

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323493

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trigger Point Performance, Inc.		11/17/2014	CORPORATION: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	General Electric Capital Corporation, as Agent
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
<b>Registration Number:</b>	3594291	
<b>Registration Number:</b>	3712930	TRIGGERPOINT PERFORMANCE THERAPY
<b>Registration Number:</b>	4248733	DISTRODENSITY
<b>Registration Number:</b>	4236393	THERAPY-X
<b>Registration Number:</b>	4443858	GRID
<b>Serial Number:</b>	86392607	LEARN MORE MOVE BETTER
<b>Serial Number:</b>	86256465	
<b>Serial Number:</b>	86406927	STK
<b>Serial Number:</b>	86406985	T-ROLLER
<b>Serial Number:</b>	86407004	NANO
<b>Serial Number:</b>	86407057	ACUGRIP

## CORRESPONDENCE DATA

Fax Number: 4045725135

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 404-572-3493

Email: kosborne@kslaw.com

Correspondent Name: Karen Osborne, Senior Paralegal

Address Line 1: 1180 Peachtree Street, N.E.

Address Line 2: King &amp; Spalding, LLP

TRADEMARK

<b>Address Line 4:</b>	Atlanta, GEORGIA 30309
<b>ATTORNEY DOCKET NUMBER:</b>	15009.009028
<b>NAME OF SUBMITTER:</b>	Karen Osborne
<b>SIGNATURE:</b>	//Karen Osborne//
<b>DATE SIGNED:</b>	11/18/2014
<b>Total Attachments: 5</b> source=Trigger Point - Trademark Security Agreement#page1.tif source=Trigger Point - Trademark Security Agreement#page2.tif source=Trigger Point - Trademark Security Agreement#page3.tif source=Trigger Point - Trademark Security Agreement#page4.tif source=Trigger Point - Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 17, 2014, is made by Trigger Point Performance, Inc., a Texas corporation (the “Grantor”), 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 Implus Footcare, LLC, a Delaware limited liability company, IHC Holding Corp., a Delaware corporation, IHC Intermediate Holding Corp., a Delaware corporation, Implus Corporation, a Delaware corporation, 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; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is 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, the 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. The 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 the 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 the 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 the 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its 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, the 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.

TRIGGER POINT PERFORMANCE, INC.  
as Grantor

By:   
Name: William D. Alfano  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005403 FRAME: 0103**

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: *[Handwritten Signature]*  
Name: *[Handwritten Name]*  
Title: Duty Authorized Signatory

## SCHEDULE 1

### Trademarks

#### Registered Trademarks

<b>Trademark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
ARROW [logo]	77514974	2008-07-03	3594291	2009-03-24
TRIGGERPOINT PERFORMANCE THERAPY [logo]	77515018	2008-07-03	3712930	2009-11-17
DISTRODENSITY [word]	85440295	2011-10-05	4248733	2012-11-27
THERAPY-X [word]	85462942	2011-11-02	4236393	2012-11-06
GRID [word]	85916740	2013-04-27	4443858	2013-12-03

#### Pending Trademark Applications

<b>Trademark</b>	<b>App. No.</b>	<b>App. Date</b>
Learn More Move Better [word]	86392607	2014-11-09
GRID [product configuration]	86256465	2014-04-18
STK [word]	86406927	2014-09-26
T-ROLLER [word]	86406985	2014-09-26
NANO [word]	86407004	2014-09-26
ACUGRIP [word]	86407057	2014-09-26