	481761	29-May-96	16-Oct-91
DJO, LLC	European Patent Office	94900592	Issued	723421	19-Feb-03	8-Nov-93

Grantor	Country	Serial Number	Status	Patent Number	Issue Date	Matter Filing Date
DJO, LLC	European Patent Office	5704955.3	Pending			3-Jan-05
DJO, LLC	European Patent Office	5760653.5	Issued	1768620	17-Aug-11	21-Jun-05
DJO, LLC	European Patent Office	11157606.2	Pending			21-Jun-05
DJO, LLC	European Patent Office	10172099.3	Pending			4-Oct-05
DJO, LLC	European Patent Office	6786906.5	Pending			11-Jul-06
DJO, LLC	European Patent Office	6825255	Pending			29-Sep-06
DJO, LLC	European Patent Office	89302874.6	Issued	338681	6-Apr-97	22-Mar-89
DJO, LLC	European Patent Office	90304380	Issued	407006	7-Feb-97	24-Apr-90
DJO, LLC	European Patent Office	9788701.2	Pending			10-Feb-09
DJO, LLC	European Patent Office	8009539.1	Issued	2060244	7-Dec-11	25-Oct-06
DJO, LLC	European Patent Office	6788513.7	Pending			25-Jul-06
DJO, LLC	European Union	000193248-0001	Issued	000193248-0001	23-Jun-04	23-Jun-04

Grantor	Country	Serial Number	Status	Patent Number	Issue Date	Matter Filing Date
DJO, LLC	European Union	506944	Issued	506944	27-Jun-06	4-Apr-06
DJO, LLC	European Union	507868	Issued	000507868-0001-0002	27-Jun-06	4-Apr-06
DJO, LLC	European Union	607635	Issued	000607635-0001	20-Oct-06	20-Oct-06
DJO, LLC	France	2704975.8	Issued	1367967	26-Aug-09	13-Mar-02
DJO, LLC	France	9934944	Issued	1229874	4-Jul-07	21-Dec-00
DJO, LLC	France	2770459.2	Issued	1427364	10-Dec-08	30-Aug-02
DJO, LLC	France	3707855.7	Issued	1474082	12-Dec-06	10-Feb-03
DJO, LLC	France	4701550.8	Issued	1596779	30-Jul-08	12-Jan-04
DJO, LLC	France	57112591	Issued	1703874	20-Aug-08	5-Jan-05
DJO, LLC	France	91309538.6	Issued	481761	29-May-96	16-Oct-91
DJO, LLC	France	94900592	Issued	723421	19-Feb-03	8-Nov-93
DJO, LLC	Germany	2704975.8	Issued	60233474.8-08	26-Aug-09	13-Mar-02
DJO, LLC	Germany	9934944	Issued	1229874	4-Jul-07	21-Dec-00
DJO, LLC	Germany	97936516	Issued	928175	29-Jun-05	20-Aug-97
DJO, LLC	Germany	96906416.1	Issued	69621426.1-08	29-May-02	14-Feb-96
DJO, LLC	Germany	95300540.2	Issued	69523080.8-08	10-Oct-01	27-Jan-95
DJO, LLC	Germany	305531.6	Issued	60020042.6	11-May-05	30-Jun-00
DJO, LLC	Germany	2770459.2	Issued	1427364	10-Dec-08	30-Aug-02
DJO, LLC	Germany	3707855.7	Issued	60310199.2	12-Dec-06	10-Feb-03
DJO, LLC	Germany	4701550.8	Issued	6.02004E+11	30-Jul-08	12-Jan-04
DJO, LLC	Germany	5711258.3	Issued	6.02005E+11	15-Sep-10	5-Jan-05
DJO, LLC	Germany	5711259.1	Issued	60 2005 009 135.1	20-Aug-08	5-Jan-05

Grantor	Country	Serial Number	Status	Patent Number	Issue Date	Matter Filing Date
DJO, LLC	Germany	91309538.6	Issued	481761	29-May-96	16-Oct-91
DJO, LLC	Germany	94900592	Issued	693 32 700.6-08	19-Feb-03	8-Nov-93
DJO, LLC	Germany	5760653.5	Issued	6.02005E+11	17-Aug-11	21-Jun-05
DJO, LLC	Germany	8009539.1	Issued	2060244	7-Dec-11	25-Oct-06
DJO, LLC	Ireland	S950163	Issued	S66404	27-Dec-95	1-Mar-95
DJO, LLC	Ireland	95300540.2	Issued	670152	10-Oct-01	27-Jan-95
DJO, LLC	Italy	9934944	Issued	31426 BE/2007	4-Jul-07	21-Dec-00
DJO, LLC	Italy	97936516	Issued	928175	29-Jun-05	20-Aug-97
DJO, LLC	Italy	96906416.1	Issued	809478	29-May-02	14-Feb-96
DJO, LLC	Italy	95300540.2	Issued	670152	10-Oct-01	27-Jan-95
DJO, LLC	Italy	2770459.2	Issued	1427364	10-Dec-08	30-Aug-02
DJO, LLC	Italy	3707855.7	Issued	1474082	12-Dec-06	10-Feb-03
DJO, LLC	Italy	4701550.8	Issued	1596779	30-Jul-08	12-Jan-04
DJO, LLC	Italy	5711258.3	Issued	1703873	15-Sep-10	5-Jan-05
DJO, LLC	Italy	57112591	Issued	1703874	20-Aug-08	5-Jan-05
DJO, LLC	Italy	94900592	Issued	723421	19-Feb-03	8-Nov-93
DJO, LLC	Italy	5760653.5	Issued	1768620	17-Aug-11	21-Jun-05
DJO, LLC	Italy	8009539.1	Issued	2060244	7-Dec-11	25-Oct-06
DJO, LLC	Japan	1994-187612	Issued	3693368	1-Jul-05	9-Aug-94
DJO, LLC	Japan	2002-506666	Issued	4292535	17-Apr-09	2-Jul-01
DJO, LLC	Japan	2003-567303	Issued	4441266	15-Jan-10	10-Feb-03
DJO, LLC	Japan	2006-503218	Issued	4800196	12-Aug-11	30-Jan-04
DJO, LLC	Japan	2011-23862	Pending			30-Jan-04
DJO, LLC	Japan	2006-536538	Issued	4637849	3-Dec-10	12-Jan-04
DJO, LLC	Japan	7-511723	Issued	3304979	10-May-02	8-Nov-93
DJO, LLC	Japan	2006-549343	Allowed			3-Jan-05

Grantor	Country	Serial Number	Status	Patent Number	Issue Date	Matter Filing Date
DJO, LLC	Japan	2010-174679	Pending			3-Jan-05
DJO, LLC	Japan	2007518176	Issued	4859831	11-Nov-11	21-Jun-05
DJO, LLC	Japan	2006-008654	Issued	1287603	20-Oct-06	3-Apr-06
DJO, LLC	Japan	2006-008656	Issued	1287604	20-Oct-06	3-Apr-06
DJO, LLC	Japan	2011-153159	Pending			4-Oct-05
DJO, LLC	Japan	2006-28590	Issued	1318899	7-Dec-07	20-Oct-06
DJO, LLC	Japan	2008-537918	Pending			25-Oct-06
DJO, LLC	New Zealand	272147	Issued	272147	10-Jun-98	18-May-95
DJO, LLC	New Zealand	270428	Issued	270428	23-Mar-98	1-Feb-95
DJO, LLC	New Zealand	264208	Issued	264208	14-Aug-98	9-Aug-94
DJO, LLC	PCT	PCT/US10/44744	Pending			6-Aug-10
DJO, LLC	PCT	PCT/US11/51050	Pending			9-Sep-11
DJO, LLC	PCT	PCT/US11/47398	Pending			11-Aug-11
DJO, LLC	PCT	PCT/US11/04204 5	Pending			27-Jun-11
DJO, LLC	Spain	9934944	Issued	1229874	4-Jul-07	21-Dec-00
DJO, LLC	Spain	94900592	Issued	723421	19-Feb-03	8-Nov-93
DJO, LLC	Switzerland	91309538.6	Issued	481761	29-May-96	16-Oct-91
DJO, LLC	United Kingdom	9934944	Issued	1229874	4-Jul-07	21-Dec-00
DJO, LLC	United Kingdom	97936516	Issued	928175	29-Jun-05	20-Aug-97
DJO, LLC	United Kingdom	96906416.1	Issued	809478	29-May-02	14-Feb-96

