

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		10/31/2011	LIMITED LIABILITY COMPANY: DELAWARE
Yaktrax LLC		10/31/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 80

Property Type	Number	Word Mark
Registration Number:	3734624	3AXIS
Registration Number:	3041237	AERIAL
Registration Number:	1833029	AIRPLUS
Registration Number:	3382554	ALTIFORCE
Registration Number:	2859798	ALTITECH
Registration Number:	2952734	ALTIWARE
Registration Number:	3097182	APARA
Registration Number:	2076366	ATHLETE'S PLUS
Registration Number:	3587168	BEAUTIFEET
Registration Number:	3056445	BODYREV
Registration Number:	3071962	BODYREV
Registration Number:	3066762	BODYREV

OP \$2015.00 3734624

Registration Number:	3080629	BODYREV
Registration Number:	1718317	COMFORT WITH EVERY STEP
Registration Number:	3694353	DEFINE YOURSELF
Registration Number:	1706874	
Registration Number:	1818954	
Registration Number:	3079040	FITWARE
Registration Number:	3056876	FITSYS
Registration Number:	3061500	GEL CLEANER 3 IN 1 JOSH B. WE BOUNCE LAM SPOME NO JASH 15R
Registration Number:	3595648	HEEL SAVERS
Registration Number:	2360814	HIGH GEAR
Registration Number:	2892644	HIGH GEAR
Registration Number:	2932379	HIGH GEAR
Registration Number:	2945753	HIGH GEAR
Registration Number:	3261959	HOOKZ
Registration Number:	3301648	HYDRO-LOGIX
Registration Number:	1734078	IMPLUS
Registration Number:	1881060	IMPLUS
Registration Number:	1784485	IMPLUS
Registration Number:	1865781	IMPLUS
Registration Number:	3141281	KICKX
Registration Number:	3125971	KILL THE CHILL!
Registration Number:	2997420	LITTLE HOTTIES
Registration Number:	3775405	LITTLE HOTTIES
Registration Number:	3716577	MOBILE UNIT
Registration Number:	3491094	PRINTZ
Registration Number:	3508080	PERFECT ABSTRAPS
Registration Number:	3803742	PERFECT CARDIO
Registration Number:	3990316	PERFECT CORE
Registration Number:	3993920	PERFECT CORE-BALL
Registration Number:	3667526	PERFECT FITNESS
Registration Number:	3708392	PERFECT HANDLES
Registration Number:	3803543	PERFECT PULLUP
Registration Number:	3714218	PERFECT PULLUP
Registration Number:	3300090	PERFECT PUSHUP

Registration Number:	3667157	PERFECT SITUP
Registration Number:	3517654	PERFECT POWER
Registration Number:	3962071	PERFECT.WORKOUT
Registration Number:	4023671	POWER BALL
Registration Number:	2632702	PROFESSIONALS' CHOICE
Registration Number:	3508078	REV 8
Registration Number:	3508079	REV 10
Registration Number:	3805864	SKITRAX
Registration Number:	1540059	SNEAKER BALLS
Registration Number:	3738596	SNOW TRAX
Registration Number:	1784200	SOF
Registration Number:	1973191	SOF AIRR
Registration Number:	2197206	SOF COMFORT
Registration Number:	2061496	SOF GEL
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:	3542465	SOLE OF PERFORMANCE
Registration Number:	1583278	
Registration Number:	3053389	STABLE TRAC
Registration Number:	3843676	THE TAILGATER
Registration Number:	2699964	TECHTRAIL
Registration Number:	3712600	TRACTION 360
Registration Number:	3517655	TURN ON YOUR STRENGTH
Registration Number:	2320918	ULTRA ARCH
Registration Number:	3687283	V2
Registration Number:	3649714	WE STAND FOR COMFORT
Registration Number:	3176816	WEAR YOUR HEART ON YOUR WRIST
Registration Number:	3324249	WINTERTRAX
Registration Number:	3939787	XTR
Registration Number:	2311832	YAKTRAX
Serial Number:	85404234	YAKTRAX

Fax Number: (404)572-5134
Email: jhannon@kslaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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:	09631.009181
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	11/01/2011

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2011, is made by each of the entities listed on the signature pages hereof in favor of General Electric Capital Corporation, as 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 October 31, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among IHC Holding Corp., a Delaware corporation, IHC Intermediate Holding Corp., a Delaware corporation, Implus Corporation, a Delaware corporation, Implus Footcare, LLC, a Delaware limited liability company, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and the Agent, as Revolver Agent and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 31, 2011, in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the 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 Borrower 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, 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.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any intent-to-use Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

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 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 Grantor

By: 

Name: Todd R. Vore

Title: President and Secretary

YAKTRAX LLC
as Grantor

By: 

Name: Todd R. Vore

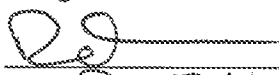
Title: President and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004652 FRAME: 0231

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: David Indelicato
Title: Duty Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

State of North Carolina)
County of Durham)

ss.

On this 31st day of October, 2011 before me personally appeared Todd R. Vore, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Implus Footcare, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its sole member and that he acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public

**S. Ann Marraccini
Notary Public
Person County, NC**

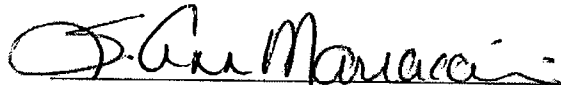
**S. Ann Marraccini
Notary Public
Person County, NC**

ACKNOWLEDGMENT OF GRANTOR

State of North Carolina)
County of Durham)

ss.

On this 31st day of October, 2011 before me personally appeared Todd R. Vore, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Yaktrax LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its sole member and that he acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public

**S. Ann Marraccini
Notary Public
Person County, NC**

SCHEDULE 1

Trademarks

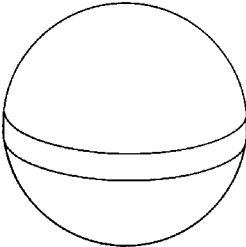
A. Registered Trademarks

Mark	Jurisdiction	App. No./ Filing Date	Reg. No./ Reg. Date	Status
3AXIS	U.S. Federal	77/158403 4/17/2007	3734624 1/5/2010	Registered
AERIAL	U.S. Federal	78/517991 11/16/2004	3041237 1/10/2006	Registered
AIRPLUS	U.S. Federal	74/194077 8/12/1991	1833029 4/26/1994	Registered
ALTIFORCE	U.S. Federal	77/069276 12/21/2006	3382554 2/12/2008	Registered
ALTITECH	U.S. Federal	76/535235 7/24/2003	2859798 7/6/2004	Registered
ALTIWARE	U.S. Federal	76/535228 7/24/2003	2952734 5/17/2005	Registered
APARA	U.S. Federal	76/626342 12/30/2004	3097182 5/30/2006	Registered
ATHLETE'S PLUS	U.S. Federal	75/016279 10/30/1995	2076366 7/1/1997	Registered
BEAUTIFEET	U.S. Federal	78/843034 3/22/2006	3587168 3/10/2009	Registered
BODYREV	U.S. Federal	78/402009 4/14/2004	3056445 1/31/2006	Registered
BODYREV	U.S. Federal	78/402015 4/14/2004	3071962 3/21/2006	Registered
BODYREV & Design BODYREV	U.S. Federal	78/425691 5/26/2004	3066762 3/7/2006	Registered
BODYREV & Design BODYREV	U.S. Federal	78/425716 5/26/2004	3080629 4/11/2006	Registered
COMFORT WITH EVERY STEP	U.S. Federal	74/233398 12/23/1991	1718317 9/22/1992	Registered
DEFINE YOURSELF	U.S. Federal	77/534896 7/30/2008	3694353 10/6/2009	Registered

