

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																														
CONVEYING PARTY DATA																															
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Implus Footcare, LLC</td><td>10/31/2011</td></tr><tr><td>Yaktrax LLC</td><td>10/31/2011</td></tr></tbody></table>		Name	Execution Date	Implus Footcare, LLC	10/31/2011	Yaktrax LLC	10/31/2011																								
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RECEIVING PARTY DATA																															
<table border="1"><tr><td>Name:</td><td>General Electric Capital Corporation</td></tr><tr><td>Street Address:</td><td>500 Monroe Street</td></tr><tr><td>City:</td><td>Chicago</td></tr><tr><td>State/Country:</td><td>ILLINOIS</td></tr><tr><td>Postal Code:</td><td>60661</td></tr></table>		Name:	General Electric Capital Corporation	Street Address:	500 Monroe Street	City:	Chicago	State/Country:	ILLINOIS	Postal Code:	60661																				
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PROPERTY NUMBERS Total: 28																															
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Patent Number:</td><td>7151664</td></tr><tr><td>Patent Number:</td><td>7238147</td></tr><tr><td>Patent Number:</td><td>7468025</td></tr><tr><td>Patent Number:</td><td>7553267</td></tr><tr><td>Patent Number:</td><td>7540831</td></tr><tr><td>Patent Number:</td><td>7566292</td></tr><tr><td>Patent Number:</td><td>D576397</td></tr><tr><td>Patent Number:</td><td>D421232</td></tr><tr><td>Patent Number:</td><td>D436871</td></tr><tr><td>Patent Number:</td><td>D532465</td></tr><tr><td>Patent Number:</td><td>D579503</td></tr><tr><td>Patent Number:</td><td>D587767</td></tr><tr><td>Patent Number:</td><td>D597153</td></tr><tr><td>Patent Number:</td><td>D587612</td></tr></tbody></table>		Property Type	Number	Patent Number:	7151664	Patent Number:	7238147	Patent Number:	7468025	Patent Number:	7553267	Patent Number:	7540831	Patent Number:	7566292	Patent Number:	D576397	Patent Number:	D421232	Patent Number:	D436871	Patent Number:	D532465	Patent Number:	D579503	Patent Number:	D587767	Patent Number:	D597153	Patent Number:	D587612
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PATENT
REEL: 027154 FRAME: 0441

OP \$1120.00 7151664

Patent Number:	D626187
Patent Number:	D599417
Patent Number:	D630688
Patent Number:	D630275
Patent Number:	D633961
Patent Number:	5909945
Application Number:	12206360
Application Number:	12764998
Application Number:	61425011
Application Number:	61424049
Application Number:	12379413
Application Number:	12768455
Application Number:	12768430
Application Number:	29380082

CORRESPONDENCE DATA

Fax Number: (404)572-5134

Email: jhannon@kslaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: James M. Hannon

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.009181
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NAME OF SUBMITTER:	James M. Hannon
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Total Attachments: 8

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of October 31, 2011, is made by each of the entities listed on the signature pages hereof in favor of General Electric 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 October 31, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among IHC Holding Corp., a Delaware corporation, IHC Intermediate Holding Corp., a Delaware corporation, