

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:	Golub Capital Incorporated, as Collateral Agent
Street Address:	551 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	1833029	AIRPLUS
Serial Number:	76626342	APARA
Registration Number:	2076366	ATHLETE'S PLUS
Registration Number:	1718317	COMFORT WITH EVERY STEP
Registration Number:	1706874	
Registration Number:	1818954	
Registration Number:	3043372	FIT HAPPENS
Registration Number:	3056876	FITSYS
Registration Number:	3061500	GEL CLEANER 3 IN 1 JOSH B. WE BOUNCE LAM SPOME NO JASH 15R
Registration Number:	2719530	GEL SKIN
Serial Number:	78437045	HYDRO-LOGIX
Registration Number:	2301661	IMPLEX
Registration Number:	1784485	IMPLUS

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Registration Number:	1734078	IMPLUS
Registration Number:	1865781	IMPLUS
Registration Number:	1881060	IMPLUS
Registration Number:	2912370	INVISIGEL
Serial Number:	78550673	KICKX
Registration Number:	2872335	POWER ZORB
Registration Number:	2632702	PROFESSIONALS' CHOICE
Registration Number:	1973191	SOF AIRR
Registration Number:	1784200	SOF
Registration Number:	2059422	SOF BOOT
Registration Number:	2197206	SOF COMFORT
Registration Number:	2061496	SOF GEL
Registration Number:	2535197	SOF MOTION CONTROL
Registration Number:	2061497	SOF SOCCER
Registration Number:	2868609	SOF SOLE
Registration Number:	1699999	SOF SOLE
Registration Number:	2686473	SOF SOLE
Registration Number:	2862346	SOF SOLE
Registration Number:	1704265	SOF SPORT
Registration Number:	3053389	STABLE TRAC
Registration Number:	1886059	THINLINE
Registration Number:	2894775	THINVENT
Registration Number:	2320918	ULTRA ARCH

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: One International Place
Address Line 2: Proskauer Rose LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	31199/025
NAME OF SUBMITTER:	Christine Slattery
Signature:	/s/ Christine Slattery

TRADEMARK

REEL: 003310 FRAME: 0802

Date:

05/17/2006

Total Attachments: 10

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PATENT AND TRADEMARK
SECURITY AGREEMENT

THIS 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 GOLUB CAPITAL INCORPORATED, in its capacity as agent for the Lenders (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 a Second Lien Credit Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "**Credit Agreement**") with Golub Capital Incorporated, in its capacity as agent for the lenders from time to time party thereto (such lenders, together with their respective successors and assigns, collectively, the "**Lenders**" and individually, each a "**Lender**"), and pursuant to which such Lenders have agreed to make loans to Borrowers;

WHEREAS, the Grantor and Yaktrax have 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 Lenders are secured;

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

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Collateral Agent, for the benefit of Collateral Agent and the Lenders, 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 Lenders, 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 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.

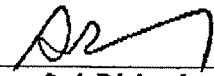
Notwithstanding anything contained herein to the contrary, all terms, conditions and provisions of this Agreement are subject to the terms, conditions and provisions of the Intercreditor Agreement and the rights of the First Lien Agent (for the benefit of itself and the First Lien Lenders) thereunder, and the security interests and the liens granted hereunder are subject to the terms of the Intercreditor Agreement. Upon the Payment in Full (as defined in the Intercreditor Agreement) of the Senior Debt, this agreement and the liens and

the security interests created hereunder for the benefit of the Collateral Agent and the rights and privileges of the Collateral Agent evidenced hereby shall no longer be subordinated pursuant to the terms of the Intercreditor 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 12th day of May, 2006.

IMPLUS FOOTCARE, LLC

By 
Name: Seth Richards
Title: Chief Executive Officer

[Second Lien Patent and Trademark Security Agreement]

TRADEMARK

REEL: 003310 FRAME: 0807

STATE OF New York)
COUNTY OF New York) SS

On this 11th day of May, 2006, 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, 2009


[Second Lien Patent and Trademark Security Agreement]

TRADEMARK

REEL: 003310 FRAME: 0808

Acknowledged:

GOLUB CAPITAL INCORPORATED, as Collateral Agent

By: 
Name: Gregory W. Cashman
Title: Chief Investment Officer

[Second Lien Patent and Trademark Security Agreement – Implus]

TRADEMARK
REEL: 003310 FRAME: 0809

SCHEDULE 1
to
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
PROFESSIONALS' CHOICE	U.S.	Registered	2,632,702	10/8/02

Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date
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
IMPLUS	Canada	Registered	TMA419043	10/29/93

Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date
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
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.