

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Highgear USA, Inc.		10/30/2009	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Implus Footcare, LLC
Street Address:	2001 TW Alexander Drive, Box 13925
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27709-3925
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	77158403	3AXIS
Registration Number:	2360814	HIGH GEAR
Registration Number:	2699964	TECHTRAIL
Registration Number:	2882373	SMART OUTDOOR PRODUCTS
Registration Number:	2795753	SMART OUTDOOR PRODUCTS
Registration Number:	2892644	HIGH GEAR
Registration Number:	2932379	HIGH GEAR
Registration Number:	2952734	ALTIWARE
Registration Number:	2859798	ALTITECH
Registration Number:	2945753	HIGH GEAR
Registration Number:	3079040	FITWARE
Registration Number:	3176816	WEAR YOUR HEART ON YOUR WRIST
Registration Number:	3041237	AERIAL
Registration Number:	3382554	ALTIFORCE

TRADEMARK

900147326

REEL: 004094 FRAME: 0163

CH \$365.00 77158403

CORRESPONDENCE DATA

Fax Number: (703)836-7419

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (703) 836-6620

Email: bryce.maynard@bipc.com

Correspondent Name: Bryce J. Maynard

Address Line 1: P.O. Box 1404

Address Line 4: Alexandria, VIRGINIA 22313-1404

NAME OF SUBMITTER:

Bryce J. Maynard

Signature:

/Bryce J. Maynard/

Date:

11/10/2009

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment agreement (“Trademark Assignment”) is entered into as of October 30, 2009, between Highgear USA, Inc., a corporation organized and existing under the laws of the State of North Carolina (“Assignor”), and Implus Footcare, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“Assignee”).

WHEREAS, Assignor owns certain trademarks and/or service marks, for which Assignor is the owner of record of all right, title and interest in and to the registrations and applications for same, as identified more specifically on Schedule 1;

WHEREAS, this Trademark Assignment is being entered into pursuant to that certain Asset Purchase Agreement dated on or about October 30, 2009 (the “Effective Date”), by and among Assignor, Assignee, Michael J. Hosey and Cynthia C. Hosey (the “APA”);

WHEREAS, Assignee desires to acquire, and Assignor is willing to assign to Assignee, all rights, title and interest in the Transferred Marks (as defined below).

FOR GOOD AND VALUABLE CONSIDERATION set forth in the APA, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree:

1. As of the Effective Date, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all right, title, and interest in, to and under the marks set forth in Schedule 1, including any and all goodwill associated therewith, all registrations therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto and all other rights associated with the portion of the ongoing and existing business to which these marks pertain; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the marks (the “Transferred Marks”).

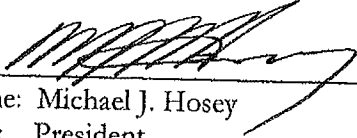
2. Assignor hereby agrees to execute, acknowledge and deliver any and all documents and to take such other and further actions as Assignee, in its reasonable discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Transferred Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Transferred Marks pertain, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Transferred Marks.

3. Assignor hereby authorizes and requests the U.S. Patents and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the owner of the Transferred Marks.

4. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the APA, the terms of the APA will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the APA.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed as of the Effective Date.

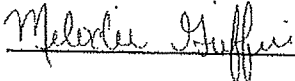
HIGHGEAR USA, INC.

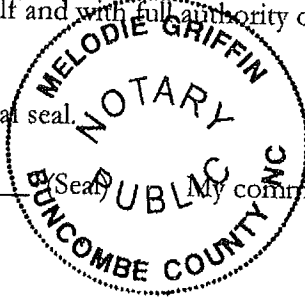
By: 
Name: Michael J. Hosey
Title: President

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF)

On this 30 day of October, 2009 there appeared before me Michael J. Hosey, personally known to me, who acknowledged that he or she signed the foregoing Trademark Assignment as his or her voluntary act and deed on behalf and with full authority of **HIGHGEAR USA, INC.**

WITNESS my hand and official seal.

Signature  (Seal) My commission expires 1/15/2012



IMPLUS FOOTCARE, LLC

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

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF)

On this _____ day of October, 2009 there appeared before me _____, personally known to me, who acknowledged that he or she signed the foregoing Trademark Assignment as his or her voluntary act and deed on behalf and with full authority of **IMPLUS FOOTCARE, LLC**

WITNESS my hand and official seal.

Signature _____ (Seal) My commission expires _____

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed as of the Effective Date.

HIGHGEAR USA, INC.

By: _____
Name: Michael J. Hosey
Title: President


STATE OF NORTH CAROLINA)
) SS.
COUNTY OF)

On this _____ day of October, 2009 there appeared before me _____, personally known to me, who acknowledged that he or she signed the foregoing Trademark Assignment as his or her voluntary act and deed on behalf and with full authority of **HIGHGEAR USA, INC.**

WITNESS my hand and official seal.

Signature _____ (Seal) My commission expires _____

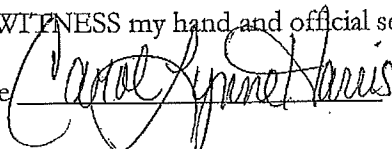
IMPLUS FOOTCARE, LLC

By: 
Name: Seth Richards
Title: Chief Executive Officer

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF WAKE)

On this 30th day of October, 2009 there appeared before me Seth Richards, personally known to me, who acknowledged that he or she signed the foregoing Trademark Assignment as his or her voluntary act and deed on behalf and with full authority of **IMPLUS FOOTCARE, LLC**

WITNESS my hand and official seal.

Signature  (Seal) My commission expires 5/26/2014

SCHEDULE 1**TRADEMARK APPLICATIONS AND REGISTRATIONS****Trademarks****Registrations**

Mark	Docket Number	Registration Number	Intl. Class	Country	Filing Date	Registration Date
HIGH GEAR	MJH-2	2,360,814	20	USA	October 15, 1998	June 20, 2000
TECHTRAIL	MJH-4	2,699,964	9	USA	March 22, 2002	March 25, 2003
TECHTRAIL	MJH-4-EUR	003825981	9,10 and 11	Europe	May 10, 2004	August 26, 2005
TECHTRAIL	MJH-4-SU	535 563	9,10,11 and 14	Switzerland	March 21, 2005	July 12, 2005
SMART OUTDOOR PRODUCTS Plus Design	MJH-5	2,882,373	9	USA	April 23, 2002	September 7, 2004
SMART OUTDOOR PRODUCTS Plus Design	MJH-6	2,795,753	11	USA	April 23, 2002	December 16, 2003
HIGH GEAR	MJH-8	2,892,644	9	USA	March 20, 2003	October 12, 2004
HIGH GEAR	MJH-8-AU	949290	9,11 and 26	Australia	April 2, 2003	March 31, 2005
HIGH GEAR	MJH-8-BR-9	826718604	9	Brazil	July 22, 2004	September 11, 2007 (Certificate not yet printed)
HIGH GEAR	MJH-8-BR-11	826718612	11	Brazil	July 22, 2004	September 11, 2007 (Certificate not yet printed)
HIGH GEAR	MJH-8-CA	TMA646437	n/a	Canada	July 8, 2004	August 23, 2005
HIGH GEAR	MJH-8-CH-11	5370129	11	China	May 23, 2006	May 7, 2009
HIGH GEAR	MJH-8-EUR	003112761	9 and 11	Europe	March 28, 2003	November 22, 2004
HIGH GEAR	MJH-8-IN-9	1424666	9	India	February 27, 2006	August 6, 2008
HIGH GEAR	MJH-8-JP	4905077	9	Japan	March 23, 2005	October 28, 2005
HIGH GEAR	MJH-8-KO	699126	9 and 11	South Korea	February 13, 2006	February 20, 2007
HIGH GEAR	MJH-8-NZ-9	676603	9	New Zealand	April 2, 2003	January 13, 2005
HIGH GEAR	MJH-8-NZ-11	676604	11	New Zealand	April 2, 2003	October 2, 2003
HIGH GEAR	MJH-8-NZ-20	676605	26	New Zealand	April 2, 2003	December 9, 2004
HIGH GEAR	MJH-8-SA-9	2004/12193	9	South Africa	July 20, 2004	April 18, 2008
HIGH GEAR	MJH-8-SA-11	2004/12194	11	South Africa	July 20, 2004	June 23, 2008
HIGH GEAR	MJH-8-SU	548 879	9	Switzerland	February 23, 2006	August 8, 2006
HIGH GEAR	MJH-9	2,932,379	11	USA	March 20, 2003	March 15, 2005
ALTIWARE	MJH-10	2,952,734	9	USA	July 24, 2003	May 17, 2005
ALTTTECH	MJH-11	2,859,798	9	USA	July 24, 2003	July 6, 2004
HIGH GEAR	MJH-12	2,945,753	10	USA	May 5, 2004	May 3, 2005
FITWARE	MJH-14	3,079,040	9 and 10	USA	December 28, 2004	April 11, 2006
WEAR YOUR HEART ON YOUR WRIST		3,176,816	9	USA	December 27, 2005	November 28, 2006
AERIAL		3,041,237	14	USA	November 16, 2004	January 10, 2006
ALTIFORCE		3,382,554	14	USA	December 21, 2006	February 12, 2008

Pending Applications

<u>Mark</u>	<u>Docket Number</u>	<u>Application Number</u>	<u>International Class</u>	<u>Country</u>	<u>Filing Date</u>
HIGH GEAR	MJH-8-CH-9	5370061	9	China	May 23, 2006
HIGH GEAR	MJH-13-CL	859672	14	Chile	April 1, 2009
3AXIS		77/158,403	9	USA	April 17, 2007