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		05/12/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	299 Park Avenue
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78550673	KICKX
Serial Number:	76626342	APARA

OP $65.00 78550673

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher c/o Goldberg Kohn
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5107.005
NAME OF SUBMITTER:	Nancy Brougher

Signature:	/njb/
Date:	05/15/2006

Total Attachments: 8
source=Implus Footcare IP Security Agreement#page1.tif
source=Implus Footcare IP Security Agreement#page2.tif
source=Implus Footcare IP Security Agreement#page3.tif
source=Implus Footcare IP Security Agreement#page4.tif
source=Implus Footcare IP Security Agreement#page5.tif
source=Implus Footcare IP Security Agreement#page6.tif
source=Implus Footcare IP Security Agreement#page7.tif
source=Implus Footcare IP Security Agreement#page8.tif

AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of May 12, 2006, by IMPLUS FOOTCARE, LLC, a Delaware limited liability company ("**Grantor**"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as agent for the Lender Parties (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, the Grantor and Yaktrax LLC, a Delaware limited liability company ("Yaktrax" and collectively with Grantor, "Borrowers"), have entered into an Amended and Restated Credit Agreement dated as of the date hereof (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, Borrowers;

WHEREAS, the Grantor and Yaktrax have entered into an Amended and Restated 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, Grantor is required to execute and deliver to Collateral Agent, for the ratable benefit of the Lender Parties, this Agreement, which Agreement amends and restates that certain Patent and Trademark Security Agreement, dated as of January 31, 2001 among Grantor and Collateral Agent; and

WHEREAS, pursuant to the terms of the Security Agreement, 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 Grantor, including all right, title and interest of 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 Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Collateral Agent, for the benefit of Collateral Agent and the Lender Parties, a continuing security interest in all of 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 exclusive Trademark License to which Grantor is a party as licensee listed on

TRADEMARK
REEL: 003308 FRAME: 0486

Schedule I annexed hereto, together with all goodwill associated therewith;

3. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule I 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 exclusive Patent License to which Grantor is a party as licensee 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 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**");

Notwithstanding the foregoing, the Trademark Collateral shall exclude all applications for registration of Trademarks filed on an intent-to-use basis until a Statement of Use has been filed with respect to such Trademark.

Grantor authorized and requests that the Commissioner of Patents and Trademarks record this Agreement.

This security interest is granted coextensively, concurrently and in conjunction with the security interests granted to Collateral Agent pursuant to the Security Agreement. 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 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 their respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

TRADEMARK
REEL: 003308 FRAME: 0487

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 11th day of May, 2006.

IMPLUS FOOTCARE, LLC

By _____
Title CEO

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

By _____
Title _____

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 10th day of May, 2006.

IMPLUS FOOTCARE, LLC

By _____
Title _____

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

By _____
Title Michael P. King
Managing Director

SCHEDULE 1
to
AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARKS

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date
AIRPLUS	U.S.	Registered	1,833,029	4/26/04
APARA	U.S.	Pending	76/626342	12/30/04
ATHLETE'S PLUS	U.S.	Registered	2,076,366	7/1/97
COMFORT WITH EVERY STEP	U.S.	Registered	1,718,317	9/22/92
DESIGN ONLY	U.S.	Registered	1,706,874	8/11/92
DESIGN ONLY (SWIZZLE)	U.S.	Registered	1,818,954	2/1/94
FIT HAPPENS	U.S.	Registered	3,043,372	1/17/06
FITSYS	U.S.	Registered	3,056,876	2/7/06
GEL CLEANER 3-IN-1	U.S.	Registered	3,061,500	2/28/06
GEL SKI	U.S.	Registered	2,719,530	5/27/03
HYDRO-LOGIX	U.S.	Pending (Currently suspended by PTO)	78/437,045	6/17/04
IMPLEX	U.S.	Registered	2,301,661	12/21/99
IMPLUS	U.S.	Registered	1,784,485	7/27/93
IMPLUS	U.S.	Registered	1,734,078	11/17/92
IMPLUS	U.S.	Registered	1,865,781	12/6/94
IMPLUS	U.S.	Registered	1,881,060	2/28/95
IMPLUS	U.S. State-North Carolina	Registered	T-16431	5/30/01
INVISIGEL	U.S.	Registered	2,912,370	12/21/04
KICKX	U.S.	Pending	78/550673	1/20/05
POWERZORB	U.S.	Registered	2,872,335	8/10/04

Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date
PROFESSIONALS' CHOICE	U.S.	Registered	2,632,702	10/8/02
SOF AIRR	U.S.	Registered	1,973,191	5/7/96
SOF AND DESIGN	U.S.	Registered	1,784,200	7/27/93
SOF BOOT	U.S.	Registered	2,059,422	5/6/97
SOF COMFORT	U.S.	Registered	2,197,206	10/20/98
SOF GEL	U.S.	Registered	2,061,496	5/13/97
SOF MOTION CONTROL	U.S.	Registered	2,535,197	2/5/02
SOF SOCCER	U.S.	Registered	2,061,497	5/13/97
SOF SOLE	U.S.	Registered	2,868,609	8/3/04
SOF SOLE	U.S.	Registered	1,699,999	7/7/92
SOF SOLE	U.S.	Registered	2,686,473	2/11/03
SOF SOLE	U.S.	Registered	2,862,346	7/13/04
SOF SPORT	U.S.	Registered	1,704,265	7/28/92
STABLE TRAC	U.S.	Registered	3,053,389	1/31/06
THINLINE	U.S.	Registered	1,886,059	3/28/95
THINVENT & DESIGN	U.S.	Registered	2,894,775	10/19/04
ULTRA ARCH	U.S.	Registered	2,320,918	2/22/00

FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date
AIRPLUS	Canada	Registered	TMA608490	4/26/04
AIRPLUS	European Community	Registered	2996494	1/27/05
AIRPLUS	South Korea	Registered	595242	10/7/04
GELASTIC	Japan	Registered	4285460	6/18/99
IMPLUS	Australia	Registered	585488	8/31/92
IMPLUS	Brazil	Registered	820501301	11/3/99
IMPLUS	Brazil	Registered	820501310	11/3/99

Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date
IMPLUS	Canada	Registered	TMA419043	10/29/93
IMPLUS	European Union	Registered	3030715	6/7/04
IMPLUS	Germany	Registered	2,090,411	9/2/92
IMPLUS	Italy	Registered	644,324	9/30/92
IMPLUS	Japan	Registered	3148011	4/30/96
IMPLUS	Sweden	Registered	253,595	11/26/96
IMPLUS	United Kingdom	Registered	1,526,605	7/15/94
IMPLUS	United Kingdom	Registered	1,530,695	7/8/94
IMPLUS*	France	Registered	92/435,533	9/28/02
IMPLUS*	Spain	Registered	1,735,819	12/16/92
IMPLUS*	Spain	Registered	1,735,818	12/16/92
IMPLUS*	Spain	Registered	1,735,820	12/16/92
INTELLI-GEL	Japan	Registered	4,384,819	5/19/00
SOF SOLE	Canada	Registered	TMA612607	6/10/04
SOF SOLE	European Community	Registered	2996379	1/25/05
SOF SOLE	Japan	Registered	4821220	11/26/04
SOF SOLE	South Korea	Pending	2004-45016	10/6/04
SOF SOLE	South Korea	Pending	2004-45015	10/6/04
SOF SOLE	South Korea	Registered	595241	10/7/04
SOF SOLE	South Korea	Registered	595243	10/7/04
SOF SOLE	South Korea	Registered	595244	10/7/04

* Record owner is Implus Corporation, predecessor to Implus Footcare LLC

EXCLUSIVE TRADEMARK LICENSES TO WHICH GRANTOR IS PARTY AS LICENSEE

None.

SCHEDULE 2
to
AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

U.S. PATENTS AND PATENT APPLICATIONS

Patent Title	Country	Status	Application No.	Filing Date
Matching accessories and method of coordinating and selling same	U.S.	Published	10/834709	4/29/04
Product classification system and method for retail sales	U.S.	Published	10/628547	7/28/03

EXCLUSIVE PATENT LICENSES TO WHICH GRANTOR IS PARTY AS LICENSEE

None.