

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		12/18/2009	LIMITED LIABILITY COMPANY: DELAWARE
Yaktrax LLC		12/18/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as administrative agent
Street Address:	600 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	78781064	WEAR YOUR HEART ON YOUR WRIST
Serial Number:	78539122	FITWARE
Serial Number:	78517991	AERIAL
Serial Number:	77069276	ALTIFORCE
Serial Number:	76590549	HIGH GEAR
Serial Number:	76535235	ALTITECH
Serial Number:	76535228	ALTIWARE
Serial Number:	76498965	HIGH GEAR
Serial Number:	76498964	HIGH GEAR
Serial Number:	76400042	SMART OUTDOOR PRODUCTS
Serial Number:	76400041	SMART OUTDOOR PRODUCTS
Serial Number:	76386099	TECHTRAIL

OP \$340.00 78781064

900150302

**TRADEMARK
 REEL: 004116 FRAME: 0741**

Serial Number:

75570954

HIGH GEAR

CORRESPONDENCE DATA

Fax Number: (404)572-5134

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

Email: jhannon@kslaw.com

Correspondent Name: James M. Hannon

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

09631.015019

NAME OF SUBMITTER:

James M. Hannon

Signature:

/James M. Hannon/

Date:

12/18/2009

Total Attachments: 5

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**AMENDMENT NO. 2 TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 2 ("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 December 18, 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 Agent, 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, in connection with the Security Agreement, each Grantor and Agent entered into Amendment No. 1 to the Trademark Security Agreement dated as of January 29, 2009, to cover interests in certain specific Intellectual Property acquired by the Grantors, which was duly recorded in the United States Patent and Trademark office on January 30, 2009 at Reel 003927, Frame 0186;

WHEREAS, since the date of each Grantor's execution of Amendment No. 1 to the Trademark Security Agreement, the Grantors have acquired interests in certain specific Intellectual Property (the "New Intellectual Property"); and

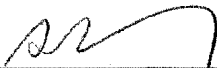
WHEREAS, each Grantor has agreed to amend the Security Agreement to confirm the inclusion of such New Intellectual Property;

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:

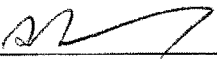
1. Schedules. Schedule I as referred to in the Security Agreement is hereby supplemented by the schedule attached hereto.
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Security Agreement shall remain in full force and effect as executed.

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.

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: Darryl Jacobson
Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004116 FRAME: 0745

**SUPPLEMENT NO. 2 TO SCHEDULE 1
OF THE
TRADEMARK SECURITY AGREEMENT**

A. Registered Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Serial No.</u>	<u>Country</u>
WEAR YOUR HEART ON YOUR WRIST	3,176,816	78/781,064	U.S.A.
FITWARE	3,079,040	78/539,122	U.S.A.
AERIAL	3,041,237	78/517,991	U.S.A.
ALTIFORCE	3,382,554	77/069,276	U.S.A.
HIGH GEAR	2,945,753	76/590,549	U.S.A.
ALTITECH	2,859,798	76/535,235	U.S.A.
ALTIWARE	2,952,734	76/535,228	U.S.A.
HIGH GEAR	2,932,379	76/498,965	U.S.A.
HIGH GEAR	2,892,644	76/498,964	U.S.A.
SMART OUTDOOR PRODUCTS	2,795,753	76400042	U.S.A.
SMART OUTDOOR PRODUCTS	2,882,373	76400041	U.S.A.
TECHTRAIL	2,699,964	76/386,099	U.S.A.
HIGH GEAR	2,360,814	75/570,954	U.S.A.
HIGH GEAR	949290		Australia
HIGH GEAR	826718604		Brazil
HIGH GEAR	826718612		Brazil
HIGH GEAR	TMA646437		Canada
HIGH GEAR	5370129		China
HIGH GEAR	003112761		European Union
TECHTRAIL	003825981		European Union
HIGH GEAR	1424666		India
HIGH GEAR	4905077		Japan
HIGH GEAR	676603		New Zealand
HIGH GEAR	676604		New Zealand
HIGH GEAR	676605		New Zealand
HIGH GEAR	2004/12193		South Africa
HIGH GEAR	2004/12194		South Africa

HIGH GEAR	699126		South Korea
HIGH GEAR	548879		Switzerland
TECHTRAIL	535563		Switzerland

B. Trademark Applications for Registration

<u>Mark</u>	<u>Serial No.</u>	<u>Country</u>
YAKTRAX	1329697	Canada
HIGH GEAR	859672	Chile
HIGH GEAR	5370061	China