



102085085

b settings = = =

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

Name of conveying party(ies):

Implus Footcare, LLC

4.29.02

- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation-State
- Other Delaware limited liability company

Additional name(s) of conveying party(ies) attached?  Yes  No

Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: January 31, 2001

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association *agent*

Internal Address: Suite 306

Street Address: 135 S. LaSalle St

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship
- Association National Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41).....\$ 740.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

05/09/2002 TBIAZI 00000151 1833029

DO NOT USE THIS SPACE

01-FC-481 40.00 OP

02-FC-482 700.00 OP

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing

*[Signature]*

Signature

4/18/02

Date

Total number of pages including cover sheet, attachments, and document: 29

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARKS

1. Registered U.S. Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
d) Airplus	1833029	April 26, 1994
Athlete's Plus	2076366	July 1, 1997
Comfort With Every Step	1718317	September 22, 1992
Eno	1901249	June 20, 1995
Implex	2301661	December 21, 1999
Implus	1734078	November 17, 1992
Implus	1784485	July 27, 1993
Implus	1865781	December 6, 1994
Implus	1881060	February 28, 1995
Miscellaneous Design (People)	1706874	August 11, 1992
Miscellaneous Design (Swizzle)	1818954	February 1, 1994
Reshjuvenation	1905864	July 18, 1995
Sof (and design)	1784200	July 27, 1993
Sof Airr	1973191	May 7, 1996
Sof Boot	2059422	May 6, 1997
Sof Comfort	2197206	October 20, 1998
Sof Gel	2061496	May 13, 1997
Sof Runn Comfort With Every Step	1675932	February 18, 1992
(a) Sof Soccer	2061497	May 13, 1997

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Sof Sole	1699999	July 7, 1992
Sof Sport	1704265	July 28, 1992
Thinline	1886059	March 28, 1995
Ultra Arch	2320918	February 22, 2000

2. Pending U.S. Trademark Applications

<u>Trademark Applied For</u>	<u>Trademark Application Number</u>	<u>Trademark Application Filing Date</u>
Gel Skin	75435416	February 17, 1998
Impact Forces (and design)	75540936	August 24, 1998
Sof Motion Control	75550055	September 8, 1998
Stinky Feet	75512087	July 6, 1998
Shoe Lube	76085469	July 10, 2000
Professionals' Choice	76085467	July 10, 2000

29)

29

3. Foreign Trademark Registrations

<u>Trademark</u>	<u>Country / Registration Number</u>	<u>Registration Date</u>
IMPLUS	Australia / 585,488	August 31, 1992
IMPLUS	Brazil / 820501310	November 3, 1999
IMPLUS	Canada / TMA419,043	October 29, 1993
IMPLUS	France / 92-435533	September 28, 1992
IMPLUS	Germany / 2 090 411	January 27, 1995
IMPLUS	Italy / 644,324	March 2, 1995
IMPLUS	Japan / 3148011	April 30, 1996

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 31, 2001, by Implus Footcare, LLC, a Delaware limited liability company (the "Grantor"); in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as agent for the Lender Parties (in such capacity, the "Collateral Agent").

### W I T N E S S E T H:

WHEREAS, the Grantor has entered into a Credit Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Credit Agreement") with LaSalle Bank National Association, in its capacity as agent for various financial institutions from time to time party thereto, and pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantor;

WHEREAS, the Grantor has entered into a Security Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement") with the Collateral Agent pursuant to which certain obligations owed to the Lender Parties are secured;

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Collateral Agent, for the ratable benefit of the Lender Parties, this Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has granted to Collateral Agent, for the benefit of Collateral Agent and the Lender Parties, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Patents, Patent Licenses, Trademarks and Trademark Licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Senior Notes;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to Collateral Agent, for the benefit of Collateral Agent and the Lender Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark, including, without limitation, each Trademark referred to in Schedule 1 annexed hereto;
- (2) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in

Schedule 1 annexed hereto and any Trademark licensed under any Trademark License listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each Patent, including, without limitation, each Patent referred to in Schedule 2 annexed hereto;
- (5) each Patent License, including, without limitation, each Patent License listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 2 annexed hereto and any Patent licensed under any Patent License listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral");

This security interest is granted in conjunction with the security interests granted to Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the Senior Note Documents and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

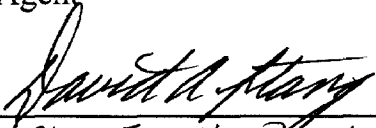
IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 31 day of January, 2001.

