

08-09-2002



Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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102184140 ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
LaSalle Bank National Association

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment with respect to security interest
- Merger
- Change of Name

Execution Date: 08/01/2002

MRD  
8-9-02

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc., as Agent

Internal

Address: \_\_\_\_\_

Street Address: 500 West Monroe Street

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) See attached.

Additional number(s) attached  Yes  No

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

Name: Goldberg Kohn et al.

Internal Address: Elizabeth Kostiuik

Street Address: 55 East Monroe Street,

Suite 3700

City: Chicago State: IL Zip: 60603

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: \_\_\_\_\_

**DO NOT USE THIS SPACE**

9. Signature.

Elizabeth Kostiuik, Paralegal  
Name of Person Signing

Elizabeth Kostiuik  
Signature

August 7, 2002  
Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

08/09/2002 TBIAZ1 00000130 1833029

01 FC:481  
02 FC:482

40.00 OP  
700.00 OP

**TRADEMARK**  
**REEL: 002558 FRAME: 0307**

**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<br>(People)    | 1706874                    | August 11, 1992          |
| Miscellaneous Design<br>(Swizzle)   | 1818954                    | February 1, 1994         |
| Reshuvation                         | 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<br>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                            |

### THIRD AMENDMENT TO CREDIT AGREEMENT AND OMNIBUS AMENDMENT UNDER LOAN DOCUMENTS

This Third Amendment to Credit Agreement and Omnibus Amendment under Loan Documents (this "Agreement") is entered into as of August 1, 2002 by and among Implus Footcare, LLC, a Delaware limited liability company (the "Company"), LaSalle Bank National Association, a national banking association ("LaSalle") and Heller Financial, Inc., a Delaware corporation ("Heller").

#### RECITALS

WHEREAS, the Company, LaSalle, as Agent and as a Bank, and Heller, as a Bank, are parties to a certain Credit Agreement dated as of January 31, 2001 (as heretofore or hereafter amended, modified, supplemented or restated, the "Credit Agreement"; capitalized terms used herein but not defined herein have the meanings assigned thereto in the Credit Agreement);

WHEREAS, concurrently herewith the entirety of the Loans and Commitments of LaSalle in its capacity as a Bank are being purchased by Heller in its capacity as a Bank;

WHEREAS, the parties hereto desire that Heller replace LaSalle as Agent under the Credit Agreement and the other Loan Documents; and

WHEREAS, the parties hereto desire to consent to such replacement and to amend the Credit Agreement and the other Loan Documents in connection therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Agency Succession.

(a) Pursuant to Section 13.7 of the Agreement, (i) LaSalle hereby resigns as the Agent under the Credit Agreement and the other Loan Documents, including, without limitation, in its capacity as "Collateral Agent" under the Collateral Documents (LaSalle, in such capacity as retiring Agent, is referred to as "Retiring Agent"), (ii) the Banks and the Company hereby appoint Heller as the successor Agent under the Agreement and the other Loan Documents, including, without limitation, in the capacity of "Collateral Agent" under the Collateral Documents (Heller, in such capacity as successor Agent, is referred to as "Successor Agent") and (iii) Successor Agent hereby accepts its appointment as the successor Agent under the Credit Agreement and the other Loan Documents.

(b) In connection with the agency succession described in the foregoing clause (a), without the need for any further action, (i) Successor

Agent shall succeed to and become vested with all of the rights, powers and duties of Retiring Agent under the Loan Documents, (ii) Retiring Agent's appointment, powers and duties as Agent under the Loan Documents shall terminate, (iii) all protective provisions of the Credit Agreement set forth in Sections 13, 14.6 and 14.13 thereof shall inure to Retiring Agent's benefit as to any actions taken or omitted to be taken by Retiring Agent while it served as Agent under the Loan Documents, (iv) Retiring Agent shall bear no responsibility whatsoever for the actions taken or omitted to be taken by Successor Agent while it serves as Agent under the Loan Documents, (v) Successor Agent shall bear no responsibility whatsoever for the actions taken or omitted to be taken by Retiring Agent while it served as Agent under the Loan Documents, (vi) from and after the date of the effectiveness of this Agreement, each of Retiring Agent and each Loan Party hereby authorizes Successor Agent to file any Uniform Commercial Code assignments or amendments that Successor Agent deems necessary or desirable to evidence Successor Agent's succession as Agent under the Credit Agreement and the other Loan Documents, (vii) Retiring Agent agrees to promptly deliver to Successor Agent, at Successor Agent's address set forth under its signature block below, any collateral securing the Liabilities that is currently in the possession of Retiring Agent (such as stock certificates, notes and the like) and (viii) each of Retiring Agent and each Loan Party agrees, upon the reasonable request of Successor Agent, to take such additional actions and to execute and deliver such other documents and instruments (including, without limitation, the documentation and instruments listed on Exhibit A attached hereto) as Successor Agent may reasonably request to effect Successor Agent's succession as Agent under the Loan Documents.

