

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:	Golub Capital Incorporated, as Collateral Agent		
Street Address:	551 Madison Ave.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1540059	SNEAKER BALLS	
Registration Number:	1583278		
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:	/Christine Slattery/		

CH \$65.00 1540059

Date:

08/22/2007

Total Attachments: 30

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**AMENDMENT NO. 1 TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 ("**Amendment**") to that certain 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 GOLUB CAPITAL INCORPORATED, in its capacity as agent for the Lender ("**Collateral Agent**"), is made as of July 27, 2007.

WHEREAS, Grantor, as a Borrower, certain affiliates of Grantor, as Borrowers, the lenders thereto from time to time (the "**Lenders**") and Golub Capital Incorporated, as agent for the Lenders, are parties to a certain Second Lien Credit Agreement dated as of 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 (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 Lenders to extend credit to Borrowers, including Grantor and (ii) for the grant by Grantor to Collateral Agent, for the benefit of itself and such Lenders, 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 17, 2006 (i) with respect to the Trademarks (as defined in the Security Agreement) on Reel/Frame 003310/0801 and (ii) with respect to Patents (as defined in the Security Agreement) on Reel/Frame 017632/0487, 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 to include the Intellectual Property set forth on Schedule 1 that is attached hereto.
2. Schedule 2. Schedule 2 as referred to in the Agreement is supplemented and amended to include the Intellectual Property set forth on Schedule 2 that is attached hereto.
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.

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.

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 AM
Its CEO

Agreed and Accepted this ___ day of July, 2007

GOLUB CAPITAL INCORPORATED,
as Collateral Agent

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

[Signature Page to Amendment No. 1 to Patent and Trademark Security Agreement]

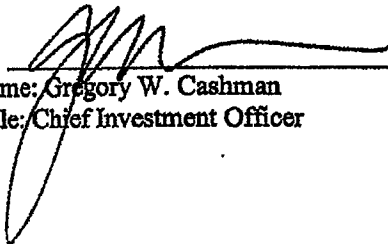
IN WITNESS WHEREOF, the Grantor and Collateral Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

IMPLUS FOOTCARE, LLC

By _____
Its _____

Agreed and Accepted this 27th day of July,
2007

GOLUB CAPITAL INCORPORATED,
as Collateral Agent

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

[Signature Page to Amendment No. 1 to Patent and Trademark Security Agreement]

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

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

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT REGISTRATIONS

Reg. No.	Date
D345788	04/05/94

PATENT APPLICATIONS

Appl. No.	Date
11156799	06/20/05

EXHIBIT A
COPY OF RECORDED AGREEMENT

(see attached)

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 17, 2006

PTAS

500105258A

500105258A

CHRISTINE SLATTERY
ONE INTERNATIONAL PLACE
PROSKAUER ROSE LLP
BOSTON, MA 02110UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENTTHE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER
REFERENCED BELOW.PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350.
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/17/2006

REEL/FRAME: 017632/0487
NUMBER OF PAGES: 12BRIEF: SECURITY AGREEMENT
DOCKET NUMBER: 31199/025ASSIGNOR:
IMPLUS FOOTCARE, LLC

DOC DATE: 05/12/2006

ASSIGNEE:
GOLUB CAPITAL INCORPORATED, AS
COLLATERAL AGENT
551 MADISON AVENUE
NEW YORK, NEW YORK 10022

SERIAL NUMBER: 10834709

FILING DATE: 04/29/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: MATCHING ACCESSORIES AND METHOD OF COORDINATING AND SELLING SAME

017632/0487 PAGE 2

SERIAL NUMBER: 10628547

FILING DATE: 07/28/2003

PATENT NUMBER:

ISSUE DATE:

TITLE: PRODUCT CLASSIFICATION SYSTEM AND METHOD FOR RETAIL SALES

JEEVON JONES, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

05/17/2006
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Implus Footcare, LLC	05/12/2006
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
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	10834709
Application Number:	10628547
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
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**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 17, 2006

PTAS

900049166A***900049166A***

CHRISTINE SLATTERY
ONE INTERNATIONAL PLACE
PROSKAUER ROSE LLP
BOSTON, MA 02110

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/17/2006

REEL/FRAME: 003310/0801
NUMBER OF PAGES: 13BRIEF: SECURITY INTEREST
DOCKET NUMBER: 31199/025

ASSIGNOR:

IMPLUS FOOTCARE, LLC

DOC DATE: 05/12/2006
CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY
COMPANY

ASSIGNEE:

GOLUB CAPITAL INCORPORATED, AS
COLLATERAL AGENT
551 MADISON AVENUE
NEW YORK, NEW YORK 10022CITIZENSHIP: NEW YORK
ENTITY: CORPORATION

003310/0801 PAGE 2

APPLICATION NUMBER: 76626342
REGISTRATION NUMBER:

FILING DATE: 12/30/2004
ISSUE DATE:

MARK: APARA

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 78437045
REGISTRATION NUMBER:

FILING DATE: 06/17/2004
ISSUE DATE:

MARK: HYDRO-LOGIX

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 78550673
REGISTRATION NUMBER:

FILING DATE: 01/20/2005
ISSUE DATE:

MARK: KICKX

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 74194077
REGISTRATION NUMBER: 1833029

FILING DATE: 08/12/1991
ISSUE DATE: 04/26/1994

MARK: AIRPLUS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75016279
REGISTRATION NUMBER: 2076366

FILING DATE: 10/30/1995
ISSUE DATE: 07/01/1997

MARK: ATHLETE'S PLUS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74233398
REGISTRATION NUMBER: 1718317