Grantor	Country	Serial Number	Status	Patent Number	Issue Date	Matter Filing Date
DJO, LLC	United Kingdom	95300540.2	Issued	670152	10-Oct-01	27-Jan-95
DJO, LLC	United Kingdom	2770459.2	Issued	1427364	10-Dec-08	30-Aug-02
DJO, LLC	United Kingdom	3707855.7	Issued	1474082	12-Dec-06	10-Feb-03
DJO, LLC	United Kingdom	4701550.8	Issued	1596779	30-Jul-08	12-Jan-04
DJO, LLC	United Kingdom	5711258.3	Issued	1703873	15-Sep-10	5-Jan-05
DJO, LLC	United Kingdom	57112591	Issued	1703874	20-Aug-08	5-Jan-05
DJO, LLC	United Kingdom	91309538.6	Issued	481761	29-May-96	16-Oct-91
DJO, LLC	United Kingdom	94900592	Issued	723421	19-Feb-03	8-Nov-93
DJO, LLC	United Kingdom	5760653.5	Issued	1768620	17-Aug-11	21-Jun-05
DJO, LLC	United Kingdom	8009539.1	Issued	2060244	7-Dec-11	25-Oct-06
Empi Corp.	Australia	2009204511	Pending			7-Jan-09
Empi Corp.	Brazil	PI0907257-8	Pending			7-Jan-09
Empi Corp.	Canada	2,711,432	Pending			7-Jan-09
Empi Corp.	European Patent Office	9700152.3	Pending			7-Jan-09
Empi Corp.	Germany	M9600514.9	Issued	M9600514	23-Apr-96	9-Jan-96
Empi Corp.	Mexico	MX/a/2010/007503	Pending			7-Jan-09
Empi Corp.	PCT	PCT/US11/034380	Pending			28-Apr-11
EMPI Inc.	South Africa	2010/05092	Pending			7-Jan-09

Grantor	Country	Serial Number	Status	Patent Number	Issue Date	Matter Filing Date
EMPI, Inc.	PCT	PCT/IB11/02034	Pending			3-Sep-11
Encore Medical Asset Corporation	Canada	2,194,777	Issued	2194777	21-Nov-00	20-Jun-96
Encore Medical Asset Corporation	European Patent Office	96921716.5	Issued	777510	8-Sep-04	20-Jun-96
Encore Medical Asset Corporation	France	96921716.5	Issued	777510	8-Sep-04	20-Jun-96
Encore Medical Asset Corporation	Germany	96921716.5	Issued	69633325.2	8-Sep-04	20-Jun-96
Encore Medical Asset Corporation	Italy	96921716.5	Issued	777510	8-Sep-04	20-Jun-96
Encore Medical Asset Corporation	Netherlands	96921716.5	Issued	777510	8-Sep-04	20-Jun-96
Encore Medical Asset Corporation	Spain	96921716.5	Issued	777510	8-Sep-04	20-Jun-96
Encore Medical Asset Corporation	United Kingdom	96921716.5	Issued	777510	8-Sep-04	20-Jun-96
Encore Medical Asset Corporation	Australia	2003285047	Issued	2003285047	18-Sep-08	28-Oct-03
Encore Medical Asset Corporation	Canada	2,503,960	Issued	2503960	21-Jul-09	28-Oct-03
Encore Medical Asset Corporation	European Patent Office	4704475.5	Pending			22-Jan-04

Grantor	Country	Serial Number	Status	Patent Number	Issue Date	Matter Filing Date
Encore Medical Asset Corporation	Japan		Issued	2005-518842		22-Jul-05
Encore Medical Asset Corporation	Canada	474,498	Issued	1226777	15-Sep-87	15-Feb-85
Encore Medical Asset Corporation	European Patent Office	6002614.3	Pending			9-Feb-06
Encore Medical Asset Corporation	European Patent Office	2703049.3	Issued	1359976	18-Nov-09	3-Jan-02
Encore Medical Asset Corporation	European Patent Office	2704052.6	Pending			3-Jan-02
Encore Medical Asset Corporation	European Patent Office	11176347	Pending			3-Jan-02
Encore Medical Asset Corporation	European Patent Office	7017514.6	Pending			6-Sep-07
Encore Medical Asset Corporation	European Patent Office	84109840.3	Issued	147524	9-Aug-89	17-Aug-84
Encore Medical Asset Corporation	European Patent Office	85112911.4	Issued	178601	11-Aug-93	11-Oct-85
Encore Medical Asset Corporation	European Patent Office	92114095	Issued	513879	22-Jul-98	11-Oct-85
Encore Medical Asset Corporation	European Patent Office	86116547	Issued	225556	29-Jan-92	28-Nov-85
Encore Medical Asset Corporation	European Patent Office	88108838.9	Issued	293893	24-Feb-99	2-Jun-88

Grantor	Country	Serial Number	Status	Patent Number	Issue Date	Matter Filing Date
Encore Medical Asset Corporation	European Patent Office	97918229.2	Issued	897312	5-Jul-00	15-Apr-97
Encore Medical Asset Corporation	European Patent Office	1107007.5	Issued	1161964	10-May-06	21-Mar-01
Encore Medical Asset Corporation	European Patent Office	92119093	Issued	543241	26-Mar-97	24-Jul-86
Encore Medical Asset Corporation	European Patent Office	94913383.9	Issued	693953	25-Oct-00	7-Apr-94
Encore Medical Asset Corporation	European Patent Office	3007557.6	Issued	1378264	23-Jan-08	1-Apr-03
Encore Medical Asset Corporation	European Patent Office	2766299.8	Pending			18-Sep-02
Encore Medical Asset Corporation	European Patent Office	5724060.8	Pending			28-Feb-05
Encore Medical Asset Corporation	European Patent Office	82101141.8	Issued	58920	18-Jun-86	16-Feb-82
Encore Medical Asset Corporation	European Patent Office	88101856.8	Issued	278473	5-Aug-92	9-Feb-88
Encore Medical Asset Corporation	European Patent Office	86110164	Issued	240593	19-May-93	24-Jul-86
Encore Medical Asset Corporation	France	2703049.3	Issued	1359976	18-Nov-09	3-Jan-02
Encore Medical Asset Corporation	France	97918229.2	Issued	897312	5-Jul-00	15-Apr-97

Grantor	Country	Serial Number	Status	Patent Number	Issue Date	Matter Filing Date
Encore Medical Asset Corporation	France	1107007.5	Issued	1161964	10-May-06	21-Mar-01
Encore Medical Asset Corporation	France	94913383.9	Issued	693953	25-Oct-00	7-Apr-94
Encore Medical Asset Corporation	France	3007557.6	Issued	1378264	23-Jan-08	1-Apr-03
Encore Medical Asset Corporation	France	82101141.8	Issued	58920	18-Jun-86	16-Feb-82
Encore Medical Asset Corporation	Germany	2703049.3	Issued	60234422	18-Nov-09	3-Jan-02
Encore Medical Asset Corporation	Germany	97918229.2	Issued	69702449.0-08	5-Jul-00	15-Apr-97
Encore Medical Asset Corporation	Germany	1107007.5	Issued	60119433T2	10-May-06	21-Mar-01
Encore Medical Asset Corporation	Germany	94913383.9	Issued	693953	25-Oct-00	7-Apr-94
Encore Medical Asset Corporation	Germany	3007557.6	Issued	60318775.7-08	23-Jan-08	1-Apr-03
Encore Medical Asset Corporation	Italy	2703049.3	Issued	1359976	18-Nov-09	3-Jan-02
Encore Medical Asset Corporation	Italy	97918229.2	Issued	897312	5-Jul-00	15-Apr-97
Encore Medical Asset Corporation	Italy	1107007.5	Issued	1161964	10-May-06	21-Mar-01

