

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel 3780, Frame 0429; Reel 3927, Frame 0186; and Reel 4116, Frame 0741

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		10/31/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Implus Footcare, LLC
Street Address:	399 Park Avenue, 15th Floor
Internal Address:	c/o Trilantic Capital Partners
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Yaktrax LLC
Street Address:	399 Park Avenue, 15th Floor
Internal Address:	c/o Trilantic Capital Partners
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Registration Number:	3041237	AERIAL
Registration Number:	1833029	AIRPLUS
Registration Number:	3382554	ALTIFORCE
Registration Number:	2859798	ALTITECH
Registration Number:	2952734	ALTIWARE

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**TRADEMARK
 REEL: 004652 FRAME: 0342**

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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:	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:	2719530	GEL SKIN
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:	2301661	IMPLEX
Registration Number:	1734078	IMPLUS
Registration Number:	1784485	IMPLUS
Registration Number:	1865781	IMPLUS
Registration Number:	1881060	IMPLUS
Registration Number:	2912370	INVISIGEL
Registration Number:	3141281	KICKX
Registration Number:	3125971	KILL THE CHILL!
Registration Number:	2997420	LITTLE HOTTIES
Registration Number:	2872335	POWER ZORB
Registration Number:	2632702	PROFESSIONALS' CHOICE
Registration Number:	2795753	SMART OUTDOOR PRODUCTS
Registration Number:	2882373	SMART OUTDOOR PRODUCTS
Registration Number:	1540059	SNEAKER BALLS
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:	1699999	SOF SOLE
Registration Number:	2686473	SOF SOLE
Registration Number:	2862346	SOF SOLE
Registration Number:	2868609	SOF SOLE
Registration Number:	1704265	SOF SPORT
Registration Number:	1583278	
Registration Number:	3053389	STABLE TRAC
Registration Number:	2699964	TECHTRAIL
Registration Number:	2894775	THINVENT
Registration Number:	2320918	ULTRA ARCH
Registration Number:	3176816	WEAR YOUR HEART ON YOUR WRIST
Registration Number:	3324249	WINTERTRAX
Registration Number:	2311832	YAKTRAX
Serial Number:	78843034	BEAUTIFEET
Serial Number:	77028139	BEAUTIFEET
Serial Number:	77225000	HEEL SAVERS
Serial Number:	77094257	PRINTZ
Serial Number:	77385393	SNOW TRAX
Serial Number:	77135770	SOLE OF PERFORMANCE
Serial Number:	77317079	TRACTION 360
Serial Number:	77490789	WE STAND FOR COMFORT

CORRESPONDENCE DATA

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

TRADEMARK

REEL: 004652 FRAME: 0344

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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of October 31, 2011, from General Electric Capital Corporation, a Delaware corporation, in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuers and the other Secured Parties (each as defined in the Credit Agreement, dated as of May 19, 2008 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") in favor of Implus Footcare, LLC, a Delaware limited liability company located at 2001 TW Alexander Drive, Box 13925, Durham, NC 27709 ("Implus"), and Yaktrax LLC, a Delaware limited liability company located at 2001 TW Alexander Drive, Box 13925, Durham, NC 27709 ("Yaktrax" and, together with Implus, collectively the "Grantors").

WITNESSETH:

WHEREAS, pursuant to the Guaranty and Security Agreement, dated as of May 19, 2008, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Trademark Security Agreement, dated as of May 19, 2008, in favor of the Agent (the "Trademark Security Agreement"), the Amendment No. 1 to Trademark Security Agreement, dated as of January 29, 2009, in favor of the Agent (the "First Amendment"), and the Amendment No. 2 to Trademark Security Agreement, dated as of December 18, 2009, in favor of the Agent (the "Second Amendment" and, together with the Trademark Security Agreement and the First Amendment, the "Trademark Security Agreements"), a continuing first priority security interest (the "Security Interest") was granted by the Grantors to the Agent in all of each Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement) and the New Intellectual Property (as defined in the First Amendment and the Second Amendment);

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office ("USPTO") on Reel 003780, Frame 0429 on May 20, 2008;

WHEREAS, the First Amendment was recorded with the Assignment Division of the USPTO on Reel 003927, Frame 0186 on January 30, 2009;

WHEREAS, the Second Amendment was recorded with the Assignment Division of the USPTO on Reel 4116, Frame 0741 on December 18, 2009; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral and the New Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral and the New Intellectual Property pursuant to the Trademark Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Trademark Security Agreements.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral and the New Intellectual Property, including, without

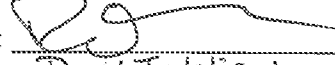
limitation, the Trademarks listed in Exhibit I attached hereto. Any and all right, title or interest of the Agent in, to and under such Trademark Collateral and New Intellectual Property and all proceeds thereof, including, without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral and New Intellectual Property and any and all causes of action which may exist by reason of infringement of the Trademark Collateral or the New Intellectual Property, shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by the Grantors to effect the release of the Security Interest in the Trademark Collateral and the New Intellectual Property contemplated hereby.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name: *David Indelicato*

Title: *Duly Authorized Signatory*

**EXHIBIT I TO
TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

A. Registered Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg.Date</u>	<u>Serial No.</u>	<u>Country</u>	<u>Owner</u>
HIGH GEAR	949290			Australia	Implus Footcare, LLC
HIGH GEAR	826718604			Brazil	Implus Footcare, LLC
HIGH GEAR	826718612			Brazil	Implus Footcare, LLC
IMPLUS	820501301			Brazil	Implus Footcare, LLC
IMPLUS	820501310			Brazil	Implus Footcare, LLC
AIRPLUS	608,490			Canada	Implus Footcare, LLC
HIGH GEAR	TMA646437			Canada	Implus Footcare, LLC
IMPLUS	419,043			Canada	Implus Footcare, LLC
LITTLE HOTTIES	TMA692398	7/19/07		Canada	Implus Footcare, LLC
SNEAKER BALLS	TMA444,436			Canada	Implus Footcare, LLC
SOF SOLE	612,607			Canada	Implus Footcare, LLC
SPHERICAL DESIGN WITH STRIPE	TMA443,529			Canada	Implus Footcare, LLC
HIGH GEAR	5370129			China	Implus Footcare, LLC
AIRPLUS	002996494			European Union	Implus Footcare, LLC
HIGH GEAR	003112761			European Union	Implus Footcare, LLC
IMPLUS	003030715			European Union	Implus Footcare, LLC
SOF SOLE	002996379			European Union	Implus Footcare, LLC
TECHTRAIL	003825981			European Union	Implus Footcare, LLC
YAKTRAX	002938041			European Union	Implus Footcare, LLC
YAKTRAX	002938041			European Union	Yaktrax LLC
IMPLUS	2090411			Germany	Implus Footcare, LLC

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg.Date</u>	<u>Serial No.</u>	<u>Country</u>	<u>Owner</u>
HIGH GEAR	1424666			India	Implus Footcare, LLC
IMPLUS	644,324			Italy	Implus Footcare, LLC
GELASTIC	4285460			Japan	Implus Footcare, LLC
HIGH GEAR	4905077			Japan	Implus Footcare, LLC
IMPLUS	3148011			Japan	Implus Footcare, LLC
INTELLI-GEL	4384819			Japan	Implus Footcare, LLC
SOF SOLE	4821220			Japan	Implus Footcare, LLC
YAKTRAX	5031326			Japan	Implus Footcare, LLC
YAKTRAX	5031326			Japan	Yaktrax LLC
HIGH GEAR	676603			New Zealand	Implus Footcare, LLC
HIGH GEAR	676604			New Zealand	Implus Footcare, LLC
HIGH GEAR	676605			New Zealand	Implus Footcare, LLC
HIGH GEAR	2004/12194			South Africa	Implus Footcare, LLC
HIGH GEAR	2004/12193			South Africa	Implus Footcare, LLC
AIRPLUS and Korean character equivalent	0595242			South Korea	Implus Footcare, LLC
HIGH GEAR	699126			South Korea	Implus Footcare, LLC
SOF SOLE	0727857			South Korea	Implus Footcare, LLC
SOF SOLE and Korean character equivalent	0595241			South Korea	Implus Footcare, LLC
SOF SOLE and Korean character equivalent	0595243			South Korea	Implus Footcare, LLC
SOF SOLE and Korean character equivalent	0595244			South Korea	Implus Footcare, LLC
IMPLUS	253595			Sweden	Implus Footcare, LLC
HIGH GEAR	548879			Switzerland	Implus Footcare, LLC
TECHTRAIL	535563			Switzerland	Implus Footcare, LLC
AERIAL	3,041,237	1/10/06	78/517,991	U.S.A.	Implus Footcare, LLC