(c) Retiring Agent represents and warrants to Successor Agent that, (i) to the best of its knowledge, while it has served as Agent under the Loan Documents, Retiring Agent has not executed any release or other discharge with respect to any portion of the collateral securing the Liabilities or with respect to any Loan Party, (ii) no payment default exists with respect to any Loan as of the date hereof and (iii) to the best of its knowledge, it has not received written notice from the Company of the occurrence of any Events of Default which remain in existence as of the date hereof (except for any such Events of Default of which Retiring Agent has provided Heller with notice).

(d) Each Loan Party represents and warrants that there are no claims, causes of action, suits, debts, obligations, liabilities, demands of any kind, character or nature whatsoever, fixed or contingent, which such Loan Party may have, or claim to have, against the Retiring Agent or any of its Affiliates, with respect to the subject matter hereof, the Loan Documents or matters relating thereto, and such Loan Party hereby releases, acquits and forever discharges the Retiring Agent and its Affiliates, and each of them, and their respective agents, employees, officers, directors, servants,

representatives, attorneys, affiliates, successors and assigns (collectively, the "Released Parties") from any and all liabilities, claims, suits, debts, causes of action and the like of any kind, character or nature whatsoever, known or unknown, fixed or contingent and that such Party may have, or claim to have, against each of the such Released Parties with respect to the subject matter hereof, the Loan Documents or matters relating thereto from the beginning of time until and through the dates of execution and delivery of this Agreement.

2. Amendment to the Credit Agreement and Loan Documents. Subject to the satisfaction of the conditions precedent set forth in Section 5 below, the parties hereto agree to the following amendments to the Loan Documents:

(a) Each reference to "LaSalle Bank National Association, as Agent" set forth in the Credit Agreement and the other Loan Documents (or any reference of like import, including, without limitation, any reference to Retiring Agent as "Collateral Agent" set forth in the Collateral Documents) is deleted in its entirety and replaced with a reference to "Heller Financial, Inc., as Agent".

(b) The defined term "LIBOR Business Day" is added to Section 1.1 of the Credit Agreement in its appropriate alphabetical order, as follows:

" LIBOR Business Day means a Business Day on which banks in the City of London are generally open for interbank or foreign exchange transactions. "

(c) The definition of the term "Agent" set forth in Section 1.1 of the Credit Agreement is amended and restated in its entirety, as follows:

" Agent means Heller Financial, Inc. in its capacity as agent for the Banks hereunder and any successor agent thereto in such capacity. "

(d) The definition of the term "Base Rate" set forth in Section 1.1 of the Credit Agreement is amended and restated in its entirety, as follows:

" Base Rate means at any time the greater of (a) the Federal Funds Rate plus 0.5% and (b) the Prime Rate. Each change in any interest rate provided for in the Agreement shall take effect at the time of such change in the Base Rate. "

(e) The definition of the term "Eurodollar Rate" set forth in Section 1.1 of the Credit Agreement is amended and restated in its entirety, as follows:

" Eurodollar Rate means, with respect to any Eurodollar Loan for any Interest Period, the offered rate for deposits in United States Dollars for the applicable Interest Period that appears on Telerate Page 3750 as of 11:00 a.m. (London time), on the second full LIBOR Business Day next preceding the first day of such Interest Period (unless such date is not a Business Day, in which event the next succeeding Business Day will be used).