Grantor	Country	Serial Number	Status	Patent Number	Issue Date	Matter Filing Date
Encore Medical Asset Corporation	Italy	94913383.9	Issued	693953	25-Oct-00	7-Apr-94
Encore Medical Asset Corporation	Italy	3007557.6	Issued	1378264	23-Jan-08	1-Apr-03
Encore Medical Asset Corporation	Italy	82101141.8	Issued	58920	18-Jun-86	16-Feb-82
Encore Medical Asset Corporation	Japan	2006-080910	Issued	4384128	2-Oct-09	23-Mar-06
Encore Medical Asset Corporation	Japan	559120/2002	Issued	3940780	13-Apr-07	3-Jan-02
Encore Medical Asset Corporation	Japan	2002-559117	Issued	4095896	14-Mar-08	3-Jan-02
Encore Medical Asset Corporation	Japan	2005-258081	Issued	4087398	29-Feb-08	3-Jan-02
Encore Medical Asset Corporation	Japan	2007-230413	Pending			5-Sep-07
Encore Medical Asset Corporation	Japan	2007-230431	Pending			5-Sep-07
Encore Medical Asset Corporation	Japan	528491/1997	Issued	3333212	26-Jul-02	12-Nov-96
Encore Medical Asset Corporation	Japan	522495/94	Issued	2901348	19-Mar-99	7-Apr-94
Encore Medical Asset Corporation	United Kingdom	2703049.3	Issued	1359976	18-Nov-09	3-Jan-02

Grantor	Country	Serial Number	Status	Patent Number	Issue Date	Matter Filing Date
Encore Medical Asset Corporation	United Kingdom	97918229.2	Issued	897312	5-Jul-00	15-Apr-97
Encore Medical Asset Corporation	United Kingdom	1107007.5	Issued	1161964	10-May-06	21-Mar-01
Encore Medical Asset Corporation	United Kingdom	94913383.9	Issued	693953	25-Oct-00	7-Apr-94
Encore Medical Asset Corporation	United Kingdom	3007557.6	Issued	1378264	23-Jan-08	1-Apr-03
Encore Medical Asset Corporation	United Kingdom	82101141.8	Issued	58920	18-Jun-86	16-Feb-82

Schedule 11(A)(ii)

Trademarks and Trademark Applications

(A) United States Trademark Registrations and Trademark Applications

Grantor	Mark	Reg./ (App.) No.	Reg./ (App.) Date	Status
DJO, LLC	AIRCAST	1464456	11/10/1987	Registered
DJO, LLC	AIRCAST Stylized	1551788	8/15/1989	Registered
DJO, LLC	AIR-STIRRUP	1158974	6/30/1981	Registered
DJO, LLC	AUTOCHILL	1851920	8/30/1994	Registered
DJO, LLC	BELL-HORN	1790265	31-Aug-93	Registered
DJO, LLC	BELL-HORN	2379700	22-Aug-00	Registered
DJO, LLC	CRYO/CUFF	3052272	1/31/2006	Registered
DJO, LLC	DEFIANCE	1825788	3/8/1994	Registered
DJO, LLC	DJ ORTHO	2475076	8/7/2001	Registered
DJO, LLC	DJO	3769424	3/30/2010	Registered
DJO, LLC	DJO and design	3769425	3/30/2010	Registered
DJO, LLC	DJO GLOBAL	(85/234790)	(2/4/2011)	Pending
DJO, LLC	DJO GLOBAL	(85/234762)	(2/4/2011)	Pending
DJO, LLC	DONJOY	1416508	11/11/1986	Registered
DJO, LLC	DONJOY & Device	2301852	12/21/1999	Registered
DJO, LLC	FAST FREEZE	3888033	7-Dec-10	Registered
DJO, LLC	ICEMAN	2212910	12/22/1998	Registered
DJO, LLC	MUSCLE INTELLIGENCE	(77/817943)	(9/1/2009)	Pending
DJO, LLC	OFFICECARE	2438003	3/27/2001	Registered
DJO, LLC	PRO STYLE	2696584	11-Mar-03	Registered
DJO, LLC	PROCARE	1639644	4/2/1991	Registered
DJO, LLC	SPINALOGIC	1855133	9/20/1994	Registered
DJO, LLC	TOGETHER IN MOTION	(85/234796)	(2/4/2011)	Pending
DJO, LLC	TOGETHER IN MOTION	(85/234791)	(2/4/2011)	Pending
DJO, LLC	TURON	(85/202890)	(12/21/2010)	Pending
DJO, LLC	VENAFLOW	1902144	6/27/1995	Registered

Grantor	Mark	Reg./App. No.	Reg./App. Date	Status
DJO, LLC	VENAPURE	(85/442669)	(October 7, 2011)	Pending
Encore Medical Asset Corporation	3DMATRIX	2742394	29-Jul-03	Registered
Encore Medical Asset Corporation	ACTIVIZE PATCH	3445132	10-Jun-08	Registered
Encore Medical Asset Corporation	ALLIANCE	3392791	4-Mar-08	Registered
Encore Medical Asset Corporation	BRINGING YOUR CARE HOME	3094053	16-May-06	Registered
Encore Medical Asset Corporation	CLEAR CUT	2530590	15-Jan-02	Registered
Encore Medical Asset Corporation	CLP	3044176	17-Jan-06	Registered
Encore Medical Asset Corporation	CLP-R	3509269	30-Sep-08	Registered
Encore Medical Asset Corporation	COLPAC	871377	17-Jun-69	Registered
Encore Medical Asset Corporation	COMFORT ZONE	3308294	9-Oct-07	Registered
Encore Medical Asset Corporation	COMFORTEASE	1453097	18-Aug-87	Registered
Encore Medical Asset Corporation	COMPANION 80	3069171	14-Mar-06	Registered
Encore Medical Asset Corporation	COMPEX & Design	2933093	15-Mar-05	Registered
Encore Medical Asset Corporation	DUPEL	1738987	8-Dec-92	Registered
Encore Medical Asset Corporation	DURA-STIM	2881069	7-Sep-04	Registered
Encore Medical Asset Corporation	E ENCORE (Stylized)	3252108	12-Jun-07	Registered
Encore Medical Asset Corporation	EMPI	1292025	28-Aug-84	Registered
Encore Medical Asset Corporation	ENCORE	3252107	12-Jun-07	Registered
Encore Medical Asset Corporation	ENCORE	1806706	23-Nov-93	Registered
Encore Medical Asset Corporation	ENCORE ORTHOPEDICS & Design	1806707	23-Nov-93	Registered
Encore Medical Asset Corporation	EPIK	2750145	12-Aug-03	Registered
Encore Medical Asset Corporation	EPIK (Stylized)	3134751	29-Aug-06	Registered
Encore Medical Asset Corporation	EPIX	1292027	28-Aug-84	Registered
Encore Medical Asset Corporation	EXPERIA	3423709	6-May-08	Registered
Encore Medical Asset Corporation	FMP	3333938	13-Nov-07	Registered
Encore Medical Asset Corporation	FOUNDATION	1819447	1-Feb-94	Registered

