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
Yaktrax 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: 1

Property Type	Number	Word Mark
Registration Number:	2311832	YAKTRAX

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/

OP $40.00 2311832

Date:	05/22/2006

Total Attachments: 6
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of May 16, 2006, by YAKTRAX 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 Implus Footcare, LLC, a Delaware limited liability company ("Implus" 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 Implus 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; 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 Schedule I annexed hereto, together with all goodwill associated therewith;

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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]

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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.

YAKTRAX 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.

YAKTRAX LLC

By _____
Title _____

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

By _____
Title _____ Michael P. King
Managing Director

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARKS

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Mark	Status	Registration No.	Registration Date
U.S.	Yaktrax	Registered	2311832	January 25, 2000

FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Mark	Status	Registration No.	Registration Date
European Comm.	Yaktrax	Registered	2938041	April 29, 2004

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

Country	Title	Patent Number	Issuance Date
United States	Traction augmentation device	5,909,945	June 8, 1999

FOREIGN PATENTS AND PATENT APPLICATIONS

Country	Title	Patent Number	Issuance Date
Austria	Traction Augmentation Device	0 902 628 (E)	January 19, 2005
Belgium	Traction Augmentation Device	0 902 628 (E)	January 19, 2005
Switzerland	Traction Augmentation Device	0 902 628 (E)	January 19, 2005
Germany	Traction Augmentation Device	696 34 210.3	January 19, 2005
Denmark	Traction Augmentation Device	0 902 628 (E)	January 19, 2005
Spain	Traction Augmentation Device	0 902 628 (E)	January 19, 2005
Finland	Traction Augmentation Device	0 902 628 (E)	January 19, 2005
France	Traction Augmentation Device	0 902 628 (E)	January 19, 2005
United Kingdom	Traction Augmentation Device	0 902 628 (E)	January 19, 2005
Italy	Traction Augmentation Device	0 902 628 (E)	January 19, 2005
The Netherlands	Traction Augmentation Device	0 902 628 (E)	January 19, 2005
Sweden	Traction Augmentation Device	0 902 628 (E)	January 19, 2005

EXCLUSIVE PATENT LICENSES TO WHICH GRANTOR IS PARTY AS LICENSEE

None.