(f) The definition of the term "Eurodollar Rate (Reserve Adjusted)" set forth in Section 1.1 of the Credit Agreement is amended and restated in its entirety, as follows:

" Eurodollar Rate (Reserve Adjusted) means, with respect to any Eurodollar Loan for any Interest Period, a rate per annum equal to the Eurodollar Rate divided by a number equal to 1.0 minus the aggregate (but without duplication) of the rates (expressed as a decimal fraction) of reserve requirements in effect on the day that is two (2) LIBOR Business Days prior to the beginning of such Interest Period (including basic, supplemental, marginal and emergency reserves under any regulations of the Federal Reserve Board or other Governmental Authority having jurisdiction with respect thereto, as now and from time to time in effect) for Eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Federal Reserve Board) that are required to be maintained by a member bank of the Federal Reserve System.

(g) The definition of the term "Federal Funds Rate" set forth in Section 1.1 of the Credit Agreement is amended and restated in its entirety, as follows:

" Federal Funds Rate means, for any day, a floating rate equal to the weighted average of the rates on overnight federal funds transactions among members of the Federal Reserve System, as determined by Agent in its sole discretion, which determination shall be final, binding and conclusive (absent manifest error). "

(h) The definition of the term "Interest Period" set forth in Section 1.1 of the Credit Agreement is amended and restated in its entirety, as follows:

" Interest Period means, means, with respect to any Eurodollar Loan, each period commencing on a LIBOR Business Day selected by the Company pursuant to the Agreement and ending one, two, three or six months thereafter, as selected by the Company's irrevocable notice to Agent as set forth in Section 2.2; provided, that:

(i) if any Interest Period would otherwise end on a day that is not a LIBOR Business Day, such Interest Period shall be extended to the next succeeding LIBOR Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding LIBOR Business Day;

(ii) any Interest Period that would otherwise extend beyond the Revolving Loan Termination Date shall end two (2) LIBOR Business Days prior to such date;

(iii) any Interest Period that begins on the last LIBOR Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last LIBOR Business Day of a calendar month;

(iv) the Company shall select Interest Periods so as not to require a payment or prepayment of any Eurodollar Loan during an Interest Period for such Eurodollar Loan;

(v) no Interest Period for any portion of a Term Loan shall extend beyond the date of the final scheduled installment of principal thereon; and

(vi) no Interest Period may be selected for any portion of a Term Loan if a scheduled installment of principal for such Term Loan is payable during such Interest Period and the portion of such Term Loan which constitutes a Eurodollar Loan does not equal or exceed the amount of such scheduled installment. "

(i) The definition of the term "Issuing Bank" set forth in Section 1.1 of the Credit Agreement is amended and restated in its entirety, as follows:

(j) " Issuing Bank means Heller Financial, Inc., or an Affiliate thereof, or a bank or other legally authorized Person selected by or acceptable to Agent in its sole discretion, in such Person's capacity as an issuer of Letters of Credit hereunder. "

(k) The definition of the term "Prime Rate" set forth in Section 1.1 of the Credit Agreement is amended and restated in its entirety, as follows:

" Prime Rate means, for any day, the rate publicly quoted from time to time by The Wall Street Journal as the "base rate on corporate loans posted by at least 75% of the nation's 30 largest banks" (or, if The Wall Street Journal ceases quoting a base rate of the type described, the highest per annum rate of interest published by the Federal Reserve Board in Federal Reserve statistical release H.15 (519) entitled "Selected Interest Rates" as the Bank prime loan rate or its equivalent)."

(l) The reference to the term "Obligations" set forth in Section 10.8(g) of the Credit Agreement is deleted and a reference to the term "Liabilities" is inserted in substitution therefor.

(m) Successor Agent hereby specifies that its address for any and all notices under the Credit Agreement and the other Loan Documents shall be the address set forth under its signature block below.

### 3. Provisions Regarding Liens.

(a) As a supplement to and in no way in limitation of the provisions of Section 1 hereof, Retiring Agent hereby assigns (without recourse, representation or warranty, except as otherwise expressly provided herein) all liens and security interests securing the Liabilities to Successor Agent. Notwithstanding anything herein to the contrary, all of such liens and security



interests shall in all respects be continuing and in effect and are hereby reaffirmed. Without limiting the generality of the foregoing, any reference to Retiring Agent on any publicly filed document, to the extent such filing relates to the liens and security interests assigned hereby and until such filing is modified to reflect the interests of Successor Agent, shall, with respect to such liens and security interests, constitute a reference to Retiring Agent as collateral representative of Successor Agent. The parties hereto agree that Retiring Agent's role as collateral representative shall impose no duties, obligations, costs, expenses or liabilities on Retiring Agent and Successor Agent agrees to file as promptly as practical assignments or amendments with respect to such publicly filed documents that reflect Successor Agent's replacement of Retiring Agent.