Grantor	Mark	Reg./ (App.) No.	Reg./ (App.) Date	Status
Encore Medical Asset Corporation	GELMEDEX	3035072	27-Dec-05	Registered
Encore Medical Asset Corporation	HOMETRAC	1965975	2-Apr-96	Registered
Encore Medical Asset Corporation	HYBRESIS	3415193	22-Apr-08	Registered
Encore Medical Asset Corporation	HYDROCOLLATOR	675045	3-Mar-59	Registered
Encore Medical Asset Corporation	HYDROCOLLATOR & Design	574604	19-May-53	Registered
Encore Medical Asset Corporation	IF 3 WAVE & DESIGN	3083694	18-Apr-06	Registered
Encore Medical Asset Corporation	INFINITY	3086355	25-Apr-06	Registered
Encore Medical Asset Corporation	INFINITY PLUS	3149515	29-Sep-06	Registered
Encore Medical Asset Corporation	INNOVA	1727336	27-Oct-92	Registered
Encore Medical Asset Corporation	INTELECT	3067888	14-Mar-06	Registered
Encore Medical Asset Corporation	INTELECT (Stylized)	1302476	30-Oct-84	Registered
Encore Medical Asset Corporation	INTELECT ADVANCED	3289552	11-Sep-07	Registered
Encore Medical Asset Corporation	INTELECT LEGEND XT	3289553	11-Sep-07	Registered
Encore Medical Asset Corporation	INTELECT MOBILE	3291057	11-Sep-07	Registered
Encore Medical Asset Corporation	INTELECT TRANSPORT	3271317	31-Jul-07	Registered
Encore Medical Asset Corporation	IOGEL	2393452	10-Oct-00	Registered
Encore Medical Asset Corporation	IOMED	2511545	27-Nov-01	Registered
Encore Medical Asset Corporation	IOMED	1852311	6-Sep-94	Registered
Encore Medical Asset Corporation	IONTOCAINE	2053127	15-Apr-97	Registered
Encore Medical Asset Corporation	KERAMOS & Design	3117587	18-Jul-06	Registered
Encore Medical Asset Corporation	LINEAR	2196711	13-Oct-98	Registered
Encore Medical Asset Corporation	M.I.K.A.	3308949	9-Oct-07	Registered
Encore Medical Asset Corporation	M.I.K.A. MINIMALLY INVASIVE KNEE ARTHROPLASTY (Stylized)	3331577	6-Nov-07	Registered
Encore Medical Asset Corporation	MAX2 (Stylized)	3270094	24-Jul-07	Registered
Encore Medical	MAX2 ELITE	3270095	24-Jul-07	Registered

Grantor	Mark	Reg./App. No.	Reg./App. Date	Status
Asset Corporation	(Stylized)			
Encore Medical Asset Corporation	MEH4	3107414	20-Jun-06	Registered
Encore Medical Asset Corporation	MEH4 (Stylized)	3098705	30-May-06	Registered
Encore Medical Asset Corporation	MINNOVA	2254314	15-Jun-99	Registered
Encore Medical Asset Corporation	MOVEO	3423708	6-May-08	Registered
Encore Medical Asset Corporation	MOVING REHABILITATION FORWARD	3396074	11-Mar-08	Registered
Encore Medical Asset Corporation	MOVING REHABILITATION FORWARD	3396586	11-Mar-08	Registered
Encore Medical Asset Corporation	MULTIFLEX	1360375	17-Sep-85	Registered
Encore Medical Asset Corporation	NEURO AID	1300398	16-Oct-84	Registered
Encore Medical Asset Corporation	NEURO AID HH	1325589	19-Mar-85	Registered
Encore Medical Asset Corporation	NEUROEASE	1331886	23-Apr-85	Registered
Encore Medical Asset Corporation	NO HURT	2096059	9-Sep-97	Registered
Encore Medical Asset Corporation	NUMBY	2102278	30-Sep-97	Registered
Encore Medical Asset Corporation	NUMBY STUFF	2086595	5-Aug-97	Registered
Encore Medical Asset Corporation	OCUPHOR	3313469	16-Oct-07	Registered
Encore Medical Asset Corporation	OPTIFLEX 3	3419432	29-Apr-08	Registered
Encore Medical Asset Corporation	OPTIFLEX3 & Design	3165323	31-Oct-06	Registered
Encore Medical Asset Corporation	OPTIFLEX-K1	3423712	6-May-08	Registered
Encore Medical Asset Corporation	OPTIMA	3261059	10-Jul-07	Registered
Encore Medical Asset Corporation	ORTHO DX	3296594	25-Sep-07	Registered
Encore Medical Asset Corporation	PARA-CARE	2217692	12-Jan-99	Registered
Encore Medical Asset Corporation	POSTURE S'PORT	2056350	22-Apr-97	Registered
Encore Medical Asset Corporation	PRESSSION (Stylized)	1713380	8-Sep-92	Registered
Encore Medical Asset Corporation	PROMAX	2666521	24-Dec-02	Registered
Encore Medical Asset Corporation	PRON PILLO	3284961	28-Aug-07	Registered

Grantor	Mark	Reg./App. No.	Reg./App. Date	Status
Encore Medical Asset Corporation	RAM	3064134	28-Feb-06	Registered
Encore Medical Asset Corporation	REHABILICARE	2008623	15-Oct-96	Registered
Encore Medical Asset Corporation	REHABILICARE & Design	2923425	1-Feb-05	Registered
Encore Medical Asset Corporation	REHABILICARE & Design	2008624	15-Oct-96	Registered
Encore Medical Asset Corporation	RESPOND	1289934	14-Aug-84	Registered
Encore Medical Asset Corporation	RESPOND SELECT	1715418	15-Sep-92	Registered
Encore Medical Asset Corporation	REVELATION	2438831	27-Mar-01	Registered
Encore Medical Asset Corporation	REVERSE	2750144	12-Aug-03	Registered.
Encore Medical Asset Corporation	REVERSE (Stylized)	2859530	6-Jul-04	Registered.
Encore Medical Asset Corporation	RSP	2750189	12-Aug-03	Registered
Encore Medical Asset Corporation	S Design	1766637	20-Apr-93	Registered
Encore Medical Asset Corporation	SAUNDERS	2399948	31-Oct-00	Registered
Encore Medical Asset Corporation	SAUNDERS 3D ACTIVERTRAC	2595158	16-Jul-02	Registered
Encore Medical Asset Corporation	SAUNDERS DECOMPRESSION THERAPY	3307196	9-Oct-07	Registered
Encore Medical Asset Corporation	SAUNDERS LUMBAR HOMETRAC	2496809	9-Oct-01	Registered
Encore Medical Asset Corporation	SAUNDERS S'PORTS	1745143	5-Jan-93	Registered
Encore Medical Asset Corporation	SAUNDERS TOTAL BACK	2521000	18-Dec-01	Registered
Encore Medical Asset Corporation	SELECT	3367206	8-Jan-08	Registered
Encore Medical Asset Corporation	SPECTRABRACE	3224822	3-Apr-07	Registered
Encore Medical Asset Corporation	SPORT ALL	1794821	28-Sep-93	Registered
Encore Medical Asset Corporation	SPORTX	2107321	21-Oct-97	Registered
Encore Medical Asset Corporation	SPORTX (Stylized)	2107320	21-Oct-97	Registered
Encore Medical Asset Corporation	STAODYN	1041693	22-Jun-76	Registered
Encore Medical Asset Corporation	STX	2107950	21-Oct-97	Registered
Encore Medical Asset Corporation	SULLY	1944691	26-Dec-95	Registered

