

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340266

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trigger Point Performance, Inc.		04/30/2015	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Agent
Street Address:	245 Park Avenue
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 11

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

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061200

Email: angela.amaru@lw.com

Correspondent Name: LATHAM & WATKINS LLP C/O ANGELA M. AMARU

TRADEMARK

Address Line 1: 885 THIRD AVENUE
Address Line 2: SUITE 1000
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 039112-0124

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/ Angela M. Amaru

DATE SIGNED: 05/04/2015

Total Attachments: 9

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THIS TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2015, is made by each of the entities listed on the signature pages hereof in favor of Ares 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 April 30, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among IM Intermediate Corporation, a Delaware corporation ("Holdings"), IM Acquisition Corporation, a Delaware corporation ("Merger Sub", which on the Closing Date will be merged with and into IHC Holding Corp., a Delaware corporation ("IHC") with IHC surviving such merger as the "Parent Borrower"), Implus Footcare, LLC, a Delaware limited liability company (the "Company Borrower", and together with the Parent Borrower, the "Borrowers"), the other Persons from time to time party thereto that are designated as a Credit Party, the Lenders and L/C Issuers from time to time party thereto and Ares Capital Corporation, as Administrative Agent for such Lenders and L/C Issuers and General Electric Capital Corporation, as Revolver Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than each Borrower with respect to its primary Obligations) has agreed, pursuant to a Guaranty and Security Agreement, dated as of April 30, 2015, in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each 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 Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance in full 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.

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. In the event of a conflict between the provisions of this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

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.


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.

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.

IMPLUS FOOTCARE, LLC, as Grantor

By: 
Name: Seth Richards
Title: Chief Executive Officer

TRIGGER POINT PERFORMANCE, INC., as Grantor

By: 
Name: Seth Richards
Title: Chief Executive Officer

YAKTRAX LLC, as Grantor

By: 
Name: Seth Richards
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Agent

By: _____

Name: Mitchell Goldstein
Title: Authorized Signatory

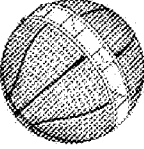
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005509 FRAME: 0787

SCHEDULE I

TO


TRADEMARK SECURITY AGREEMENT

OWNER	STATUS	APPLICATION #	FILING DATE	REGISTRATION #	REGISTRATION DATE	MARK
Implus Footcare, LLC	Registered	77/158403	4/17/2007	3734624	1/5/2010	3 AXIS
Implus Footcare, LLC	Registered	85/139535	9/28 2010	4176305	7/17/2012	AB CARVER
Trigger Point Performance, Inc.*	Pending	86/407057	9/26/2014			ACUGRIP
Implus Footcare, LLC	Registered	74/194077	8/12/1991	1833029	4/26/1994	AIRPLUS
Implus Footcare, LLC	Registered	85515810	01/13/2012	4686062	2/10/2015	Design only Basketballs
						
Implus Footcare, LLC	Registered	76/535235	7/24/2003	2859798	7/6/2004	ALTITECH
Implus Footcare, LLC	Pending	85/952667	6/6/2013			APARA
Trigger Point Performance, Inc.*	Registered	77/514974	7/3/2008	3594291	3/24/2009	Arrow logo
Implus Footcare, LLC	Registered	75016279	10/30/1995	2076366	7/1/1997	ATHLETE'S PLUS
Implus Footcare, LLC	Registered	78/843034	3/22/2006	3587168	3/10/2009	BEAUTIFEET
Implus Footcare, LLC	Pending ITU	86/566207	3/17/2015			BEAUTIFEET
Implus Footcare, LLC	Registered	78/402009	4/14/2004	3056445	1/31/2006	BODYREV
Implus Footcare, LLC	Registered	78425691	05/26/2004	3066762	03/07/2006	BODYREV
Implus Footcare, LLC	Registered	78402015	04/14/2004	3071962	03/21/2006	BODYREV
Implus Footcare, LLC	Registered	78425716	05/26/2004	3080629	04/11/2006	BODYREV
Implus Footcare, LLC	Registered	74/233398	12/23/199	1718317	9/22/1992	COMFORT WITH EVERY STEP
Implus Footcare, LLC	Registered	77/534896	7/30/2008	3694353	10/6/2009	DEFINE YOURSELF