(b) Notwithstanding anything in the Credit Agreement or any other Loan Document to the contrary, each party hereto agrees that the obligations, liabilities and other indebtedness of the Company under the ISDA Master Agreement and Schedule between LaSalle Bank National Association and the Company, dated as of April 27, 2001 (as in effect as of the date hereof with respect to the notional amount thereof and, with respect to other terms, as amended from time to time in a manner that does not make more materially restrictive or onerous the terms to which the Company is subject thereunder), and the Confirmation thereto with a trade date as of April 27, 2001 (collectively, the "Hedging Agreements"), owing to LaSalle (together with its successors and assigns, the "LaSalle Parties") shall be deemed to be part of the Liabilities and shall be secured by the liens and security interests under the Collateral Documents as provided for in the Collateral Documents. In connection with the foregoing, each LaSalle Party shall be deemed to be a "Lender Party" under the Collateral Documents in its capacity as a counterparty to the Hedging Agreements.

4. Agency Fee. On the date of the effectiveness of this Agreement, Retiring Agent agrees to pay Successor Agent its pro rata share (i.e. for the period beginning on such date of effectiveness and ending on January 31, 2003) of any annual agency fee paid up front to Retiring Agent for the annual period ending on or about January 31, 2003.

5. Representations and Warranties. In addition to the representations and warranties of Retiring Agent set forth in Section 1(c), each party hereto represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all requisite action on the part of such Person and that this Agreement has been duly executed and delivered by such Person.

6. Condition Precedent. The effectiveness of this Agreement shall be subject to the conditions precedent that (a) each party hereto shall have duly authorized, executed and delivered this Agreement, (b) each such party shall have received a fully-signed copy of this Agreement and (c) the entirety of the Loans and Commitments of LaSalle, in its

capacity as a Lender, shall have been purchased by Heller, in its capacity as a Lender, pursuant to assignment documentation reasonably acceptable to Heller and LaSalle.

7. Payments; Funding of Loans. From and after the date of the effectiveness of this Agreement, the Company and each other obligor with respect to the Liabilities shall make all payments (including but not limited to payments of principal, interest and fees due under the Credit Agreement or otherwise), and each Bank shall make available the amount of any Loans to be made by such Bank, to Successor Agent in accordance with the payment instructions set forth under its signature block below.

8. Waiver. Each of the parties hereto waives the requirement, if any, that the Agent be a bank or trust company. In addition, for purposes of Heller's purchase of the Loans and Commitments of LaSalle, LaSalle hereby waives the \$3,500 processing fee provided for under Section 14.9.1 of the Credit Agreement.

9. Successors and Assigns. This Agreement and each of the terms hereof (including, without limitation, the provisions of Section 3(b)) shall inure to the benefit of and be binding upon the successors and permitted assigns of LaSalle and Heller and shall be binding upon the successors and assigns of the Company.

10. Patent and Trademark Filings. For purposes of filing this Agreement with the United States Patent and Trademark Office, it is hereby confirmed that, for all purposes hereof, the term "Loan Documents" shall include, without limitation, the Patent and Trademark Security Agreement dated as of January 31, 2001 and recorded, in respect of certain trademarks and trademark applications of the Company, with the United States Patent and Trademark office on April 29, 2002 at Reel / Frame 002502/0592.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument.