Grantor	Mark	Reg./App. No.	Reg./App. Date	Status
Encore Medical Asset Corporation	THE MOBILE SOLUTION	3019787	29-Nov-05	Registered
Encore Medical Asset Corporation	THE SAUNDERS GROUP, INC.	1986484	16-Jul-96	Registered
Encore Medical Asset Corporation	THERATHERM	2751177	12-Aug-03	Registered
Encore Medical Asset Corporation	TRANS Q	1675546	11-Feb-92	Registered
Encore Medical Asset Corporation	TRITON	1361658	24-Sep-85	Registered
Encore Medical Asset Corporation	TRITON DTS	3092891	16-May-06	Registered
Encore Medical Asset Corporation	TRUE/FIX	1791469	7-Sep-93	Registered
Encore Medical Asset Corporation	TRUE/FIX	2991282	6-Sep-05	Registered
Encore Medical Asset Corporation	TRUE/FLEX	1668974	17-Dec-91	Registered
Encore Medical Asset Corporation	TRU-TRAC	1835337	10-May-94	Registered
Encore Medical Asset Corporation	VECTRA GENISYS	3274511	7-Aug-07	Registered
Encore Medical Asset Corporation	VITALITY	2087777	12-Aug-97	Registered
Encore Medical Asset Corporation	WE DELIVER SOLUTIONS	1800283	19-Oct-93	Registered
Encore Medical Asset Corporation	WELLNESS BY DESIGN	1767341	27-Apr-93	Registered
Encore Medical Asset Corporation	WORK S'PORT	1839006	7-Jun-94	Registered
Rikco International, LLC	DRC	(77/636384)	(December 18, 2008)	Published
Rikco International, LLC	DR. Cartoon Character Design	3967174	24-May-11	Registered
Rikco International, LLC	DR. COMFORT	3650731	7-Jul-09	Registered
Rikco International, LLC	Dr. Comfort & Design	3733460	5-Jan-10	Registered
Rikco International, LLC	DRC	4017675	30-Aug-11	Registered
Rikco International, LLC	DR. COMFORT	2853371	15-Jun-04	Registered
Elastic Therapy, LLC	AES	2875200	17-Aug-04	Registered
Elastic Therapy, LLC	NEW LIFE	2780267	4-Nov-03	Registered
Elastic Therapy, LLC	RX FIT	1780820	6-Jul-93	Registered

(B) Foreign Trademark Registrations and Trademark Applications

Grantor	Country	Mark	Reg./(App.) No.	Reg./(App.) Date	Status
DJO, LLC	Australia	AIR-STIRRUP	444448	2/17/1989	Registered
DJO, LLC	Australia	DONJOY	507343	3/23/1989	Registered
DJO, LLC	Australia	VENAPURE	-1452852	October 10, 2011)	Pending
DJO, LLC	Benelux	AIRCAST	416393	10/20/1986	Registered
DJO, LLC	Benelux	AIR-STIRRUP	417627	11/13/1986	Registered
DJO, LLC	Brazil	AIRCAST	814501214	5/1/1990	Registered
DJO, LLC	Brazil	AIR-STIRRUP	814501222	5/1/1990	Registered
DJO, LLC	Brazil	VENAPURE			Pending
DJO, LLC	Canada	AIRCAST	324942	3/20/1987	Registered
DJO, LLC	Canada	AIR-STIRRUP	339138	4/15/1988	Registered
DJO, LLC	Canada	DEFIANCE	432770	9/2/1994	Registered
DJO, LLC	Canada	DJ ORTHO	TMA571261	11/26/2002	Registered
DJO, LLC	Canada	DJ ORTHOPEDICS	TMA1019502	7/26/2002	Registered
DJO, LLC	Canada	DONJOY	383492	4/26/1991	Registered
DJO, LLC	Canada	NEVER STOP GETTING BETTER	TMA577967	3/24/2003	Registered
DJO, LLC	Canada	PROCARE	498061	7/29/1998	Registered
DJO, LLC	Canada	VENAPURE	-1550560	(November 3, 2011)	Pending
DJO, LLC	China	AIRCAST	500679	10/10/1989	Registered
DJO, LLC	China	AIR-STIRRUP	500678	10/10/1989	Registered
DJO, LLC	China	DONJOY	-8560062	(8/13/2010)	Pending
DJO, LLC	Denmark	AIRCAST	VR199504268	30-Jun-95	Registered
DJO, LLC	Denmark	DEFIANCE	3146	4/23/1993	Registered
DJO, LLC	Denmark	DONJOY (Stylized)	4650/89	8/4/1989	Registered
DJO, LLC	European Community	AIRCAST	145417	9/30/1998	Registered
DJO, LLC	European Community	DJ ORTHO	1452630	5/2/2001	Registered
DJO, LLC	European Community	DONJOY & Device	995514	11/20/1998	Registered
DJO, LLC	European Community	SPORT STIRRUP	330446	1/17/2005	Registered
DJO, LLC	European Community	DR. COMFORT	-10649705	(February 16, 2012)	Pending
DJO, LLC	European Community	VENAFLOW	9999749	5/26/2011	Pending

Grantor	Country	Mark	Reg./(App.) No.	Reg./(App.) Date	Status
DJO, LLC	Finland	AIRCAST	112818	8/5/1991	Registered
DJO, LLC	Finland	AIR-STIRRUP	112819	8/5/1991	Registered
DJO, LLC	France	AIRCAST	1331036	11/15/1985	Registered
DJO, LLC	France	DEFIANCE	93455193	2/15/1993	Registered
DJO, LLC	France	DONJOY	1542581	7/21/1989	Registered
DJO, LLC	France	PROCARE	96652383	5/2/1997	Registered
DJO, LLC	France	VENAFLOW	95596147	4/19/1996	Registered
DJO, LLC	Germany	AIRCAST	1098739	11/5/1986	Registered
DJO, LLC	Germany	AIR-STIRRUP	1098740	11/5/1986	Registered
DJO, LLC	Germany	DEFIANCE	2068059	6/16/1994	Registered
DJO, LLC	Germany	DONJOY	1163171	8/29/1990	Registered
DJO, LLC	Germany	VENAFLOW	39545125	5/10/1996	Registered
DJO, LLC	Greece	AIRCAST	91169	11/19/1991	Registered
DJO, LLC	Greece	AIR-STIRRUP	91170	11/19/1991	Registered
DJO, LLC	Hong Kong	AIRCAST Stylized	199604403	5/16/1996	Registered
DJO, LLC	Italy	AIRCAST	733311	9/29/1986	Registered
DJO, LLC	Italy	AIR-STIRRUP	763696	3/3/1987	Registered
DJO, LLC	Italy	DEFIANCE	659863	10/16/1995	Registered
DJO, LLC	Italy	DONJOY	570466	5/12/1992	Registered
DJO, LLC	Italy	VENAFLOW	744090	3/30/1998	Registered
DJO, LLC	Japan	DEFIANCE	3126091	3/29/1996	Registered
DJO, LLC	Japan	DONJOY	2437825	7/31/1992	Registered
DJO, LLC	Japan	VENAPURE	(72450/2011)	(October 11, 2011)	Pending
DJO, LLC	Korea	AIRCAST	178357	9/6/1989	Registered
DJO, LLC	Korea	AIR-STIRRUP	178358	9/7/1989	Registered
DJO, LLC	Mexico	AIRCAST	869253	2/24/2005	Registered
DJO, LLC	Mexico	AIR-STIRRUP	867872	2/22/2005	Registered
DJO, LLC	Mexico	DJ ORTHO	768090	11/13/2002	Registered
DJO, LLC	Mexico	PROCARE	662918	6/30/2000	Registered
DJO, LLC	Mexico	PROCARE	662919	6/30/2000	Registered
DJO, LLC	Mexico	VENAPURE			Pending
DJO, LLC	New Zealand	AIRCAST Stylized	172326	10/25/1991	Registered
DJO, LLC	Norway	DJ ORTHO	214785	6/27/2002	Registered
DJO, LLC	Norway	DONJOY	143501	11/29/1990	Registered
DJO, LLC	Norway	PROCARE	203397	6/22/2000	Registered
DJO, LLC	Norway	DR. COMFORT	-201201649	(February 16, 2012)	Pending