OWNER	STATUS	APPLICATION #	FILING DATE	REGISTRATION #	REGISTRATION DATE	MARK
Implus Footcare, LLC	Pending	85/515810	1/13/2012	4686062	2/10/2015	DESIGN ONLY Basketball Air Freshener Design
Implus Footcare, LLC	Pending	85/515799	1/13/2012			DESIGN ONLY Baseball Air Freshener & Design
Implus Footcare, LLC	Registered	85/706782	8/17/2012	4558210	7/1/2014	DIAMOND GRIP
Trigger Point Performance, Inc.*	Registered	85/440295	10/5/2011	4248733	11/27/2012	DISTRODENSITY
Implus Footcare, LLC	Pending	86/341447	7/18/2014			DRYGUY
Implus Footcare, LLC	Registered	77/247984	8/6/2007	3990316	7/5/2011	PERFECT CORE
Implus Footcare, LLC	Registered	78/280444	7/29/2003	2921727	1/25/2005	FITDECK
Implus Footcare, LLC	Registered	85/137668	9/24/2010	4072810	12/20/2011	FITDECK
Implus Footcare, LLC	Registered	77/708181	4/7/2009	4338961	5/21/2013	DESIGN ONLY Football Air Freshener Design
Implus Footcare, LLC	Pending ITU	86/500925	1/12/2015			FORCE DRY
Implus Footcare, LLC	Registered	78/216038	2/18/2003	2981774	8/2/2005	FRESH TWIST
Implus Footcare, LLC	Registered	85/911796	4/23/2013	4679443	1/27/2015	GEO GEL
Trigger Point Performance, Inc.*	Registered	85/916740	12/3/2013	4443858	12/3/2013	GRID
Trigger Point Performance, Inc.*	Pending	86/256465	4/18/2014			Grid configuration
Implus Footcare, LLC	Registered	77/225000	7/9/2007	3595648	3/24/2009	HEEL SAVERS
Implus Footcare, LLC	Registered	76/590549	5/5/2004	2945753	5/3/2005	HIGH GEAR
Implus Footcare, LLC	Registered	76/498965	3/20/2003	2932379	3/15/2005	HIGH GEAR
Implus Footcare, LLC	Registered	76/498964	3/20/2003	2892644	10/12/2004	HIGH GEAR
Implus Footcare, LLC	Registered	75/570954	10/15/1998	2360814	6/20/2000	HIGH GEAR
Implus Footcare, LLC	Registered	78/437045	6/17/2004	3301648	10/2/2007	HYDROLOGIX
Implus Footcare, LLC	Registered	77/693684	3/18/2009	3692110	10/6/2009	ICE TREKKERS
Implus Footcare, LLC	Registered	74/406285	6/28/1993	1865781	12/6/1994	IMPLUS
Implus Footcare, LLC	Registered	74/140908	2/20/1991	1734078	11/17/1992	IMPLUS
Implus Footcare, LLC	Registered	74/369300	3/19/1993	1881060	2/28/1995	IMPLUS
Implus Footcare, LLC	Registered	85/749358	10/9/2012	4502564	3/25/2014	KEEP WARM LONGER