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg.Date</u>	<u>Serial No.</u>	<u>Country</u>	<u>Owner</u>
AIRPLUS	1833029	4/26/94	74/194,077	U.S.A.	Implus Footcare, LLC
ALTIFORCE	3,382,554	2/12/08	77/069,276	U.S.A.	Implus Footcare, LLC
ALTITECH	2,859,798	7/6/04	76/535,235	U.S.A.	Implus Footcare, LLC
ALTIWARE	2,952,734	5/17/05	76/535,228	U.S.A.	Implus Footcare, LLC
APARA	3097182	5/30/06	76/626,342	U.S.A.	Implus Footcare, LLC
ATHLETE'S PLUS	2,076,366	7/1/97	75/016,279	U.S.A.	Implus Footcare, LLC
COMFORT WITH EVERY STEP	1,718,317	9/22/92	74/233,398	U.S.A.	Implus Footcare, LLC
Design	1,706,874	8/11/92	74/142,781	U.S.A.	Implus Footcare, LLC
Design	1,818,954	2/1/94	74/369,289	U.S.A.	Implus Footcare, LLC
FIT HAPPENS	3,043,372	1/17/06	76/567,817	U.S.A.	Implus Footcare, LLC
FITWARE	3,079,040	4/11/06	78/539,122	U.S.A.	Implus Footcare, LLC
FITSYS	3,056,876	2/7/06	76/602,046	U.S.A.	Implus Footcare, LLC
GEL CLEANER 3 IN 1	3,061,500	2/28/06	76/502,571	U.S.A.	Implus Footcare, LLC
GEL SKIN	2,719,530	5/27/03	75/435,416	U.S.A.	Implus Footcare, LLC
HIGH GEAR	2,360,814	6/20/00	75/570,954	U.S.A.	Implus Footcare, LLC
HIGH GEAR	2,892,644	10/12/04	76/498,964	U.S.A.	Implus Footcare, LLC
HIGH GEAR	2,932,379	3/15/05	76/498,965	U.S.A.	Implus Footcare, LLC
HIGH GEAR	2,945,753	5/3/05	76/590,549	U.S.A.	Implus Footcare, LLC
HOOKZ	3,261,959	7/10/07	78/423,112	U.S.A.	Implus Footcare, LLC
HYDRO-LOGIX	3,301,648	10/2/07	78/437,045	U.S.A.	Implus Footcare, LLC
IMPLEX	2,301,661	12/21/99	75/490,783	U.S.A.	Implus Footcare, LLC
IMPLUS	1,734,078	11/17/92	74/140,908	U.S.A.	Implus Footcare, LLC
IMPLUS	1,784,485	7/27/93	74/222,181	U.S.A.	Implus Footcare, LLC
IMPLUS	1,865,781	12/6/94	74/406,285	U.S.A.	Implus Footcare, LLC