Grantor	Country	Mark	Reg./(App.) No.	Reg./(App.) Date	Status
DJO, LLC	Portugal	AIRCAST	248447	3/17/1992	Registered
DJO, LLC	Portugal	AIR-STIRRUP	248448	3/17/1992	Registered
DJO, LLC	Russia	VENAPURE	-2011734065	(October 10, 2011)	Pending
DJO, LLC	South Africa	AIRCAST	858280	9/11/1987	Registered
DJO, LLC	South Africa	DONJOY	895911	7/4/1989	Registered
DJO, LLC	South Africa	VENAPURE	(2011/25298)	(October 10, 2011)	Pending
DJO, LLC	Spain	AIRCAST	1724485	4/20/1994	Registered
DJO, LLC	Spain	AIR-STIRRUP	1261903	6/5/1989	Registered
DJO, LLC	Spain	DEFIANCE	1749787	12/3/1993	Registered
DJO, LLC	Spain	DONJOY	1510518	11/5/1991	Registered
DJO, LLC	Sweden	DEFIANCE	252512	10/8/1993	Registered
DJO, LLC	Sweden	DONJOY	224259	6/14/1991	Registered
DJO, LLC	Switzerland	AIRCAST	348304	10/21/1986	Registered
DJO, LLC	Switzerland	DONJOY	374281	1/19/1990	Registered
DJO, LLC	Turkey	AIRCAST	164644	7/27/1995	Registered
DJO, LLC	United Kingdom	AIRCAST Stylized	1514274	5/27/1994	Registered
DJO, LLC	United Kingdom	DEFIANCE	1526669	12/2/1994	Registered
DJO, LLC	United Kingdom	DONJOY	1389075	7/3/1989	Registered
DJO, LLC	United Kingdom	VENAFLOW	2043513	8/2/1996	Registered
Elastic Therapy, LLC	Community Trademarks	RX FIT	297879	18-Sep-98	Registered
Elastic Therapy, LLC	France	RX FIT	94546138	24-Nov-94	Registered
Elastic Therapy, LLC	Japan	ETI	4010908	13-Jun-97	Registered
Elastic Therapy, LLC	Japan	RX FIT	4325763	15-Oct-99	Registered
Elastic Therapy, LLC	Korea	RX FIT	869401	17-Jun-11	Registered
Elastic Therapy, LLC	South Africa	RX FIT	-200925537	(December 14, 2009)	Pending
Elastic Therapy, LLC	Ukraine	RX FIT	20640	21-Jan-98	Registered
Encore Medical Asset Corporation	Australia	IOGEL	826967	9-Mar-00	Registered

Grantor	Country	Mark	Reg./(App.) No.	Reg./(App.) Date	Status
Encore Medical Asset Corporation	Australia	IOMED	826968	9-Mar-01	Registered
Encore Medical Asset Corporation	Australia	IONTODEX	799464	23-Apr-01	Registered
Encore Medical Asset Corporation	Australia	OCUPHOR	857040	14-Nov-00	Registered
Encore Medical Asset Corporation	Australia	THE MOBILE SOLUTION	1010188	6-Dec-04	Registered
Encore Medical Asset Corporation	Australia	COMPANION 80	1010189	6-Dec-04	Registered
Encore Medical Asset Corporation	Australia	ADAPTA	325547	5-Jan-79	Registered
Encore Medical Asset Corporation	Australia	COLPAC	295874	12-Apr-76	Registered
Encore Medical Asset Corporation	Australia	TX	325548	5-Jan-79	Registered
Encore Medical Asset Corporation	Australia	E ENCORE	908753	9-Apr-02	Registered
Encore Medical Asset Corporation	Australia	ENCORE	908754	27-Jan-06	Registered
Encore Medical Asset Corporation	Australia	EMPI	599304	12-May-95	Registered
Encore Medical Asset Corporation	Australia	HYDROCOLLATOR	1001851	5/13/2004	Registered
Encore Medical Asset Corporation	Austria	FOUNDATION	147943	31-Jul-93	Registered

Grantor	Country	Mark	Reg./(App.) No.	Reg./(App.) Date	Status
Encore Medical Asset Corporation	Benelux	COMFORTEASE	430239	10-Dec-87	Registered
Encore Medical Asset Corporation	Benelux	EMPI	501165	31-May-91	Registered
Encore Medical Asset Corporation	Benelux	EPIX XL	498987	31-May-91	Registered
Encore Medical Asset Corporation	Benelux	FOCUS	503278	31-May-91	Registered
Encore Medical Asset Corporation	Brazil	VITALSTIM	826285040	15-Apr-04	Pending
Encore Medical Asset Corporation	Brazil	CHATTANOOGA	823418308	10-Jul-01	Pending
Encore Medical Asset Corporation	Brazil	COLPAC	823418286	10-Jul-01	Pending
Encore Medical Asset Corporation	Brazil	EMG RETRAINER	823418294	10-Jul-01	Pending
Encore Medical Asset Corporation	Brazil	HOTPAC	823559734	30-Aug-01	Pending
Encore Medical Asset Corporation	Brazil	HYDROCOLLATOR	823418316	28-Dec-07	Pending
Encore Medical Asset Corporation	Brazil	INTELECT	823418278	28-Dec-07	Pending
Encore Medical Asset Corporation	Brazil	OPTIFLEX	823559742	30-Aug-01	Pending
Encore Medical Asset Corporation	Brazil	OPTIFLEX S	823559750	30-Aug-01	Pending

Grantor	Country	Mark	Reg./(App.) No.	Reg./(App.) Date	Status
Encore Medical Asset Corporation	Brazil	TRITON	824190084	4-Dec-01	Pending
Encore Medical Asset Corporation	Canada	E-Z FILL WINDOWS	TMA564616	12-Jul-02	Registered
Encore Medical Asset Corporation	Canada	IOGEL	TMA554257	22-Nov-01	Registered
Encore Medical Asset Corporation	Canada	IOMED	TMA563652		Registered
Encore Medical Asset Corporation	Canada	THE MOBILE SOLUTION	TMA693398	2-Aug-07	Pending
Encore Medical Asset Corporation	Canada	COMPANION 80	TMA669773	14-Aug-06	Registered
Encore Medical Asset Corporation	Canada	COMFORTEASE	TMA343165	29-Jul-88	Registered
Encore Medical Asset Corporation	Canada	DYNEX	TMA558226	20-Feb-02	Registered
Encore Medical Asset Corporation	Canada	EMPI	TMA422410	21-Jan-94	Registered
Encore Medical Asset Corporation	Canada	INFINITY	TMA695320	31-Aug-07	Registered
Encore Medical Asset Corporation	Canada	INFINITY PLUS	TMA695319	31-Aug-07	Registered
Encore Medical Asset Corporation	Canada	INNOVA	TMA425854	25-Mar-94	Registered
Encore Medical Asset Corporation	Canada	NEURO AID	TMA302284	26-Apr-85	Registered

Grantor	Country	Mark	Reg./(App.) No.	Reg./(App.) Date	Status
Encore Medical Asset Corporation	Canada	NEURO-EASE	TMA320373	7-Nov-86	Registered
Encore Medical Asset Corporation	Canada	RESPOND	TMA270963	9-Jul-82	Registered
Encore Medical Asset Corporation	Canada	ADAPTA	459723	9/4/1981	Registered
Encore Medical Asset Corporation	Canada	COLPAC	291042	12/5/1969	Registered
Encore Medical Asset Corporation	Canada	HYDROCOLLATOR	346954	6/28/1974	Registered
Encore Medical Asset Corporation	Canada	TX	459725	8/28/1981	Registered
Encore Medical Asset Corporation	Canada	IF 3 WAVE & Design	1231619	10/22/2007	Registered
Encore Medical Asset Corporation	China	OCUPHOR	1697638	14-Jan-02	Registered
Encore Medical Asset Corporation	China	FOUNDATION	976561	7-Apr-97	Registered
Encore Medical Asset Corporation	Colombia	CHATTANOOGA	215593	15-Jan-99	Registered
Encore Medical Asset Corporation	Colombia	CHATTANOOGA & Design	292846	25-Sep-01	Registered
Encore Medical Asset Corporation	Colombia	COLPAC	219649	19-Feb-99	Registered
Encore Medical Asset Corporation	Colombia	HYDROCOLLATOR	136210	12-Dec-91	Registered