OWNER	STATUS	APPLICATION #	FILING DATE	REGISTRATION #	REGISTRATION DATE	MARK
Implus Footcare, LLC	Registered	78/564781	2/10/2005	3125971	8/8/2006	KILL THE CHILL!
Trigger Point Performance, Inc.*	Published	86/392607	9/11/2014			LEARN MOVE.MOVE BETTER
Implus Footcare, LLC	Registered	85/788293	11/27/2012	4541576	6/3/2014	LIFE TRAINER (LIFE TRNR)
Implus Footcare, LLC	Registered	78/399093	4/8/2004	2997420	9/20/2005	LITTLE HOTTIES
Implus Footcare, LLC	Registered	77/467269	5/6/2008	3775405	4/13/2010	LITTLE HOTTIES
Implus Footcare, LLC	Pending	86/341455	7/18/2014			MAXXDRIY
Implus Footcare, LLC	Registered	77/571270	9/16/2008	3716577	11/24/2009	MOBILE UNIT
Trigger Point Performance, Inc.*	Published	86/407004	9/26/2014			NANO
Implus Footcare, LLC	Registered	78/977813	11/17/2004	3754789	3/2/2010	PENGUIN
Implus Footcare, LLC	Registered	76/620890	11/17/2004	3812369	7/6/2010	PENGUIN
Implus Footcare, LLC	Registered	76/578052	2/27/2004	3118692	7/25/2006	PENGUIN & Design (color)
Implus Footcare, LLC	Registered	77/574480	9/19/2008	4115230	3/20/2012	PERFECT
Implus Footcare, LLC	Registered	85/526051	1/26/2012	4481653	2/11/2014	PERFECT (Class 10)
Implus Footcare, LLC	Pending	77/574523	09/19/2008			PERFECT (Class 25)
Implus Footcare, LLC	Registered	85/139522	9/28/2010	4564426	7/8/2014	PERFECT AB CARVER
Implus Footcare, LLC	Pending ITU	86/548291	02/27/2015			PERFECT AB CRUNCH
Implus Footcare, LLC	Registered	77/404847	2/25/2008	3508080	9/30/2008	PERFECT ABSTRAPS
Implus Footcare, LLC	Registered	77/460157	4/28/2008	3803742	6/15/2010	PERFECT CARDIO
Implus Footcare, LLC	Registered	85/202000	12/20/2010	3993920	7/12/2011	PERFECT CORE-BALL
Implus Footcare, LLC	Abandoned	86/312007	6/17/2014			PERFECT CRUNCH
Implus Footcare, LLC	Registered	77/460168	4/28/2008	3667526	8/11/2009	PERFECT FITNESS
Implus Footcare, LLC	Registered	77/1716574	4/17/2009	3708392	11/10/2009	PERFECT HANDLES
Implus Footcare, LLC	Pending ITU	86/295094	5/29/2014			PERFECT IQ
Implus Footcare, LLC	Registered	77/924380	1/31/2010	4091532	1/24/2012	PERFECT MULTI-GYM (WITH DESIGN)
Implus Footcare, LLC	Registered	77/248055	08/06/2007	3517654	10/14/2008	PERFECT POWER
Implus Footcare, LLC	Registered	77/144577	3/30/2007	3803543	6/15/2010	PERFECT PULLUP
Implus Footcare, LLC	Registered	77/602193	10/28/2008	3714218	11/24/2009	PERFECT PULLUP
Implus Footcare, LLC	Registered	78/918973	6/28/2006	3300090	9/25/2007	PERFECT PUSHUP