IMPLUS FOOTCARE, LLC

By:   
Title: Seth Richards, Chief Executive Officer

Acknowledged:


LASALLE BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Title: David Stang, First Vice President

STATE OF New York )  
 ) ss  
COUNTY OF New York )

On this 31 day of January, 2001, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Implus Footcare, LLC, a Delaware limited liability company, and which executed the above instrument; and that he signed his name thereto by authority of the board of managers of said company.

MARY WEBER  
Notary Public, State of New York  
No. 0146203804  
In and for Westchester County  
2001 JAN 31 2001

  
\_\_\_\_\_  
Notary Public

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**TRADEMARK REGISTRATIONS**

Mark Reg. No.	Date
---------------	------

[to come from Grantor]

**TRADEMARK APPLICATIONS**

[to come from Grantor]

**TRADEMARK LICENSES**

Name of Agreement	Parties	Date of Agreement
-------------------	---------	-------------------

[to come from Grantor]



**SCHEDULE 2**  
to  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**PATENT REGISTRATIONS**

Mark Reg. No.

Date

[to come from Grantor]

**PATENT APPLICATIONS**

US Application No.

Description of Patent

Date of Filing

[to come from Grantor]

**PATENT LICENSES**

Name of Agreement

Parties

Date of Agreement

[to come from Grantor]

**SCHEDULE 1**  
**to**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

**1. Registered U.S. Trademarks**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Airplus	1833029	April 26, 1994
Athlete's Plus	2076366	July 1, 1997
Comfort With Every Step	1718317	September 22, 1992
Eno	1901249	June 20, 1995
Implex	2301661	December 21, 1999
Implus	1734078	November 17, 1992
Implus	1784485	July 27, 1993
Implus	1865781	December 6, 1994
Implus	1881060	February 28, 1995
Miscellaneous Design (People)	1706874	August 11, 1992
Miscellaneous Design (Swizzle)	1818954	February 1, 1994
Reshjuvenation	1905864	July 18, 1995
Sof (and design)	1784200	July 27, 1993
Sof Airr	1973191	May 7, 1996
Sof Boot	2059422	May 6, 1997
Sof Comfort	2197206	October 20, 1998
Sof Gel	2061496	May 13, 1997
Sof Runn Comfort With Every Step	1675932	February 18, 1992
Sof Soccer	2061497	May 13, 1997

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Sof Sole	1699999	July 7, 1992
Sof Sport	1704265	July 28, 1992
Thinline	1886059	March 28, 1995
Ultra Arch	2320918	February 22, 2000

**2. Pending U.S. Trademark Applications**

<u>Trademark Applied For</u>	<u>Trademark Application Number</u>	<u>Trademark Application Filing Date</u>
Gel Skin	75435416	February 17, 1998
Impact Forces (and design)	75540936	August 24, 1998
Sof Motion Control	75550055	September 8, 1998
Stinky Feet	75512087	July 6, 1998
Shoe Lube	76085469	July 10, 2000
Professionals' Choice	76085467	July 10, 2000

29

**3. Foreign Trademark Registrations**

<u>Trademark</u>	<u>Country / Registration Number</u>	<u>Registration Date</u>
IMPLUS	Australia / 585,488	August 31, 1992
IMPLUS	Brazil / 820501310	November 3, 1999
IMPLUS	Canada / TMA419,043	October 29, 1993
IMPLUS	France / 92-435533	September 28, 1992
IMPLUS	Germany / 2 090 411	January 27, 1995
IMPLUS	Italy / 644,324	March 2, 1995
IMPLUS	Japan / 3148011	April 30, 1996

IMPLUS	Sweden / 253,595	November 26, 1993
IMPLUS	United Kingdom / 1,530,695 (International Class 10)	July 8, 1994
IMPLUS	United Kingdom / 1,526,605 (International Class 17)	July 15, 1994

4. Licensed Trademarks

<u>Trademark</u>	<u>Country / Registration Number</u>	<u>Registration Date</u>
GELASTIC	Japan / 4285460	June 18, 1999
INTELLI-GEL	Japan / 4384819	May 19, 2000
GELASTIC	U.S. / Serial No. 75697213	Pending
GELLYCOMB	U.S. / Serial No. 75833452	Pending
GOOZ	Not Registered	
ULTRA FRESH	U.S. / Serial No. 1211136	October 5, 1982

**SCHEDULE 2**  
**to**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**PATENTS**

1. **Licensed U.S. Patents**

<u>Patent Number</u>	<u>Licensor</u>	<u>Date of Patent</u>
5,058,585	Kendall Orthotics	October 22, 1991
5,713,143	Kendall Orthotics	February 3, 1998
5,749,111	Teksource, LC	May 12, 1998
5,994,450	Teksource, LC	November 30, 1999