

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541128

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Agent		04/30/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Implus Footcare, LLC		
Street Address:	2001 T.W. Alexander Drive		
Internal Address:	Box 13925		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27709-3925		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3754789	PENGUIN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@4implus.com		
Correspondent Name:	Implus Footcare, LLC c/o Richard Donnell		
Address Line 1:	2001 T.W. Alexander Drive		
Address Line 2:	Box 13925		
Address Line 4:	Durham, NORTH CAROLINA 27709-3925		
ATTORNEY DOCKET NUMBER:	PENG-00006		
NAME OF SUBMITTER:	Richard S. Donnell		
SIGNATURE:	/RSD/		
DATE SIGNED:	09/17/2019		
Total Attachments: 10			
source=SKM_80819091712480#page1.tif			
source=SKM_80819091712480#page2.tif			
source=SKM_80819091712480#page3.tif			

OP \$40.00 3754789

source=SKM_80819091712480#page4.tif
source=SKM_80819091712480#page5.tif
source=SKM_80819091712480#page6.tif
source=SKM_80819091712480#page7.tif
source=SKM_80819091712480#page8.tif
source=SKM_80819091712480#page9.tif
source=SKM_80819091712480#page10.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of April 30, 2015 (this "Release"), is made by GENERAL ELECTRIC CAPITAL CORPORATION, as agent for the Secured Parties (in such capacity, the "Agent"), in favor of IMPLUS FOOTCARE, LLC ("Implus"), YAKTRAX LLC and TRIGGER POINT PERFORMANCE, INC. (collectively, the "Grantors"). Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Credit Agreement referred to below or, if not defined therein, the Guaranty and Security Agreement referred to below.

WHEREAS, pursuant to the terms of that certain Credit Agreement, dated as of October 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors and certain of their Affiliates party thereto, the financial institutions party thereto from time to time (collectively, the "Lenders") and the Agent, the Lenders provided a credit facility to Implus;

WHEREAS, pursuant to the terms of that certain Guaranty and Security Agreement, dated as of October 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), among the Grantors and certain of their Affiliates party thereto in favor of the Agent, to secure the prompt and complete payment and performance of all Secured Obligations, each Grantor granted to the Agent a continuing security interest and Lien upon all personal property of such Grantor, whether tangible or intangible, including the Trademark Collateral (as defined in the applicable trademark security agreement below), whether then owned or thereafter acquired, and wherever located;

WHEREAS, pursuant to the Guaranty and Security Agreement, the applicable Grantors executed and delivered the following (collectively, the "Trademark Security Agreements"):

- (a) that certain Trademark Security Agreement, dated as of October 31, 2011 and recorded in the United States Patent and Trademark Office on November 1, 2011 at Reel 4652 / Frame 0225;
- (b) that certain Trademark Security Agreement, dated as of October 17, 2012 and recorded in the United States Patent and Trademark Office on October 19, 2012 at Reel 4884 / Frame 0837;
- (c) that certain Trademark Security Agreement, dated as of July 26, 2013 and recorded in the United States Patent and Trademark Office on August 5, 2013 at Reel 5085 / Frame 0397;
- (d) that certain Trademark Security Agreement, dated as of June 9, 2014 and recorded in the United States Patent and Trademark Office on June 10, 2014 at Reel 5300 / Frame 0017; and
- (e) that certain Trademark Security Agreement, dated as of November 17, 2014 and recorded in the United States Patent and Trademark Office on November 18, 2014 at Reel 5403 / Frame 0099;

WHEREAS, pursuant to the Trademark Security Agreements, the Grantors granted, mortgaged, pledged and hypothecated to the Agent a continuing security interest and Lien upon the Trademark Collateral described therein, including the items set forth on Schedule I; and

WHEREAS, the Agent has agreed to release its grant, mortgage, pledge, hypothecation and security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Agent hereby terminates the Trademark Security Agreements, and hereby terminates, cancels and releases any and all grants, mortgages, pledges, hypothecations, security interests and other Liens that it has in, to and under the Trademark Collateral of each Grantor, without recourse, representation, warranty or other assurance of any kind by the Agent as to the Agent's rights in any Trademark Collateral, the condition or value of any Trademark Collateral, or any other matter.

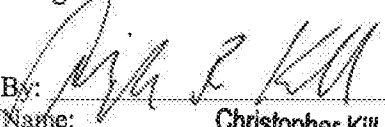
2. Authorization to Record. The Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Release.

