

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		01/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
YAKTRAX LLC		01/29/2009	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: 4

Property Type	Number	Word Mark
Registration Number:	2997420	LITTLE HOTTIES
Registration Number:	3125971	KILL THE CHILL!
Serial Number:	77490789	WE STAND FOR COMFORT
Serial Number:	77225000	HEEL SAVERS

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

OP \$115.00 2997420

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 5107.027

NAME OF SUBMITTER: Nancy Brougher

Signature: /njb/

Date: 01/30/2009

Total Attachments: 4
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**AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 ("Amendment") to that certain Trademark Security Agreement dated as of May 19, 2008 (the "Security Agreement") 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, is made as of January 29, 2009.

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, in connection with the Credit Agreement, each Grantor and Agent entered into a Security Agreement dated as of May 19, 2008 (as it has been and may be further amended, restated, supplemented or otherwise modified from time to time), pursuant to which each Grantor granted to the Agent a security interest in substantially all of the Grantor's assets, including, without limitation, its trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and licenses (collectively, "Intellectual Property");

WHEREAS, the Security Agreement was duly recorded in the United States Patent and Trademark Office on May 20, 2008 at Reel 03780, Frame 0429;

WHEREAS, since the date of each Grantor's execution of the Security Agreement, the Grantors have acquired interests in certain specific Intellectual Property (the "New Intellectual Property"); and

WHEREAS, each Grantor has agreed to amend the Security Agreement to confirm the inclusion of such New 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 Security Agreement as follows:

1. Schedules. Schedule I as referred to in the Security Agreement is hereby supplemented by the schedule attached hereto.

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

IN WITNESS WHEREOF, each Grantor has caused this Amendment 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: Seth Richards
Title: Chief Executive Officer

YAKTRAX LLC,
as a Grantor

By: 
Name: Seth Richards
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Amendment 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

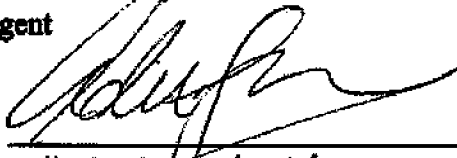
By: _____
Name: Seth Richards
Title: Chief Executive Officer

YAKTRAX LLC,
as a Grantor

By: _____
Name: Seth Richards
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

By: 
Name: ADITI SINGH
Title: ITS DULY AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT]

SUPPLEMENT TO SCHEDULE I
of the
Trademark Security Agreement

TRADEMARKS

Implus Footcare, LLC

Trademarks:

LITTLE HOTTIES®	U.S.	9/20/05	2,997,420
KILL THE CHILL!®	U.S.	8/8/06	3,125,971
LITTLE HOTTIES®	Canada	7/19/07	TMA692398
LITTLE HOTTIES WARMERS™	Canada	9/19/08	1411510
ACHING BACK RELIEF KIT™	Canada	6/14/06	1305501
WE STAND FOR COMFORT™	U.S.	6/4/08	77/490,789
HEEL SAVERS™	U.S.	7/9/07	77/225,000

Other:

Permission to use LITTLE HOTTIES for sales of heating products in UK Union Costco stores, through winter season 2009, per agreement with Hotties Thermal Packs, Ltd., per email correspondence between Adrian Fellows and Rick Wood of January 16, 2009 and January 19, 2009.