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		07/27/2007	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
Registration Number:	1540059	SNEAKER BALLS
Registration Number:	1583278	

OP $65.00 1540059

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 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5107.005
NAME OF SUBMITTER:	Nancy Brougher

Signature:	/njb/
Date:	08/03/2007

Total Attachments: 18
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AMENDMENT NO. 1 TO
AMENDED AND RESTATED PATENT AND TRADEMARK
SECURITY AGREEMENT

THIS AMENDMENT NO. 1 ("**Amendment**") to that certain Amended and Restated Patent and Trademark Security Agreement dated as of May 12, 2006 (the "**Agreement**"), made 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 ("**Collateral Agent**"), is made as of July 27, 2007.

WHEREAS, Grantor, as a Borrower, certain affiliates of Grantor, as Borrowers, the financial institutions party thereto from time to time and Agent, for the benefit of Agent and such financial institutions, are parties to a certain Amended and Restated Credit Agreement dated May 12, 2006 (as amended or otherwise modified from time to time, the "**Credit Agreement**"; capitalized terms used herein without definition having the meanings assigned thereto in the Credit Agreement), and other related loan documents dated as of May 12, 2006 (collectively, with the Credit Agreement, and as amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide, among other things, (i) for such financial institutions to, from time to time, extend credit to, and issue or participate in letters of credit for the account of, Borrowers, including Grantor and (ii) for the grant by Grantor to Collateral Agent, for the benefit of itself and such financial intuitions, of a security interest in substantially all of Grantor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and certain licenses of Grantor(the "**Intellectual Property**");

WHEREAS, the Agreement was duly recorded in the United States Patent and Trademark Office on May 15,2006, Reel/Frame 017618/0011 and Reel/Frame 003308/0484, in the form attached hereto as Exhibit A;

WHEREAS, since the date of the Grantor's execution of the Agreement, the Grantor has acquired interests in certain additional Intellectual Property; and

WHEREAS, the Grantor has agreed to amend the Agreement to confirm the inclusion of such additional Intellectual Property;

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

1. Schedule 1. Schedule 1 as referred to in the Agreement is supplemented and amended in the form of the Schedule 1 that is attached hereto.

2. Schedule 2. Schedule 2 as referred to in the Agreement is supplemented and amended in the form of the Schedule 2 that is attached hereto.

TRADEMARK
REEL: 003593 FRAME: 0927

3. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Agreement shall remain in full force and effect as executed.

TRADEMARK
REEL: 003593 FRAME: 0928

IN WITNESS WHEREOF, the Grantor and Collateral Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

IMPLUS FOOTCARE, LLC

By _____
Its CEO

Agreed and Accepted this 27th day of July, 2007

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

By _____
Its _____

THIS INSTRUMENT PREPARED BY AND AFTER FILING RETURN TO:

Michael C. Hainen, Esq.
Goldberg, Kohn, Bell, Black, Rosenbloom & Moritz, Ltd.
55 East Monroe, Suite 3300
Chicago, Illinois 60603

TRADEMARK
REEL: 003593 FRAME: 0929

IN WITNESS WHEREOF, the Grantor and Collateral Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

IMPLUS FOOTCARE, LLC

By_____
Its_____

Agreed and Accepted this 27th day of July, 2007

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

By
Its Duly Authorized Signatory

THIS INSTRUMENT PREPARED BY AND AFTER FILING RETURN TO:

Michael C. Hainen, Esq.
Goldberg, Kohn, Bell, Black, Rosenbloom & Moritz, Ltd.
55 East Monroe, Suite 3300
Chicago, Illinois 60603

EXHIBIT A
COPY OF RECORDED AGREEMENT

(see attached)

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

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: 003593 FRAME: 0933

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 _____
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 12th day of May, 2006.

IMPLUS FOOTCARE, LLC

By _____
Title _____

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

By _____
Title Michael P. King
Managing Director

STATE OF New York)
) ss
COUNTY OF New York)

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

Signature Page to Patent and Trademark Security Agreement (Implus)

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.

TRADEMARK
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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
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EXCLUSIVE PATENT LICENSES TO WHICH GRANTOR IS PARTY AS LICENSEE

None.

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark Reg. No.	Date
1540059	05/23/89
1583278	02/20/90

TRADEMARK
REEL: 003593 FRAME: 0943

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT REGISTRATIONS

Mark Reg. No.	Date
D345788	04/05/94