

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:	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: 1			
Property Type	Number	Word Mark	
Registration Number:	2311832	YAKTRAX	
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

CH \$40.00 2311832

Date:

05/25/2006

Total Attachments: 8

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PATENT AND TRADEMARK
SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of May 12, 2006, by YAKTRAX 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 Implus Footcare, LLC, a Delaware limited liability company ("Implus" 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 Implus 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.

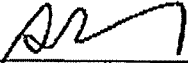
Notwithstanding anything contained herein to the contrary, all terms, conditions and provisions of this Agreement are subject to the terms, conditions and provisions of the Intercreditor Agreement and the rights of the First Lien Agent (for the benefit of itself and the First Lien Lenders) thereunder, 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.

YAKTRAX LLC

By 
Name: Seth Richards
Title: Chief Executive Officer

[Second Lien Patent and Trademark Security Agreement - Yaktrax]

TRADEMARK

REEL: 003316 FRAME: 0215

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 Yaktrax 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. 01TA8063307
Qualified in Nassau County
Commission Expires August 27, 2009

[Second Lien Patent and Trademark Security Agreement - Yaktrax]

Acknowledged:

GOLUB CAPITAL INCORPORATED, as Collateral Agent

By: 

Name: Gregory W. Cashman

Title: Chief Investment Officer

[Second Lien Patent and Trademark Security Agreement – Yaktrax]

TRADEMARK
REEL: 003316 FRAME: 0217

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.