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg.Date</u>	<u>Serial No.</u>	<u>Country</u>	<u>Owner</u>
IMPLUS	1,881,060	2/28/95	74/369,300	U.S.A.	Implus Footcare, LLC
INVISIGEL	2,912,370	12/21/04	76/548,793	U.S.A.	Implus Footcare, LLC
KICKX	3,141,281	9/12/06	78/550,673	U.S.A.	Implus Footcare, LLC
KILL THE CHILL	3,125,971	8/8/06	78/564,781	U.S.A.	Implus Footcare, LLC
LITTLE HOTTIES	2,997,420	9/20/05	78/339,093	U.S.A.	Implus Footcare, LLC
POWER ZORB	2,872,335	8/10/04	76/457,949	U.S.A.	Implus Footcare, LLC
PROFESSIONALS' CHOICE	2,632,702	10/8/02	76/085,467	U.S.A.	Implus Footcare, LLC
SMART OUTDOOR PRODUCTS	2,795,753	12/16/03	76/400,042	U.S.A.	Implus Footcare, LLC
SMART OUTDOOR PRODUCTS	2,882,373	9/7/04	76/400,041	U.S.A.	Implus Footcare, LLC
SNEAKER BALLS	1,540,059	5/23/89	73/754,477	U.S.A.	Implus Footcare, LLC
SOF	1,784,200	7/27/93	74/280,513	U.S.A.	Implus Footcare, LLC
SOF AIRR	1,973,191	5/7/96	74/369,643	U.S.A.	Implus Footcare, LLC
SOF COMFORT	2,197,206	10/20/98	75/248,901	U.S.A.	Implus Footcare, LLC
SOF GEL	2,061,496	5/13/97	75/128,724	U.S.A.	Implus Footcare, LLC
SOF MOTION CONTROL	2,535,197	2/5/02	75/550,055	U.S.A.	Implus Footcare, LLC
SOF SOLE	1,699,999	7/7/92	74/004,991	U.S.A.	Implus Footcare, LLC
SOF SOLE	2,686,473	2/11/03	76/413,215	U.S.A.	Implus Footcare, LLC
SOF SOLE	2,862,346	7/13/04	76/528,603	U.S.A.	Implus Footcare, LLC
SOF SOLE	2,868,609	8/3/04	76/492,553	U.S.A.	Implus Footcare, LLC
SOF SPORT	1,704,265	7/28/92	74/004,985	U.S.A.	Implus Footcare, LLC
SPHERICAL DESIGN WITH STRIPE	1,583,278	2/20/90	73/785,721	U.S.A.	Implus Footcare, LLC
STABLE TRAC	3,053,389	1/31/06	78/436,993	U.S.A.	Implus Footcare, LLC
TECHTRAIL	2,699,964	3/25/03	76/386,099	U.S.A.	Implus Footcare, LLC
THINVENT	2,894,775	10/19/04	76/537,881	U.S.A.	Implus Footcare, LLC

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg.Date</u>	<u>Serial No.</u>	<u>Country</u>	<u>Owner</u>
ULTRA ARCH	2,320,918	2/22/00	75/586,703	U.S.A.	Implus Footcare, LLC
WEAR YOUR HEART ON YOUR WRIST	3,176,816	11/28/06	78/781,064	U.S.A.	Implus Footcare, LLC
WINTERTRAX	3,324,249	10/30/07	78/884,217	U.S.A.	Implus Footcare, LLC
YAKTRAX	2,311,832	1/25/00	75/634,289	U.S.A.	Yaktrax LLC
IMPLUS	1,526,605			United Kingdom	Implus Footcare, LLC
IMPLUS	1,530,695			United Kingdom	Implus Footcare, LLC

B. Trademark Applications for Registration

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>Country</u>	<u>Owner</u>
ACHING BACK RELIEF KIT	1305501	6/14/06	Canada	Implus Footcare, LLC
LITTLE HOTTIES WARNERS	1411510	9/19/08	Canada	Implus Footcare, LLC
WINTERTRAX	1,329,696		Canada	Implus Footcare, LLC
YAKTRAX	1329697		Canada	Yaktrax LLC
HIGH GEAR	859672		Chile	Implus Footcare, LLC
AIRPLUS	5579878		China	Implus Footcare, LLC
HIGH GEAR	5370061		China	Implus Footcare, LLC
SOF SOLE	5355717		China	Implus Footcare, LLC
YAKTRAX	5579877		China	Implus Footcare, LLC
SOF SOLE	2004-45016		South Korea	Implus Footcare, LLC
SOF SOLE	2004-45015		South Korea	Implus Footcare, LLC
BEAUTIFEET	78/843,034	3/22/06	U.S.A.	Implus Footcare, LLC
BEAUTIFEET	77/028,139	10/24/06	U.S.A.	Implus Footcare, LLC
HEEL SAVERS	77/225,000	7/9/07	U.S.A.	Implus Footcare, LLC
HEEL SAVERS	77/225,000	7/9/07	U.S.A.	Implus Footcare, LLC
PRINTZ	77/094,257	1/30/07	U.S.A.	Implus Footcare, LLC
SNOWTRAX	77/385,393	1/31/08	U.S.A.	Implus Footcare, LLC
SOLE OF PERFORMANCE	77/135,770	3/20/07	U.S.A.	Implus Footcare, LLC
TRACTION 360	77/317,079	10/30/07	U.S.A.	Implus Footcare, LLC
WE STAND FOR COMFORT	77/490,789	6/4/08	U.S.A.	Implus Footcare, LLC
SNEAKER BALLS	2471076		United Kingdom	Implus Footcare, LLC
SPHERICAL DESIGN	247107		United Kingdom	Implus Footcare, LLC

C. State Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>State</u>
IMPLUS	T-16431	North Carolina