TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Implus Footcare, LLC		01/14/2005	limited liability company: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	76567817	FIT HAPPENS
Serial Number:	76602046	FITSYS
Serial Number:	76502571	GEL CLEANER 3 IN 1
Registration Number:	2719530	GEL SKIN
Serial Number:	78423112	HOOKZ
Serial Number:	78437045	HYDRO-LOGIX
Registration Number:	1734078	IMPLUS
Serial Number:	76548793	INVISIGEL
Registration Number:	2872335	POWER ZORB
Registration Number:	2632702	PROFESSIONALS' CHOICE
Serial Number:	78437007	PROPEL GEL
Registration Number:	2535197	SOF MOTION CONTROL
Registration Number:	2868609	SOF SOLE
Registration Number:	2686473	SOF SOLE

OP $465.00 76567817

Registration Number:	2862346	SOF SOLE
Serial Number:	78436993	STABLE TRAC
Registration Number:	2894775	THINVENT
Registration Number:	1818954	

CORRESPONDENCE DATA

Fax Number: (312)863-7865

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson

Address Line 1: 55 E. Monroe St., Ste. 3700

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	01/18/2005

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 14, 2005, by Implus Footcare, LLC, a Delaware limited liability company (the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, 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 January 31, 2001 (as amended or otherwise modified from time to time, the "Credit Agreement") with General Electric Capital Corporation, 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 January 31, 2001 (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, 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 (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, together with all goodwill associated herewith;

(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 (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]

TRADEMARK
REEL: 003011 FRAME: 0598

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 __ day of January, 2005.

IMPLUS FOOTCARE, LLC

By: _____
Title: CEO

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent

By: _____
Title: Duly Authorized Signatory

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 14th day of January, 2005.

IMPLUS FOOTCARE, LLC

By: _____
Title: _____

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent

By: _____
Title: Duly Authorized Signatory

STATE OF New York)
)SS.
COUNTY OF New York)

On this 14th day of January, 2005, 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.

Notary Public

ROBERT J. TAN
NOTARY PUBLIC, State of New York
No. 01TA6063307
Qualified in Nassau County
Commission Expires August 27, 2005

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registration No./Serial No.
APARA	Pending
FIT HAPPENS	76/567,817
FITSYS	76/602,046
GEL CLEANER 3-IN-1 (TD)	76/502,571
GEL SKIN	2,719,530
HOOKZ	78/423,112
HYDRO-LOGIX	78/437,045
IMPLUS	1,734,078
INVISIGEL	76/548,793
POWERZORB	2,872,335
PROFESSIONALS' CHOICE	2,632,702
PROPEL GEL	78/437,007
SOF MOTION CONTROL	2,535,197
SOF SOLE	2,868,609
SOF SOLE	2,686,473
SOF SOLE	2,862,346
STABLE TRAC	78/436,993
SWIZZLE DESIGN	1,818,954
THINVENT & DESIGN	2,894,775

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT REGISTRATIONS AND APPLICATIONS

None.