OWNER	STATUS	APPLICATION #	FILING DATE	REGISTRATION #	REGISTRATION DATE	MARK
Implus Footcare, LLC	Registered	85/357830	6/28/2011	4215099	9/25/2012	PERFECT RESISTANCE
Implus Footcare, LLC	Registered	86295079	5/29/2014	4667188	1/6/2015	PERFECT RIP DECK
Implus Footcare, LLC	Registered	77/144592	3/30/2007	3667157	8/11/2009	PERFECT SITUP
Implus Footcare, LLC	Registered	77/248156	8/6/2007	3962071	5/17/2011	PERFECT WORKOUT
Implus Footcare, LLC	Registered	85/065549	6/17/2010	4023671	9/6/2011	POWER BALL
Implus Footcare, LLC	Registered	78/012471	6/13/2000	2558893	4/9/2002	PRO ARC ADAPTABLE REPLACEMENT CLEATS & Design
Implus Footcare, LLC	Registered	77404835	02/28/2008	3508079	09/30/2008	REV 10
Implus Footcare, LLC	Registered	77404829	02/25/2008	3508078	09/30/2008	REV 8
Implus Footcare, LLC	Published	86/295085	5/29/2014	4667189	1/6/2015	RIP DECK
Implus Footcare, LLC	Registered	77/790362	7/27/2009	3805864	6/22/2010	SKITRAX
Implus Footcare, LLC	Registered	73/754477	9/27/1988	1540059	5/23/1989	SNEAKER BALLS
Implus Footcare, LLC	Registered	77/385393	1/31/2008	3738596	1/19/2010	SNOW TRAX
Implus Footcare, LLC	Registered	85/515805	1/13/2012	4686061	2/10/2015	DESIGN ONLY Soccer Ball Air Freshener & Design
Implus Footcare, LLC	Registered	74369643	03/19/1993	1973191	05/07/1996	SOF AIRR
Implus Footcare, LLC	Registered	75248901	02/27/1997	2197206	10/20/1998	SOF COMFORT
Implus Footcare, LLC	Registered	75128724	06/25/1996	2061496	05/13/1997	SOG GEL
Implus Footcare, LLC	Registered	76/492553	2/26/2003	2868609	8/3/2004	SOF SOLE
Implus Footcare, LLC	Registered	74/004991	11/24/1989	1699999	7/7/1992	SOF SOLE
Implus Footcare, LLC	Registered	76/413215	5/28/2002	2686473	2/11/2003	SOF SOLE
Implus Footcare, LLC	Registered	76/528603	7/9/2003	2862346	7/13/2004	SOF SOLE
Implus Footcare, LLC	Pending	86/474098	12/8/2014			SOF SOLE
Implus Footcare, LLC	Pending	85/778824	11/14/2012			SOF SOLE FIT
Implus Footcare, LLC	Pending	85/822789	1/14/2013			Sof Sole Shield Logo
Implus Footcare, LLC	Registered	77/135770	3/20/2007	3542465	12/9/2008	SOLE OF PERFORMANCE
Implus Footcare, LLC	Registered	73/785721	3/10/1989	1583278	2/20/1990	Spherical Design with Stripe
Implus Footcare, LLC	Registered	78/436993	6/17/2004	3053389	1/31/2006	STABLE TRAC
Trigger Point Performance, Inc. *	Published	86/406927	9/26/2014			STK

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Implus Footcare, LLC	Registered	74/369289	3/19/1993	1818954	2/1/1994	Swizzle Design
Implus Footcare, LLC	Registered	76/386099	3/22/2002	2699964	3/25/2003	TECHTRAIL
Implus Footcare, LLC	Registered	73/496807	8/27/1984	1386413	3/18/1986	TECTRON
Implus Footcare, LLC	Pending	86/295064	5/29/2014			TENDON TECH
Implus Footcare, LLC	Registered	77/716894	4/18/2009	3843676	9/7/2010	THE TAILGATER
Trigger Point Performance, Inc.*	Registered	85/462942	11/2/2011	4236393	11/6/2012	THERAPY-X
Implus Footcare, LLC	Registered	77/317079	10/30/2007	3712600	11/17/2009	TRACTION 360
Implus Footcare, LLC	Pending ITU	86/500937	1/12/2015			TRAVEL DRY
Implus Footcare, LLC	Pending	86/566194	3/17/2015			TRIGGERPOINT
Trigger Point Performance, Inc.*	Registered	77/515018	7/3/2008	3712930	11/17/2009	TRIGGERPOINT PERFORMANCE THERAPY (logo)
Trigger Point Performance, Inc.*	Published	86/406985	9/26/2014			T-ROLLER
Implus Footcare, LLC	Registered	75/586703	11/12/1998	2320918	2/22/2000	ULTRA ARCH
Implus Footcare, LLC	Registered	77/572370	9/17/2008	3687283	9/22/2009	V2
Implus Footcare, LLC	Registered	77/490789	6/4/2008	3649714	7/7/2009	WE STAND FOR COMFORT
Implus Footcare, LLC	Registered	78/884217	5/16/2006	3324249	10/30/2007	WINTERTRAX
Implus Footcare, LLC	Registered	77/950338	3/4/2010	3939787	4/5/2011	XTR
Yaktrax LLC	Registered	75/634289	2/8/1999	2311832	1/25/2000	YAKTRAX
Implus Footcare, LLC	Registered	85/557800	3/1/2012	4255354	12/4/2012	YAKTRAX
Implus Footcare, LLC	Registered	85/404234	8/22/2011	4121879	4/3/2012	YAKTRAX & Design
Implus Footcare, LLC	Pending	86/554153	3/5/15			[Design only] 

*The USPTO updated the public record with Implus Footcare, LLC as the current owner, but the underlying documentation indicated that Trigger Point Performance, Inc. remains the legal owner of the mark.