

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		05/19/2008	LIMITED LIABILITY COMPANY: DELAWARE
Yaktrax LLC		05/19/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative 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: 42

Property Type	Number	Word Mark
Registration Number:	1833029	AIRPLUS
Registration Number:	3097182	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
Registration Number:	3261959	HOKKZ

OP \$1065.00 1833029

Registration Number:	3301648	HYDRO-LOGIX
Registration Number:	2301661	IMPLEX
Registration Number:	1734078	IMPLUS
Registration Number:	1881060	IMPLUS
Registration Number:	1784485	IMPLUS
Registration Number:	1865781	IMPLUS
Registration Number:	2912370	INVISIGEL
Registration Number:	3141281	KICKX
Registration Number:	2872335	POWER ZORB
Registration Number:	2632702	PROFESSIONALS' CHOICE
Registration Number:	1784200	SOF
Registration Number:	1973191	SOF AIRR
Registration Number:	2197206	SOF COMFORT
Registration Number:	2061496	SOF GEL
Registration Number:	2535197	SOF MOTION CONTROL
Registration Number:	2686473	SOF SOLE
Registration Number:	1699999	SOF SOLE
Registration Number:	2868609	SOF SOLE
Registration Number:	2862346	SOF SOLE
Registration Number:	1704265	SOF SPORT
Registration Number:	1540059	SNEAKER BALLS
Registration Number:	1583278	
Registration Number:	3053389	STABLE TRAC
Registration Number:	2894775	THINVENT
Registration Number:	2320918	ULTRA ARCH
Registration Number:	3324249	WINTERTRAX
Serial Number:	78843034	BEAUTIFEET
Serial Number:	77094257	PRINTZ
Serial Number:	77385393	SNOWTRAX
Serial Number:	77135770	SOLE OF PERFORMANCE
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
Address Line 1: Goldberg Kohn
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5107.027
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	05/20/2008

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 19, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 19, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,
IMPLUS FOOTCARE, LLC,
as a Grantor

By: SM
Name: SETH RICHARDS
Title: CEO

YAKTRAX LLC,
as a Grantor

By: SM
Name: SETH RICHARDS
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

By: _____
Name: _____
Title: _____

(SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT)

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,
IMPLUS FOOTCARE, LLC,
as a Grantor


By: _____
Name: _____
Title: _____

YAKTRAX LLC,
as a Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

By: 
Name: Aditi Sirur Arofa
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

IMPLUS FOOTCARE, LLC

I. REGISTERED TRADEMARKS

UNITED STATES

Federal Trademark Registrations

AIRPLUS (U.S. Reg. No. 1,833,029)
APARA (U.S. Reg. No. 3,097,182)
ATHLETE'S PLUS (U.S. Reg. No. 2,076,366)
COMFORT WITH EVERY STEP (U.S. Reg. No. 1,718,317)
Design (silhouettes of athletes) (U.S. Reg. No. 1,706,874)
Design (zig-zag line) (U.S. Reg. No. 1,818,954)
FIT HAPPENS (U.S. Reg. No. 3,043,372)
FITSYS (U.S. Reg. No. 3,056,876)
GEL CLEANER 3 IN 1 (U.S. Reg. No. 3,061,500)
GEL SKIN (U.S. Reg. No. 2,719,530)
HOOKZ (U.S. Reg. No. 3,261,959)
HYDRO-LOGIX (U.S. Reg. No. 3,301,648)
IMPLEX (U.S. Reg. No. 2,301,661)
IMPLUS (U.S. Reg. No. 1,734,078)
IMPLUS (U.S. Reg. No. 1,881,060)
IMPLUS (U.S. Reg. No. 1,784,485)
IMPLUS (U.S. Reg. No. 1,865,781)
INVISIGEL (U.S. Reg. No. 2,912,370)
KICKX (U.S. Reg. No. 3,141,281)
POWER ZORB (U.S. Reg. No. 2,872,335)
PROFESSIONALS' CHOICE (U.S. Reg. No. 2,632,702)
SOF (U.S. Reg. No. 1,784,200)
SOF AIRR (U.S. Reg. No. 1,973,191)
SOF COMFORT (U.S. Reg. No. 2,197,206)
SOF GEL (U.S. Reg. No. 2,061,496)
SOF MOTION CONTROL (U.S. Reg. No. 2,535,197)
SOF SOLE (U.S. Reg. No. 2,686,473)
SOF SOLE (U.S. Reg. No. 1,699,999)
SOF SOLE (U.S. Reg. No. 2,868,609)
SOF SOLE (U.S. Reg. No. 2,862,346)
SOF SPORT (U.S. Reg. No. 1,704,265)
SNEAKER BALLS (U.S. Reg. No. 1,540,059)