3. Governing Law; Electronic Delivery of Signature Pages. This Release shall be governed by and construed in accordance with the laws of the State of New York. Delivery of an executed counterpart of this Release by facsimile or other electronic transmission shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first set forth above.



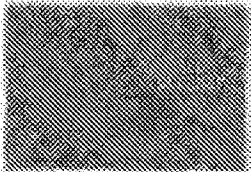
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent.

By: 
Name: Christopher Kill
Title: Duly Authorized Signatory

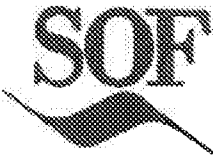
**SCHEDULE I
TO RELEASE OF SECURITY INTEREST IN TRADEMARKS**

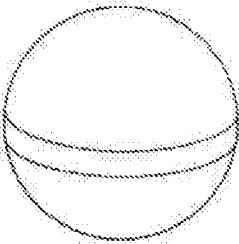
REGISTERED TRADEMARKS



Mark	Jurisdiction	Registration Number / Registration Date
3AXIS	U.S. Federal	3734624 1/5/2010
AERIAL	U.S. Federal	3041237 1/10/2006
AIRPLUS	U.S. Federal	1833029 4/26/1994
ALTIFORCE	U.S. Federal	3382554 2/12/2008
ALTTTECH	U.S. Federal	2859798 7/6/2004
ALTIWARE	U.S. Federal	2952734 5/17/2005
APARA	U.S. Federal	3097182 5/30/2006
ATHLETE'S PLUS	U.S. Federal	2076366 7/1/1997
BEAUTIFEET	U.S. Federal	3587168 3/10/2009
BODYREV	U.S. Federal	3056445 1/31/2006
BODYREV	U.S. Federal	3071962 3/21/2006
BODYREV & Design BODYREV	U.S. Federal	3066762 3/7/2006
BODYREV & Design BODYREV	U.S. Federal	3080629 4/11/2006
COMFORT WITH EVERY STEP	U.S. Federal	1718317 9/22/1992
DEFINE YOURSELF	U.S. Federal	3694353 10/6/2009

Mark	Jurisdiction	Registration Number / Registration Date
Design Only 	U.S. Federal	1706874 8/11/1992
Design Only 	U.S. Federal	1818954 2/1/1994
FITWARE	U.S. Federal	3079040 4/11/2006
FITSYS	U.S. Federal	3056876 2/7/2006
GEL CLEANER 3 IN 1 JOSH B. WE BOUNCE LAM SPOME NO JASH 15R & Design 	U.S. Federal	3061500 2/28/2006
HEEL SAVERS	U.S. Federal	3595648 3/24/2009
HIGH GEAR	U.S. Federal	2360814 6/20/2000
HIGH GEAR	U.S. Federal	2892644 10/12/2004
HIGH GEAR	U.S. Federal	2932379 3/15/2005
HIGH GEAR	U.S. Federal	2945753 5/3/2005
HOOKZ	U.S. Federal	3261959 7/10/2007
HYDRO-LOGIX	U.S. Federal	3301648 10/2/2007
IMPLUS	U.S. Federal	1734078 11/17/1992

Mark	Jurisdiction	Registration Number / Registration Date
IMPLUS	U.S. Federal	1881060 2/28/1995
IMPLUS	U.S. Federal	1784485 7/27/1993
IMPLUS	U.S. Federal	1865781 12/6/1994
KICKX	U.S. Federal	3141281 9/12/2006
KILL THE CHILL!	U.S. Federal	3125971 8/8/2006
LITTLE HOTTIES	U.S. Federal	2997420 9/20/2005
LITTLE HOTTIES	U.S. Federal	3775405 4/13/2010
MOBILE UNIT	U.S. Federal	3716577 11/24/2009
PRINTZ	U.S. Federal	3491094 8/26/2008
PERFECT ABSTRAPS	U.S. Federal	3508080 9/30/2008
PERFECT CARDIO	U.S. Federal	3803742 6/15/2010
PERFECT CORE	U.S. Federal	3990316 7/5/2011
PERFECT CORE-BALL & Design <i>(Perfect Core-BALL)</i>	U.S. Federal	3993920 7/12/2011
PERFECT FITNESS	U.S. Federal	3667526 8/11/2009
PERFECT HANDLES	U.S. Federal	3708392 11/10/2009
PERFECT PULLUP	U.S. Federal	3803543 6/15/2010
PERFECT PULLUP & Design PERFECT * PULLUP	U.S. Federal	3714218 11/24/2009

