

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342571

| | | | |
|---|--|---------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Balega International, LLC | | 05/20/2015 | LIMITED LIABILITY COMPANY: NORTH CAROLINA |
| 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: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3865942 | BALEGA | |
| Registration Number: | 3058183 | BALEGA | |
| Registration Number: | 2953516 | DRYNAMIX | |
| Registration Number: | 3724412 | ENDURO | |
| Registration Number: | 3058184 | | |
| Registration Number: | 4177233 | SOFT TREAD | |
| Registration Number: | 3104717 | TO MOVE WITH SPEED | |
| Registration Number: | 4354714 | VTECH ARCH SUPPORT SYSTEM | |
| Serial Number: | 86499829 | DRYNAMIX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <i>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.</i> | | | |
| Phone: | 2129061200 | | |
| Email: | angela.amaru@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP c/o Angela M. Amaru | | |
| Address Line 1: | 885 Third Avenue | | |

CH \$240.00 3865942

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: 05/27/2015

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 20, 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 was 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:

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 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.

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. 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.

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, 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.

BALEGA INTERNATIONAL, LLC
as Grantor

By: 
Name: Seth Richards
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005524 FRAME: 0220

SCHEDULE 1

Trademarks

1. REGISTERED TRADEMARKS

| OWNER | COUNTRY | STATUS | APPLICATION N # | FILING DATE | REGISTRATION # | REGISTRATION DATE | MARK |
|---------------------------|---------|------------|-----------------|-------------|----------------|-------------------|---------------------------|
| Balega International, LLC | U.S. | Registered | 78/265492 | | 3865942 | 10/19/2010 | BALEGA |
| Balega International, LLC | U.S. | Registered | 78/338853 | | 3058183 | 2/7/2006 | BALEGA + Design |
| Balega International, LLC | U.S. | Pending | 86/536196 ITU | | | | BALEGA + Design |
| Balega International, LLC | U.S. | Registered | 78/275986 | | 2953516 | 5/17/2005 | DRYNAMIX |
| Balega International, LLC | U.S. | Registered | 77/574320 | | 3724412 | 12/15/2009 | ENDURO |
| Balega International, LLC | U.S. | Registered | 78/338866 | | 3058184 | 2/7/2006 | MISCELLANEOUS DESIGN |
| Balega International, LLC | U.S. | Registered | 85/245865 | | 4177233 | 7/17/2012 | SOFT TREAD |
| Balega International, LLC | U.S. | Registered | 78/338832 | | 3104717 | 6/13/2006 | TO MOVE WITH SPEED |
| Balega International, LLC | U.S. | Registered | 85/437588 | | 4354714 | 6/18/2013 | VTECH ARCH SUPPORT SYSTEM |
| Balega International, LLC | U.S. | Registered | 78/265492 | | 3865942 | 10/19/2010 | BALEGA |

2. TRADEMARK APPLICATIONS

| OWNER | COUNTRY | STATUS | APPLICATION N # | FILING DATE | REGISTRATION N # | REGISTRATION DATE | MARK |
|---------------------------|---------|---------|-----------------|-------------|------------------|-------------------|----------|
| Balega International, LLC | U.S. | Pending | 86/449829 | | | | DRYNAMIX |