Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Heller Financial, Inc., as Agent

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

Citizenship (see guidelines) Delaware

Execution Date(s) 01/14/2005

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: General Electric Capital Corporation, as Collateral Agent

Internal Address:

Street Address: 500 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60661

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship Delaware
☐ Other Citizenship

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)

3. Nature of conveyance:

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached.

B. Trademark Registration No.(s)

See attached.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name:

Internal Address:

Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Phone Number:

Fax Number:

Email Address:

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number 50-3155

Authorized User Name Federal Research

9. Signature: Sharon S. Patterson — Signature

1-19-05 — Date

Sharon S. Patterson — Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH $740.00 603155 76436416

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARKS

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

Trademark	Registration Number	Registration Date
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
Reshuvenation	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

Trademark	Registration Number	Registration Date
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**

Trademark Applied For	Trademark Application Number	Trademark Application Filing Date
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

AGREEMENT REGARDING AGENCY RESIGNATION, APPOINTMENT AND ACCEPTANCE

This Agreement Regarding Agency Resignation, Appointment and Acceptance (this "Agreement") is entered into as of January 14, 2005 by and among Implus Footcare, LLC ("Borrower"), Heller Financial, Inc. ("Heller"), General Electric Capital Corporation ("GECC") and certain Banks (as defined below) party hereto.

RECITALS

WHEREAS, Heller, as Agent, GECC, as a Bank, and certain other Banks are party 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, the parties hereto desire that GECC replace Heller as Agent and as Issuing Bank under the Credit Agreement and the other Loan Documents; and

WHEREAS, the parties hereto desire to consent to such replacement;

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

1. Agency Succession; Issuing Bank Succession.

(a) Pursuant to Section 13.7 of the Credit Agreement, (i) effective immediately (but subject to the satisfaction of all conditions precedent set forth in this Agreement), Heller resigns as Agent under the Credit Agreement and the other Loan Documents (Heller, in such capacity as retiring Agent, is referred to herein as "Retiring Agent"), with each of the parties hereto waiving the thirty (30) day notice requirement provided for in Section 13.7 of the Credit Agreement, (ii) Required Banks appoint GECC as successor Agent under the Credit Agreement and the other Loan Documents (GECC, in such capacity as successor Agent, is referred to herein as "Successor Agent") and (iii) Successor Agent accepts its appointment as successor Agent under the Credit Agreement and the other Loan Documents.

(b) (i) Effective immediately (but subject to the satisfaction of all conditions precedent set forth in this Agreement), Heller resigns as Issuing Bank under the Credit Agreement and the other Loan Documents, (ii) Required Banks appoint GECC as successor Issuing Bank under the Credit Agreement and the other Loan Documents and (iii) GECC accepts its appointment as successor Issuing Bank under the Credit Agreement and the other Loan Documents.

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(c) In connection with the agency succession described in the foregoing clause (a), without the need for any further action and effective immediately (but subject to the satisfaction of all conditions precedent set forth in this Agreement), (i) Successor Agent shall succeed to and become vested with all of the rights, powers, privileges and duties of Retiring Agent under the Credit Agreement and the other Loan Documents, (ii) Retiring Agent's appointment, powers, privileges and duties as Agent under the Credit Agreement and the other Loan Documents shall terminate, (iii) the provisions of the Credit Agreement set forth in Section 13.5 of the Credit Agreement 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 Credit Agreement and the other Loan Documents, (iv) each of Retiring Agent and Borrower 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, (v) Retiring Agent agrees to promptly deliver to Successor Agent any tangible personal Collateral securing the Liabilities that is currently in the possession of Retiring Agent (such as stock certificates, notes and the like) and (vi) each of Retiring Agent and Borrower agrees, upon the reasonable request of Successor Agent, to take, at the expense of Borrower, such additional actions and to execute and deliver such other documents and instruments as Successor Agent may reasonably request to effect Successor Agent's succession as Agent under the Credit Agreement and the other Loan Documents.

2. Assignment of Liens. As a supplement to and in no way in limitation of the provisions of Section 1 hereof, Retiring Agent hereby assigns all liens and security interests in the Collateral 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.

3. Condition Precedent. The effectiveness of this Agreement shall be subject to the condition precedent that each party hereto shall have duly authorized, executed and delivered this Agreement.

4. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

5. 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.

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

7. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS (WITHOUT REGARDS TO CONFLICTS OF LAW PRINCIPLES).

[signatures follow]

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

IMPLUS FOOTCARE, LLC, as Borrower

By: _____
Name: Seth Richards
Title: CEO

GENERAL ELECTRIC CAPITAL CORPORATION, as Successor Agent and a Bank

By: _____
Name: _____
Title: Duly Authorized Signatory

HELLER FINANCIAL, INC., as Retiring Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

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

IMPLUS FOOTCARE, LLC, as Borrower

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION, as Successor Agent and a Bank

By: _____
Name: David Eberson, VP
Title: Duly Authorized Signatory

HELLER FINANCIAL, INC., as Retiring Agent

By: _____
Name: David Eberson, VP
Title: Duly Authorized Signatory