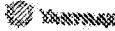
Mark	Jurisdiction	Registration Number / Registration Date
PERFECT PUSHUP	U.S. Federal	3300090 9/25/2007
PERFECT SITUP	U.S. Federal	3667157 8/11/2009
PERFECT POWER	U.S. Federal	3517654 10/14/2008
PERFECT.WORKOUT	U.S. Federal	3962071 5/17/2011
POWER BALL	U.S. Federal	4023671 9/6/2011
PROFESSIONALS' CHOICE	U.S. Federal	2632702 10/8/2002
REV 8	U.S. Federal	3508078 9/30/2008
REV 10	U.S. Federal	3508079 9/30/2008
SKITRAX	U.S. Federal	3805864 6/22/2010
SNEAKER BALLS	U.S. Federal	1540059 5/23/1989
SNOW TRAX	U.S. Federal	3738596 1/19/2010
SOF & Design 	U.S. Federal	1784200 7/27/1993
SOF AIRR	U.S. Federal	1973191 5/7/1996
SOF COMFORT	U.S. Federal	2197206 10/20/1998
SOF GEL	U.S. Federal	2061496 5/13/1997

Mark	Jurisdiction	Registration Number / Registration Date
SOF SOLE	U.S. Federal	2686473 2/11/2003
SOF SOLE	U.S. Federal	1699999 7/7/1992
SOF SOLE	U.S. Federal	2868609 8/3/2004
SOF SOLE	U.S. Federal	2862346 7/13/2004
SOF SPORT	U.S. Federal	1704265 7/28/1992
SOLE OF PERFORMANCE	U.S. Federal	3542465 12/9/2008
BAND DESIGN 	U.S. Federal	1583278 2/20/1990
STABLE TRAC	U.S. Federal	3053389 1/31/2006
THE TAILGATER	U.S. Federal	3843676 9/7/2010
TECHTRAIL	U.S. Federal	2699964 3/25/2003
TRACTION 360	U.S. Federal	3712600 11/17/2009
TURN ON YOUR STRENGTH	U.S. Federal	3517655 10/14/2008
ULTRA ARCH	U.S. Federal	2320918 2/22/2000
V2	U.S. Federal	3687283 9/22/2009
WE STAND FOR COMFORT	U.S. Federal	3649714 7/7/2009

Mark	Jurisdiction	Registration Number / Registration Date
WEAR YOUR HEART ON YOUR WRIST	U.S. Federal	3176816 11/28/2006
WINTERTRAX	U.S. Federal	3324249 10/30/2007
XTR	U.S. Federal	3939787 4/5/2011
YAKTRAX	U.S. Federal	2311832 1/25/2000
IMPLUS	North Carolina	T-16431 5/30/2001
ICE TREKKERS	U.S. Federal	3692110 / 10/06/2009
"PENGUIN"	U.S. Federal	3,812,369 / 07/06/2010
"PENGUIN"	U.S. Federal	3,754,789 / 03/02/2010
"PENGUIN" [and Penguin Design] 	U.S. Federal	3,118,692 / 07/25/2006
"FRESH TWIST"	U.S. Federal	2,981,774 / 08/02/2005
"PRO ARC ADAPTABLE REPLACEMENT CLEATS" [and Oval Design] 	U.S. Federal	2,558,893 / 04/09/2002
"TECTRON"	U.S. Federal	1,386,413 / 03/18/1986
FITDECK	U.S. Federal	2,921,727 / 01/25/2005

Mark	Jurisdiction	Registration Number / Registration Date
FITDECK	U.S. Federal	4,072,810 / 12/20/2011
ARROW [logo]	U.S. Federal	3594291 / 03/24/2009
TRIGGERPOINT PERFORMANCE THERAPY [logo]	U.S. Federal	3712930 / 11/17/2009
DISTRODENSITY [word]	U.S. Federal	4248733 / 11/27/2012
THERAPY-X [word]	U.S. Federal	4236393 / 11/06/2012
GRID [word]	U.S. Federal	4443858 / 12/3/2012

TRADEMARK APPLICATIONS

Mark	Jurisdiction	Application Number / Filing Date
YAKTRAX & Design 	U.S. Federal	85/404234 / 8/22/2011
Learn More Move Better [word]	U.S. Federal	86392607 / 11/9/2014
GRID [product configuration]	U.S. Federal	86256465 / 04/18/2014
STK [word]	U.S. Federal	86406927 / 09/26/2014
T-ROLLER [word]	U.S. Federal	86406985 / 09/26/2014
NANO [word]	U.S. Federal	86407004 / 09/26/2014
ACUGRIP [word]	U.S. Federal	86407057 / 09/26/2014