12. Headings. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

13. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

IMPLUS FOOTCARE, LLC

By

Its *VP/FIN + CFO*

LASALLE BANK NATIONAL ASSOCIATION, as Retiring Agent

By

Its

HELLER FINANCIAL, INC., as Successor Agent, as a Bank and as an Issuing Bank

By

Its

Address for Notices:  
335 Madison Avenue  
12th Floor  
New York, New York 10017  
Attention: Kenneth Li  
Facsimile: (212) 370-8088

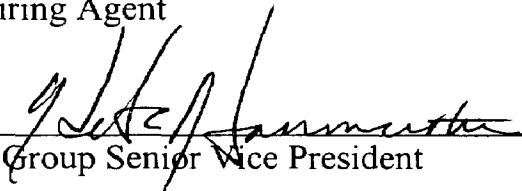
Payment Instructions:  
ABA No. 0710-0001-3  
Account No. 55-00540  
Bank One, N.A.  
1 Bank One Plaza  
Chicago, Illinois 60670  
Reference: Heller Financial, Inc., for the benefit of Implus Footcare, LLC

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

IMPLUS FOOTCARE, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

LASALLE BANK NATIONAL ASSOCIATION, as  
Retiring Agent

By  \_\_\_\_\_  
Its Group Senior Vice President

HELLER FINANCIAL, INC., as Successor Agent,  
as a Bank and as an Issuing Bank

By \_\_\_\_\_  
Its \_\_\_\_\_

Address for Notices:  
335 Madison Avenue  
12th Floor  
New York, New York 10017  
Attention: Kenneth Li  
Facsimile: (212) 370-8088

Payment Instructions:  
ABA No. 0710-0001-3  
Account No. 55-00540  
Bank One, N.A.  
1 Bank One Plaza  
Chicago, Illinois 60670  
Reference: Heller Financial, Inc., for  
the benefit of Implus Footcare, LLC

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

IMPLUS FOOTCARE, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

LASALLE BANK NATIONAL ASSOCIATION, as Retiring Agent

By \_\_\_\_\_  
Its \_\_\_\_\_

HELLER FINANCIAL, INC., as Successor Agent, as a Bank and as an Issuing Bank

By Thomas M. Belber  
Its Duly authorized Signatory

Address for Notices:  
335 Madison Avenue  
12th Floor  
New York, New York 10017  
Attention: Kenneth Li  
Facsimile: (212) 370-8088

Payment Instructions:  
ABA No. 0710-0001-3  
Account No. 55-00540  
Bank One, N.A.  
1 Bank One Plaza  
Chicago, Illinois 60670  
Reference: Heller Financial, Inc., for the benefit of Implus Footcare, LLC

CONSENT

Each of FdG Instep LLC, FdG Capital Partners LLC, FdG-Chase Capital Partners LLC, Dean Richards, Denergy, Inc., f/k/a Implus Corporation and Grand Eno, LLC (i) acknowledges receipt of a copy of the Third Amendment to Credit Agreement and Omnibus Amendment under Loan Documents dated as of August 1, 2002 (the "Agreement"; capitalized terms used herein shall, unless otherwise defined herein, have the meanings provided in the Agreement), by and among Implus Footcare, LLC, a Delaware limited liability company, LaSalle Bank National Association, a national banking association, and Heller Financial, Inc., a Delaware corporation, (ii) consents to such Agreement and each of the transactions referenced therein and (iii) hereby acknowledges the resignation, appointment and assignment contained in the Agreement and agrees, in its respective capacities as debtor, obligor, grantor, mortgagor, pledgor, guarantor, surety, indemnitor, assignor and each other similar capacity, if any, in which any such entity has previously granted Liens on all or any part of its real, personal or intellectual property pursuant to the Credit Agreement or any other Loan Document, or has guaranteed the repayment of the Liabilities pursuant to any Loan Documents, that such resignation, appointment and assignment shall not affect in any way all or any of such Liens or repayment obligations of such entity, all of which Liens and repayment obligations remain and shall continue to in full force and effect and each of which is hereby ratified, confirmed and reaffirmed in all respects.