SPHERICAL DESIGN WITH STRIPE (U.S. Reg. No. 1,583,278)
STABLE TRAC (U.S. Reg. No. 3,053,389)
THINVENT (U.S. Reg. No. 2,894,775)
ULTRA ARCH (U.S. Reg. No. 2,320,918)
WINTERTRAX (U.S. Reg. No. 3,324,249)

State Trademark Registrations

IMPLUS (North Carolina Reg. No. T-16431)

BRAZIL

IMPLUS (Reg. No. 820501310)
IMPLUS (Reg. No. 820501301)

CANADA

AIRPLUS (Reg. No. 608,490)
IMPLUS (Reg. No. 419,043)
SOF SOLE (Reg. No. 612,607)
SNEAKER BALLS (Reg. No. TMA444,436)
SPHERICAL DESIGN WITH STRIPE (Reg. No. TMA443,529)
WINTERTRAX (App. No. 1,329,696)

EUROPEAN UNION

AIRPLUS (Reg. No. 002996494)
IMPLUS (Reg. No. 003030715)
SOF SOLE (Reg. No. 002996379)
YAKTRAX (Reg. No. 002938041)

GERMANY

IMPLUS (Patent No. 2090411)

ITALY

IMPLUS (Reg. No. 644,324)

JAPAN

GELASTIC (Reg. No. 4285460)
IMPLUS (Reg. No. 3148011)
INTELLI-GEL (Reg. No. 4384819)
SOF SOLE (Reg. No. 4821220)
YAKTRAX (Reg. No. 5031326)

SOUTH KOREA

AIRPLUS and Korean character equivalent (Reg. No. 0595242)
SOF SOLE and Korean character equivalent (Reg. No. 0595244)
SOF SOLE and Korean character equivalent (Reg. No. 0595241)
SOF SOLE and Korean character equivalent (Reg. No. 0595243)
SOF SOLE (Reg. No. 0727857)

SWEDEN

IMPLUS (Reg. No. 253595)

UNITED KINGDOM

IMPLUS (Reg. No. 1,526,605)
IMPLUS (Reg. No. 1,530,695)
SNEAKER BALLS (App. No. 2471076)

2. TRADEMARK APPLICATIONS

UNITED STATES

BEAUTIFEET (App. No. 78/843,034)
BEAUTIFEET (App. No. 77/028,139)
HEEL SAVERS (App. No. 77/225,000)
PRINTZ (App. No. 77/094,257)
SNOWTRAX (App. No. 77/385,393)
SOLE OF PERFORMANCE (App. No. 77/135,770)
TRACTION 360 (App. No. 77/317,079)

CHINA

AIRPLUS (App. No. 5579878)
SOF SOLE (App. No. 5355717)
SOF SOLE (App. No. Pending)
YAKTRAX (App. No. 5579877)

SOUTH KOREA

SOF SOLE (App. No. 2004-45016)
SOF SOLE (App. No. 2004-45015)

UNITED KINGDOM

SPHERICAL DESIGN (App. No. 247107)

3. IP LICENSES

None.

Trademark Registrations

YAKTRAX LLC

1. REGISTERED TRADEMARKS

UNITED STATES

YAKTRAX (U.S. Reg. No. 2,311,832)

EUROPEAN UNION

YAKTRAX (Reg. No. 002938041)

JAPAN

YAKTRAX (Reg. No. 5031326)

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.