Mark	Jurisdiction	App. No./ Filing Date	Reg. No./ Reg. Date	Status
Design Only 	U.S. Federal	74/142781 2/27/1991	1706874 8/11/1992	Registered
Design Only 	U.S. Federal	74/369289 3/19/1993	1818954 2/1/1994	Registered
FITWARE	U.S. Federal	78/539122 12/28/2004	3079040 4/11/2006	Registered
FITSYS	U.S. Federal	76/602046 7/12/2004	3056876 2/7/2006	Registered
GEL CLEANER 3 IN 1 JOSH B. WE BOUNCE LAM SPOME NO JASH 15R & Design 	U.S. Federal	76/502571 3/31/2003	3061500 2/28/2006	Registered
HEEL SAVERS	U.S. Federal	77/225000 7/9/2007	3595648 3/24/2009	Registered
HIGH GEAR	U.S. Federal	75/570954 10/15/1998	2360814 6/20/2000	Registered
HIGH GEAR	U.S. Federal	76/498964 3/20/2003	2892644 10/12/2004	Registered
HIGH GEAR	U.S. Federal	76/498965 3/20/2003	2932379 3/15/2005	Registered
HIGH GEAR	U.S. Federal	76/590549 5/5/2004	2945753 5/3/2005	Registered
HOOKZ	U.S. Federal	78/423112 5/21/2004	3261959 7/10/2007	Registered
HYDRO-LOGIX	U.S. Federal	78/437045 6/17/2004	3301648 10/2/2007	Registered
IMPLUS	U.S. Federal	74/140908 2/20/1991	1734078 11/17/1992	Registered

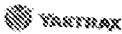
Mark	Jurisdiction	App. No./ Filing Date	Reg. No./ Reg. Date	Status
IMPLUS	U.S. Federal	74/369300 3/19/1993	1881060 2/28/1995	Registered
IMPLUS	U.S. Federal	74/222181 11/18/1991	1784485 7/27/1993	Registered
IMPLUS	U.S. Federal	74/406285 6/28/1993	1865781 12/6/1994	Registered
KICKX	U.S. Federal	78/550673 1/20/2005	3141281 9/12/2006	Registered
KILL THE CHILL!	U.S. Federal	78/564781 2/10/2005	3125971 8/8/2006	Registered
LITTLE HOTTIES	U.S. Federal	78/399093 4/8/2004	2997420 9/20/2005	Registered
LITTLE HOTTIES	U.S. Federal	77/467269 5/6/2008	3775405 4/13/2010	Registered
MOBILE UNIT	U.S. Federal	77/571270 9/16/2008	3716577 11/24/2009	Registered
PRINTZ	U.S. Federal	77/094257 1/30/2007	3491094 8/26/2008	Registered
PERFECT ABSTRAPS	U.S. Federal	77/404847 2/25/2008	3508080 9/30/2008	Registered
PERFECT CARDIO	U.S. Federal	77/460157 4/28/2008	3803742 6/15/2010	Registered
PERFECT CORE	U.S. Federal	77/247984 8/6/2007	3990316 7/5/2011	Registered
PERFECT.CORE-BALL & Design	U.S. Federal	85/202000 12/20/2010	3993920 7/12/2011	Registered
PERFECT FITNESS	U.S. Federal	77/460168 4/28/2008	3667526 8/11/2009	Registered
PERFECT HANDLES	U.S. Federal	77/716574 4/17/2009	3708392 11/10/2009	Registered
PERFECT PULLUP	U.S. Federal	77/144577 3/30/2007	3803543 6/15/2010	Registered