FILING DATE: 12/23/1991
ISSUE DATE: 09/22/1992

MARK: COMFORT WITH EVERY STEP

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74142781
REGISTRATION NUMBER: 1706874

FILING DATE: 02/27/1991
ISSUE DATE: 08/11/1992

MARK:

DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 74369289
REGISTRATION NUMBER: 1818954

FILING DATE: 03/19/1993
ISSUE DATE: 02/01/1994

MARK:

DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 76567817
REGISTRATION NUMBER: 3043372

FILING DATE: 12/31/2003
ISSUE DATE: 01/17/2006

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

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APPLICATION NUMBER: 76602046
REGISTRATION NUMBER: 3056876

FILING DATE: 07/12/2004
ISSUE DATE: 02/07/2006

MARK: FITSYS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 76502571
REGISTRATION NUMBER: 3061500

FILING DATE: 03/31/2003
ISSUE DATE: 02/28/2006

MARK: GEL CLEANER 3 IN 1 JOSH B. WE BOUNCE LAM

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75435416
REGISTRATION NUMBER: 2719530

FILING DATE: 02/17/1998
ISSUE DATE: 05/27/2003

MARK: GEL SKIN

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75490783
REGISTRATION NUMBER: 2301661

FILING DATE: 05/26/1998
ISSUE DATE: 12/21/1999

MARK: IMPLEX

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74222181
REGISTRATION NUMBER: 1784485

FILING DATE: 11/18/1991
ISSUE DATE: 07/27/1993

MARK: IMPLUS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74140908
REGISTRATION NUMBER: 1734078

FILING DATE: 02/20/1991
ISSUE DATE: 11/17/1992

MARK: IMPLUS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74406285
REGISTRATION NUMBER: 1865781

FILING DATE: 06/28/1993
ISSUE DATE: 12/06/1994

MARK: IMPLUS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74369300
REGISTRATION NUMBER: 1881060

FILING DATE: 03/19/1993
ISSUE DATE: 02/28/1995

MARK: IMPLUS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76548793
REGISTRATION NUMBER: 2912370

FILING DATE: 10/03/2003
ISSUE DATE: 12/21/2004

MARK: INVISIGEL

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

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APPLICATION NUMBER: 76457949
REGISTRATION NUMBER: 2872335

FILING DATE: 10/03/2002
ISSUE DATE: 08/10/2004

MARK: POWER ZORB

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 76085467
REGISTRATION NUMBER: 2632702

FILING DATE: 07/10/2000
ISSUE DATE: 10/08/2002

MARK: PROFESSIONALS' CHOICE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74369643
REGISTRATION NUMBER: 1973191

FILING DATE: 03/19/1993
ISSUE DATE: 05/07/1996

MARK: SOF AIRR

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74280513
REGISTRATION NUMBER: 1784200

FILING DATE: 05/27/1992
ISSUE DATE: 07/27/1993

MARK: SOF

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75128726
REGISTRATION NUMBER: 2059422

FILING DATE: 06/25/1996
ISSUE DATE: 05/06/1997

MARK: SOF BOOT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75248901
REGISTRATION NUMBER: 2197206

FILING DATE: 02/27/1997
ISSUE DATE: 10/20/1998

MARK: SOF COMFORT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75128724
REGISTRATION NUMBER: 2061496

FILING DATE: 06/25/1996
ISSUE DATE: 05/13/1997

MARK: SOF GEL

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75550055

FILING DATE: 09/08/1998

MARK: SOF MOTION CONTROL

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75128727

FILING DATE: 06/25/1996

REGISTRATION NUMBER: 2061497

ISSUE DATE: 05/13/1997

MARK: SOF SOCCER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

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APPLICATION NUMBER: 76492553

FILING DATE: 02/26/2003

REGISTRATION NUMBER: 2868609

ISSUE DATE: 08/03/2004

MARK: SOF SOLE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74004991

FILING DATE: 11/24/1989

REGISTRATION NUMBER: 1699999

ISSUE DATE: 07/07/1992

MARK: SOF SOLE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76413215

FILING DATE: 05/28/2002

REGISTRATION NUMBER: 2686473

ISSUE DATE: 02/11/2003

MARK: SOF SOLE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76528603

FILING DATE: 07/09/2003

REGISTRATION NUMBER: 2862346

ISSUE DATE: 07/13/2004

MARK: SOF SOLE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74004985

FILING DATE: 11/24/1989

REGISTRATION NUMBER: 1704265

ISSUE DATE: 07/28/1992

MARK: SOF SPORT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 78436993

FILING DATE: 06/17/2004

REGISTRATION NUMBER: 3053389

ISSUE DATE: 01/31/2006

MARK: STABLE TRAC

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 74507405

FILING DATE: 03/31/1994

REGISTRATION NUMBER: 1886059

ISSUE DATE: 03/28/1995

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76537881
REGISTRATION NUMBER: 2894775

FILING DATE: 08/15/2003
ISSUE DATE: 10/19/2004

MARK: THINVENT

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75586703
REGISTRATION NUMBER: 2320918

FILING DATE: 11/12/1998
ISSUE DATE: 02/22/2000

MARK: ULTRA ARCH

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

003310/0801 PAGE 6

MARY BENTON, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

05/17/2006
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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

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]

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. 01TA0063307
Qualified in Nassau County
Commission Expires August 27, 2009

[Second Lien Patent and Trademark Security Agreement]

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: 003606 FRAME: 0613

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.