

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Impulse Footcare, LLC		09/26/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corp.		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	88490140	VERSA-BRELLA	
Registration Number:	3734166		
Registration Number:	2699964	TECHTRAIL	
Registration Number:	3053389	STABLE TRAC	
Registration Number:	4898946	BIOFLEX	
Registration Number:	5140075	COOLPOINT	
Registration Number:	4799157	DRYNAMIX	
Serial Number:	88478133	FMT CONNECT	
Serial Number:	88398321	GROUND CONTROL	
Serial Number:	88570121	HEXCORE	
Serial Number:	88570074	IMPACT	
Serial Number:	88569914	IMPACT	
Serial Number:	88391392	QUICK TRAX	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	6179517790		
Email:	ronald.duvernay@ropesgray.com		
TRADEMARK			

CH \$340.00 88490140

Correspondent Name: Ronald M. Duvernay
Address Line 1: Prudential Tower, 800 Boylston Street
Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: BPKB-220-014

NAME OF SUBMITTER: Ronald M. Duvernay

SIGNATURE: /r duvernay/

DATE SIGNED: 09/27/2019

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 26, 2019, 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 that certain Credit Agreement, dated as of April 30, 2015 (together with the exhibits and disclosure schedules, as amended by that certain First Amendment to Credit Agreement, dated as of September 15, 2015, that certain Second Amendment to Credit Agreement dated as of June 30, 2016, which was amended and restated pursuant to that certain Amended and Restated Credit Agreement, dated as of June 1, 2017, further amended and restated pursuant to that certain Second Amended and Restated Credit Agreement, dated as of July 16, 2018 and further amended and restated pursuant to that certain Third Amended and Restated Credit Agreement, dated as of April 23, 2019 (as amended, modified, amended and restated, supplemented or otherwise modified from time to time after the date hereof, 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 PNC Bank, National Association, a national banking association, 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 amended and restated pursuant to that certain Amended and Restated Guaranty and Security Agreement dated as of April 23, 2019 and 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.

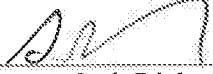
[SIGNATURE PAGES FOLLOW]

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: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006756 FRAME: 0829

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Agent

By:  _____

Name: Ian Fitzgerald
Title: Authorized Signatory

SCHEDULE 1

Trademarks

Marks	Application #	Current Owner	Registration #	File #	Date Filed	Registration Date
VERSA-BRELLA*	88/490,140	IMPLUS FOOTCARE, LLC		SKLZ-00088	Jun 26, 2019	
Tulip Button Design	77/754,617	IMPLUS FOOTCARE, LLC	3,734,166	SPEN-00511	June 8, 2009	Jan 5, 2010
TECHTRAIL	76/386,099	IMPLUS FOOTCARE, LLC	2,699,964	YAKT-00033	Mar 22, 2002	Mar 5, 2003
STABEL TRAC	78/436,993	IMPLUS FOOTCARE, LLC	3053389	SOFS-00037	Jun 17, 2004	Jan 31, 2006
BIOFLEX	85/983,968	IMPLUS FOOTCARE, LLC	4898946	HARB-00024	Jul 12, 2012	Feb 9, 2016
COOLPOINT	86/858,608	IMPLUS FOOTCARE, LLC	5140075	PERF-00050	Dec 28, 2015	Feb 24, 2017
DRYNAMIX	86/499,829	IMPLUS FOOTCARE, LLC	4799157	BALE-00016	Jan 9, 2015	Aug 25, 2015
FMT CONNECT*	88/478,133	IMPLUS FOOTCARE, LLC		ROCK-00109	Jun 18, 2019	
GROUND CONTROL*	88/398,321	IMPLUS FOOTCARE, LLC		SPEN-00499	Apr 23, 2019	
HEXCORE*	88/570,121	IMPLUS FOOTCARE, LLC		HARB-00095	Aug 7, 2019	
IMPACT*	88/570,074	IMPLUS FOOTCARE, LLC		TRIG-00189	Aug 7, 2019	
IMPACT*	88/569,914	IMPLUS FOOTCARE, LLC		TRIG-00188	Aug 7, 2019	
QUICK TRAX*	88/391,392	IMPLUS FOOTCARE, LLC		YAKT-00031	Apr 18, 2019	

*Status marked as pending.

TRADEMARK