Grantor	Country	Mark	Reg./(App.) No.	Reg./(App.) Date	Status
Encore Medical Asset Corporation	Colombia	INTELECT	137129	12-Dec-91	Registered
Encore Medical Asset Corporation	Colombia	TRITON	137112	12-Dec-91	Registered
Encore Medical Asset Corporation	Colombia	TX	137123	12-Dec-91	Registered
Encore Medical Asset Corporation	Denmark	COLPAC	01.642-1967	2-Jun-67	Registered
Encore Medical Asset Corporation	European Community	SAUNDERS	2916229	10-Nov-04	Registered
Encore Medical Asset Corporation	European Community	COMPANION	3974839	23-Jan-05	Registered
Encore Medical Asset Corporation	European Community	OCUPHOR	1948678	4-Mar-02	Registered
Encore Medical Asset Corporation	European Community	FOUNDATION	35378	2-Apr-98	Registered
Encore Medical Asset Corporation	European Community	CLEAR CUT	1793553	5-Oct-01	Registered
Encore Medical Asset Corporation	European Community	OPTIFLEX	1862770	20-Sep-00	Registered
Encore Medical Asset Corporation	European Community	CHATTANOOGA EUROPE	2373884	1-Mar-05	Registered
Encore Medical Asset Corporation	European Community	E ENCORE (Stylized)	2635415	31-Oct-05	Registered
Encore Medical Asset Corporation	European Community	ENCORE	2635399	16-May-06	Registered

Grantor	Country	Mark	Reg./(App.) No.	Reg./(App.) Date	Status
Encore Medical Asset Corporation	European Community	EPIX	1860691	18-Dec-01	Registered
Encore Medical Asset Corporation	European Community	IONTODEX	1262682	29-Sep-00	Registered
Encore Medical Asset Corporation	Finland	COLPAC	64214	14-Aug-75	Registered
Encore Medical Asset Corporation	Finland	HYDROCOLLATOR	64213	14-Aug-75	Registered
Encore Medical Asset Corporation	France	IOGEL	99816668	17-Mar-00	Registered
Encore Medical Asset Corporation	France	IOMED	99819842	26-Oct-99	Registered
Encore Medical Asset Corporation	France	INFUSION 80	73517942	2-Aug-07	Registered
Encore Medical Asset Corporation	France	COLPAC	1569332	16-Jan-89	Registered
Encore Medical Asset Corporation	France	HYDROCOLLATOR	102981	16-Jan-89	Registered
Encore Medical Asset Corporation	France	HYDROCOLLATOR	1508805	16-Jan-89	Registered
Encore Medical Asset Corporation	France	EMPI	1682502	16-Jul-91	Registered
Encore Medical Asset Corporation	France	EPIX XL	1682503	16-Jul-91	Registered
Encore Medical Asset Corporation	France	FOCUS	1682501	16-Jul-91	Registered

Grantor	Country	Mark	Reg./(App.) No.	Reg./(App.) Date	Status
Encore Medical Asset Corporation	France	INNOVA	93462716	1-Apr-93	Registered
Encore Medical Asset Corp.	Germany	FOUNDATION	2070448	7/8/1994	Registered
Encore Medical Asset Corporation	Germany	DERMAPULSE	2007543	19-Dec-91	Registered
Encore Medical Asset Corporation	Germany	IOGEL	30010750	23-Aug-00	Registered
Encore Medical Asset Corporation	Germany	INFUSION 80	30750534	4-Dec-07	Registered
Encore Medical Asset Corporation	Germany	COLPAC	848153	6-Aug-68	Registered
Encore Medical Asset Corporation	Germany	HYDROCOLLATOR	848179	6-Aug-68	Registered
Encore Medical Asset Corporation	Germany	TRITON	1057106	13-Dec-83	Registered
Encore Medical Asset Corporation	Germany	REVERSE	30607297	16-May-06	Registered
Encore Medical Asset Corporation	Germany	EMPI	2020390	11-Sep-92	Registered
Encore Medical Asset Corporation	Germany	EPIX XL	2020391	11-Sep-92	Registered
Encore Medical Asset Corporation	Germany	FOCUS STIM	39912429	17-Jun-99	Registered
Encore Medical Asset Corporation	Germany	INNOVA	2069701	1-Jul-94	Registered

Grantor	Country	Mark	Reg./(App.) No.	Reg./(App.) Date	Status
Encore Medical Asset Corporation	Greece	COLPAC	66848	18-Jan-83	Registered
Encore Medical Asset Corporation	Greece	HYDROCOLLATOR	66847	25-Jul-80	Registered
Encore Medical Asset Corporation	Greece	HYDROCOLLATOR	67535	17-Jul-82	Registered
Encore Medical Asset Corporation	Int'l Registration - Madrid Protocol Only	HYBRESIS	2452757	14-Dec-07	Registered
Encore Medical Asset corporation	Int'l Registration - Madrid Protocol Only	SPECTRABRACE	920011	7/6/2006	Registered
Encore Medical Asset Corporation	Ireland	IOMED	220177	14-Mar-02	Registered
Encore Medical Asset Corporation	Israel	COLPAC	50228	16-Jan-84	Registered
Encore Medical Asset Corporation	Israel	HYDROCOLLATOR	50227	16-Jan-84	Registered
Encore Medical Asset Corporation	Israel	HYDROCOLLATOR	51199	17-Nov-80	Registered
Encore Medical Asset Corporation	Israel	TX	50229	10-Jun-80	Registered
Encore Medical Asset Corporation	Italy	IOGEL	943063	11-Feb-04	Registered
Encore Medical Asset Corporation	Italy	COLPAC	871609	1-Apr-92	Registered
Encore Medical Asset	Italy	HYDROCOLLATOR	871572	1-Feb-89	Registered

Grantor	Country	Mark	Reg./(App.) No.	Reg./(App.) Date	Status
Corporation					
Encore Medical Asset Corporation	Italy	EMPI	665179	11-Dec-95	Registered
Encore Medical Asset Corporation	Japan	ANESTRODE	4211389	13-Nov-98	Registered
Encore Medical Asset Corporation	Japan	HYBRESIS	5091792	16-Nov-07	Registered
Encore Medical Asset Corporation	Japan	IOGEL	4512210	5-Oct-01	Registered
Encore Medical Asset Corporation	Japan	IOMED	4457505	2-Mar-01	Registered
Encore Medical Asset Corporation	Japan	IONTODEX	4453731	16-Feb-01	Registered
Encore Medical Asset Corporation	Japan	OCUPHOR	4531586	21-Dec-01	Registered
Encore Medical Asset Corporation	Japan	INFUSION 80	5099213	14-Dec-07	Registered
Encore Medical Asset Corporation	Japan	FOUNDATION	4020262	4-Jul-97	Registered
Encore Medical Asset Corporation	Japan	VITALITY	4168783	17-Jul-98	Registered
Encore Medical Asset Corporation	Japan	COLPAC	1116168	14-Apr-75	Registered
Encore Medical Asset Corporation	Japan	HYDROCOLLATOR	1402772	27-Dec-79	Registered
Encore Medical	Japan	E ENCORE (Stylized)	4838565	10-Feb-05	Registered

Grantor	Country	Mark	Reg./(App.) No.	Reg./(App.) Date	Status
Asset Corporation					
Encore Medical Asset Corporation	Japan	ENCORE	4838564	10-Feb-05	Registered
Encore Medical Asset Corporation	Japan	EMPI	3141124	30-Apr-96	Registered
Encore Medical Asset Corporation	Korea	IONTODEX	400477224000 0	20-Sep-00	Registered
Encore Medical Asset Corporation	Korea	OCUPHOR	400517111000 0	8-Apr-02	Registered
Encore Medical Asset Corporation	Mexico	HYDROCOLLATOR	112278	12-Nov-62	Registered
Encore Medical Asset Corporation	Mexico	HYDROCOLLATOR	179728	17-Oct-73	Registered
Encore Medical Asset Corporation	New Zealand	OCUPHOR	627213	17-May-01	Registered
Encore Medical Asset Corporation	New Zealand	HYDROCOLLATOR	108511	6-Jun-74	Registered
Encore Medical Asset Corporation	New Zealand	HYDROCOLLATOR	121885	5-Dec-77	Registered
Encore Medical Asset Corporation	New Zealand	TX	133173	30-Jun-80	Registered
Encore Medical Asset Corporation	Norway	HYDROCOLLATOR	74210	2-May-68	Registered
Encore Medical Asset Corporation	Peru	CHATTANOOGA	35249	27-Apr-97	Registered
Encore Medical	Peru	CHATTANOOGA	35248	27-Apr-97	Registered

