

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMPLUS FOOTCARE, LLC		08/10/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	87324986	MACRO	
Serial Number:	87410217	STABIL MAXX2	
Serial Number:	87199753	STABILICERS MACRO	
Serial Number:	87199748	STABIL STRIPGRIPS	
Serial Number:	86439965	STABIL	
Serial Number:	86439956		
Serial Number:	86439960	STABIL	
Serial Number:	86111681	STABILGRIPPERS	
Serial Number:	85768130	TURFGRABBERS	
Serial Number:	85792854		
Serial Number:	78852244	STABILICERS	
Serial Number:	78315058	TRACTION GEAR	
Serial Number:	77191312	STAT-A-REST	
Serial Number:	77926957	STUDED SNOW TIRES FOR YOUR FEET	
Serial Number:	76435731	32NORTH	
Serial Number:	74106219	STABILICERS	
Serial Number:	74693629	STANDALLS	
Serial Number:	85331290	INSTA GOLF SHOES	

CH \$465.00 87324986

CORRESPONDENCE DATA**Fax Number:** 2129692900*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:** 212-969-300**Email:** ypan@proskauer.com**Correspondent Name:** William Majeski**Address Line 1:** Proskauer Rose LLP**Address Line 2:** Eleven Times Square**Address Line 4:** New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-246
NAME OF SUBMITTER:	William Majeski
SIGNATURE:	/William Majeski/
DATE SIGNED:	08/14/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 10, 2018, 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:

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, 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

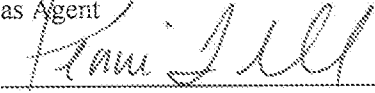
By: 
Name: SETH RICHARDS
Title: CEO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006428 FRAME: 0102

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Agent

By: 

Name:




Title:

Penni Roll
Authorized Signatory

SCHEDULE 1

Trademarks

1. REGISTERED TRADEMARKS

Country	Mark	App. No. Reg. No.	Filing Date Reg. Date	Owner
United States	MACRO	87324986 5439388	02-06-2017 04-03-2018	Implus Footcare, LLC
	STABIL MAXX2	87410217	04-13-2017	Implus Footcare, LLC
	STABILICERS MACRO	87199753 5361017	10-11-2016 12-19-2017	Implus Footcare, LLC
	STABIL STRIPGRIPS	87199748 5356273	10-11-2016 12-12-2017	Implus Footcare, LLC
	STABIL	86439965 4759742	10-30-2014 06-23-2015	Implus Footcare, LLC
		86439956 4759740	10-30-2017 06-23-2015	Implus Footcare, LLC
		86439960 4759741	10-30-2014 06-23-2015	Implus Footcare, LLC
	STABILGRIPPERS	86111681 4638369	11-06-2013 11-11-2014	Implus Footcare, LLC
	TURFGRABBERS	85768130 4629192	10-31-2012 10-28-2014	Implus Footcare, LLC
		85792854 4358103	12-03-2012 4358103	Implus Footcare, LLC
	STABILICERS	7885224 3205921	04-03-2006 02-06-2007	Implus Footcare, LLC
	TRACTION GEAR	78315058 2926372	10-17-2003 2926372	Implus Footcare, LLC
	STAT-A-REST	77191312	05-27-2007	Implus Footcare,

Country	Mark	App. No. Reg. No.	Filing Date Reg. Date	Owner
		3835495	08-17-2010	LLC
	STUDED SNOW TIRES FOR YOUR FEET	77926957 3844754	02-03-2010 09-07-2010	Implus Footcare, LLC
	32NORTH	76435731 2842301	07-23-2002 05-18-2004	Implus Footcare, LLC
		74106219 1677707	10-15-1990 03-03-1992	Implus Footcare, LLC
	STANDALLS	74693629 2016527	06-26-1995 11-12-1996	Implus Footcare, LLC
	INSTA GOLF SHOES	85331290 4111280	05-26-2011 03-13-2012	Implus Footcare, LLC

2. TRADEMARK APPLICATIONS

None.