Mark	Jurisdiction	App. No./ Filing Date	Reg. No./ Reg. Date	Status
PERFECT PULLUP & Design PERFECT * PULLUP	U.S. Federal	77/602193 10/28/2008	3714218 11/24/2009	Registered
PERFECT PUSHUP	U.S. Federal	78/918973 6/28/2006	3300090 9/25/2007	Registered
PERFECT SITUP	U.S. Federal	77/144592 3/30/2007	3667157 8/11/2009	Registered
PERFECT POWER	U.S. Federal	77/248055 8/6/2007	3517654 10/14/2008	Registered
PERFECT.WORKOUT	U.S. Federal	77/248156 8/6/2007	3962071 5/17/2011	Registered
POWER BALL	U.S. Federal	85/065549 6/17/2010	4023671 9/6/2011	Registered
PROFESSIONALS' CHOICE	U.S. Federal	76/085467 7/10/2000	2632702 10/8/2002	Registered
REV 8	U.S. Federal	77/404829 2/25/2008	3508078 9/30/2008	Registered
REV 10	U.S. Federal	77/404835 2/25/2008	3508079 9/30/2008	Registered
SKITRAX	U.S. Federal	77/790362 7/27/2009	3805864 6/22/2010	Registered
SNEAKER BALLS	U.S. Federal	73/754477 9/27/1988	1540059 5/23/1989	Registered
SNOW TRAX	U.S. Federal	77/385393 1/31/2008	3738596 1/19/2010	Registered
SOF & Design 	U.S. Federal	74/280513 5/27/1992	1784200 7/27/1993	Registered
SOF AIRR	U.S. Federal	74/369643 3/19/1993	1973191 5/7/1996	Registered
SOF COMFORT	U.S. Federal	75/248901 2/27/1997	2197206 10/20/1998	Registered

Mark	Jurisdiction	App. No./ Filing Date	Reg. No./ Reg. Date	Status
SOF GEL	U.S. Federal	75/128724 6/25/1996	2061496 5/13/1997	Registered
SOF SOLE	U.S. Federal	76/413215 5/28/2002	2686473 2/11/2003	Registered
SOF SOLE	U.S. Federal	74/004991 11/24/1989	1699999 7/7/1992	Registered
SOF SOLE	U.S. Federal	76/492553 2/26/2003	2868609 8/3/2004	Registered
SOF SOLE	U.S. Federal	76/528603 7/9/2003	2862346 7/13/2004	Registered
SOF SPORT	U.S. Federal	74/004985 11/24/1989	1704265 7/28/1992	Registered
SOLE OF PERFORMANCE	U.S. Federal	77/135770 3/20/2007	3542465 12/9/2008	Registered
BAND DESIGN 	U.S. Federal	73/785721 3/10/1989	1583278 2/20/1990	Registered
STABLE TRAC	U.S. Federal	78/436993 6/17/2004	3053389 1/31/2006	Registered
THE TAILGATER	U.S. Federal	77/716894 4/18/2009	3843676 9/7/2010	Registered
TECHTRAIL	U.S. Federal	76/386099 3/22/2002	2699964 3/25/2003	Registered
TRACTION 360	U.S. Federal	77/317079 10/30/2007	3712600 11/17/2009	Registered
TURN ON YOUR STRENGTH	U.S. Federal	77/248109 8/6/2007	3517655 10/14/2008	Registered
ULTRA ARCH	U.S. Federal	75/586703 11/12/1998	2320918 2/22/2000	Registered
V2	U.S. Federal	77/572370 9/17/2008	3687283 9/22/2009	Registered

Mark	Jurisdiction	App. No./ Filing Date	Reg. No./ Reg. Date	Status
WE STAND FOR COMFORT	U.S. Federal	77/490789 6/4/2008	3649714 7/7/2009	Registered
WEAR YOUR HEART ON YOUR WRIST	U.S. Federal	78/781064 12/27/2005	3176816 11/28/2006	Registered
WINTERTRAX	U.S. Federal	78/884217 5/16/2006	3324249 10/30/2007	Registered
XTR	U.S. Federal	77/950338 3/4/2010	3939787 4/5/2011	Registered
YAKTRAX	U.S. Federal	75/634289 2/8/1999	2311832 1/25/2000	Registered
IMPLUS	North Carolina		T-16431 5/30/2001	Registered

B. Trademark Applications

Mark	Jurisdiction	App. No./ Filing Date	Reg. No./ Reg. Date	Status
YAKTRAX & Design 	U.S. Federal	85/404234 8/22/2011		Pending