Grantor	Country	Mark	Reg./(App.) No.	Reg./(App.) Date	Status
Asset Corporation					
Encore Medical Asset Corporation	Peru	CHATTANOOGA	38766	2-Sep-97	Registered
Encore Medical Asset Corporation	Spain	IOGEL	2299455	22-Jan-01	Registered
Encore Medical Asset Corporation	Spain	COMFORTEASE	1190272	6-May-91	Registered
Encore Medical Asset Corporation	Sweden	IOGEL	348636	14-Sep-01	Registered
Encore Medical Asset Corporation	Sweden	IOMED	348635	14-Sep-01	Registered
Encore Medical Asset Corporation	Sweden	COLPAC	148636	13-Sep-74	Registered
Encore Medical Asset Corporation	Sweden	COLPAC	120923	8-Sep-67	Registered
Encore Medical Asset Corporation	Sweden	HYDROCOLLATOR	120715	18-Aug-67	Registered
Encore Medical Asset Corporation	Switzerland	FOUNDATION	408211	8-Mar-93	Registered
Encore Medical Asset Corporation	Switzerland	COLPAC	394139	2-Dec-71	Registered
Encore Medical Asset Corporation	Switzerland	HYDROCOLLATOR	394140	2-Dec-71	Registered
Encore Medical Asset Corporation	Taiwan	IONTODEX	927214	1-Feb-01	Registered
Encore Medical	Taiwan	IONTODEX	943298	1-Jun-01	Registered

Grantor	Country	Mark	Reg./(App.) No.	Reg./(App.) Date	Status
Asset Corporation					
Encore Medical Asset Corporation	Taiwan	OCUPHOR	998518	16-May-02	Registered
Encore Medical Asset Corporation	United Kingdom	IOGEL	2225503	9-Mar-00	Registered
Encore Medical Asset Corporation	United Kingdom	INFUSION 80	2463182	18-Jan-08	Registered
Encore Medical Asset Corporation	United Kingdom	COLPAC	1090743	9-Feb-78	Registered
Encore Medical Asset Corporation	United Kingdom	HYDROCOLLATOR	1090745	9-Feb-78	Registered
Encore Medical Asset Corporation	United Kingdom	HYDROCOLLATOR	1090744	9-Feb-78	Registered
Encore Medical Asset Corporation	United Kingdom	HYDROCOLLATOR COLPAC	1090746	9-Feb-78	Registered
Encore Medical Asset Corporation	United Kingdom	EMPI	1530923	26-Mar-93	Registered
Encore Medical Asset Corp.	Venezuela	ARTROMOT	9551-08	5/20/2008	Pending
Encore Medical Asset Corp.	Venezuela	CHATTANOOGA GROUP	9555-08	5/20/2008	Pending
Encore Medical Asset Corp.	Venezuela	CHATTANOOGA GROUP	9556-08	5/20/2008	Pending
Encore Medical Asset Corp.	Venezuela	HYDROCOLLATOR	9552-08	5/20/2008	Pending
Encore Medical Asset Corp.	Venezuela	HYDROCOLLATOR	9553-08	5/20/2008	Pending
Encore Medical Asset Corp.	Venezuela	OPTIFLEX	9554-08	5/20/2008	Pending

Grantor	Country	Mark	Reg./(App.) No.	Reg./(App.) Date	Status
Rikco International, LLC	China	Dr. Comfort & Design	8028315	14-Feb-11	Registered
Rikco International, LLC	Japan	Dr. Comfort & Design	2010-038674	18-May-10	Pending
Rikco International, LLC	United Kingdom	DR. COMFORT	2369244	31-Dec-04	Registered

Exhibit I to the
Second Lien Intellectual Property
Security Agreement

SUPPLEMENT NO. _____ dated as of [], to the Second Lien Intellectual Property Security Agreement dated as of March 20, 2012, among DJO FINANCE LLC, a Delaware limited liability company (the “Company”), DJO FINANCE CORPORATION, a Delaware corporation (the “Co-Issuer” and, together with the Company, the “Issuers”) and the Additional Grantors (as hereinafter defined) (the Issuers and the Additional Grantors being collectively referred to herein as the “Grantors”) and The Bank of New York Mellon, as second lien collateral agent (in such capacity, together with any successor thereto, the “Second Lien Agent”).

A. Reference is made to the Second Lien Note Indenture dated as of March 20, 2012, among the Issuers, the Additional Grantors and The Bank of New York Mellon, as Trustee and Second Lien Agent (the “Second Lien Note Indenture”).

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Second Lien Note Indenture and the Second Lien Intellectual Property Security Agreement referred to therein.

C. The Grantors have entered into the Second Lien Intellectual Property Security Agreement in order to induce the Initial Purchasers to purchase the Notes. Section 5.14 of the Intellectual Property Security Agreement provides that any Intermediate Holding Company or additional Restricted Subsidiaries of the Company may become Grantors and, in the case of such Restricted Subsidiaries, Subsidiary Parties under the Second Lien Intellectual Property Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Intermediate Holding Company or Restricted Subsidiary (the “New Grantor”) is executing this Supplement in accordance with the requirements of the Second Lien Intellectual Property Security Agreement to become a Grantor and, in the case of any such Restricted Subsidiary, a Subsidiary Party under the Second Lien Intellectual Property Security Agreement as consideration for the Notes previously purchased by the Initial Purchasers.

Accordingly, the Second Lien Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Second Lien Intellectual Property Security Agreement, the New Grantor by its signature below becomes a Grantor and a Subsidiary Party, as applicable, under the Second Lien Intellectual Property Security Agreement with the same force and effect as if originally named therein as a Grantor and a Subsidiary Party, as applicable, and the New Grantor hereby (a) agrees to all the terms and provisions of the Second Lien Intellectual Property Security Agreement applicable to it as a Subsidiary Party and Grantor, as applicable, thereunder and (b) represents and warrants that the representations and warranties made

by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Second Lien Obligations, does hereby create and grant to the Second Lien Agent, its successors and assigns, for the benefit of the Second Lien Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Second Lien Intellectual Property Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Second Lien Intellectual Property Security Agreement shall be deemed to include the New Grantor. The Second Lien Intellectual Property Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Second Lien Agent and the other Second Lien Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Second Lien Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor and the Second Lien Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission other electronic transmission (i.e. a "TIF" or "PDF") shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of any and all Collateral of the New Grantor consisting of Intellectual Property and (b) set forth under its signature hereto, is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Second Lien Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Second Lien Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect

of which conies as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Second Lien Intellectual Property Security Agreement.

SECTION 9. The New Grantor agrees to reimburse the Second Lien Agent for its reasonable out-of-pocket expenses in connection with this Supplement; including the reasonable fees, other charges and disbursements of counsel for the Second Lien Agent.

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IN WITNESS WHEREOF, the New Grantor and the Second Lien Agent have duly executed this Supplement to the Second Lien Intellectual Property Security Agreement as of the day and year first above written.

[NAME OF NEW GRANTOR],

By: _____

Name:

Title:

Legal Name:

Jurisdiction of Formation:

Location of Chief Executive office:

THE BANK OF NEW YORK MELLON,
as Second Lien Agent,

By: _____

Name:

Title:

By: _____

Name:

Title:

Schedule I to the
Supplement No. ____ to
the Intellectual Property
Security Agreement

INTELLECTUAL PROPERTY

[[3336646]]

RECORDED: 04/20/2012

**TRADEMARK
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