FdG INSTEP LLC

By [Signature]  
Its Dean Richards

FdG CAPITAL PARTNERS LLC

By [Signature]  
Its Managing Member

FdG-CHASE CAPITAL PARTNERS LLC

By [Signature]  
Its Managing Member

Dean Richards

CONSENT

Each of FdG Instep LLC, FdG Capital Partners LLC, FdG-Chase Capital Partners LLC, Dean Richards, Denergy, Inc., f/k/a Implus Corporation and Grand Eno, LLC (i) acknowledges receipt of a copy of the Third Amendment to Credit Agreement and Omnibus Amendment under Loan Documents dated as of August 1, 2002 (the "Agreement"; capitalized terms used herein shall, unless otherwise defined herein, have the meanings provided in the Agreement), by and among Implus Footcare, LLC, a Delaware limited liability company, LaSalle Bank National Association, a national banking association, and Heller Financial, Inc., a Delaware corporation, (ii) consents to such Agreement and each of the transactions referenced therein and (iii) hereby acknowledges the resignation, appointment and assignment contained in the Agreement and agrees, in its respective capacities as debtor, obligor, grantor, mortgagor, pledgor, guarantor, surety, indemnitor, assignor and each other similar capacity, if any, in which any such entity has previously granted Liens on all or any part of its real, personal or intellectual property pursuant to the Credit Agreement or any other Loan Document, or has guaranteed the repayment of the Liabilities pursuant to any Loan Documents, that such resignation, appointment and assignment shall not affect in any way all or any of such Liens or repayment obligations of such entity, all of which Liens and repayment obligations remain and shall continue to in full force and effect and each of which is hereby ratified, confirmed and reaffirmed in all respects.

FdG INSTEP LLC

By  
Its

FdG CAPITAL PARTNERS LLC

By  
Its

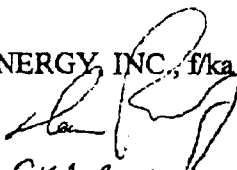
FdG-CHASE CAPITAL PARTNERS LLC

By  
Its



\_\_\_\_\_  
\_\_\_\_\_  
Dean Richards

DENERGY, INC, f/ka IMPLUS CORPORATION

By   
Its CHAIRMAN

GRAND ENO, LLC

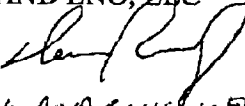
By   
Its MANAGING MEMBER



Exhibit A

IMPLUS FOOTCARE, LLC

THIRD AMENDMENT TO CREDIT AGREEMENT AND  
OMNIBUS AMENDMENT UNDER LOAN DOCUMENTS

CLOSING CHECKLIST

1. Third Amendment
2. Loan Purchase and Sale Agreement, and Consent and Amendment No. 2 thereto, relating to transfer of Loans and Commitments from LaSalle to Heller
3. Amended and Restated Notes
  - a. \$4,000,000 Amended and Restated Revolving Note issued to Heller
  - b. \$8,470,789.06 Amended and Restated Term Loan A Note issued to Heller
  - c. \$5,407,108.15 Amended and Restated Term Loan B Note issued to Heller
4. UCC-3 Assignments / Amendments necessary to reflect "Heller Financial, Inc., as Administrative Agent" as Secured Party with respect to each UCC-1 Financing Statements filed against the Company
5. Assignments / Amendments necessary to reflect "Heller Financial, Inc., as Administrative Agent" as the holder of the lien with respect to the federally registered patents and trademarks covered by Patent and Trademark Security Agreement
6. Original certificates representing Membership Units in the Company
7. Documentation necessary to appropriately reflect "Heller Financial, Inc., as Administrative Agent" with respect to insurance policies
8. Notices to Third Parties
  - a: First Union re Blocked Account Agreement
  - b. Gleacher Partners LLC re Gleacher Subordinated Debt
  - c. Person Industries, Bradford Industries, A & J Industries and ATP Manufacturing LLC re Bailee Letters
  - d. Globe Center Realty re Collateral Access Agreement
9. Good Standing Certificate of Company in its jurisdiction of incorporation

**GOLDBERG, KOHN, BELL, BLACK, ROSENBLUM & MORITZ, LTD.**

ATTORNEYS AT LAW

OSCAR L. ALCANTARA  
STEPHEN B. BELL  
DENNIS B. BLACK  
PHILIP M. BLACKMAN  
JOEL F. BROWN  
DENISE B. CAPLAN  
ANDREW R. CARDONICK\*  
DAVID J. CHIZEWER  
FREDERICK H. COHEN  
JONATHAN M. COOPER  
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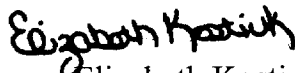
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Legal Assistant

EAK

Enclosures

cc: Michael Hainen, Esq. (w/ encl.)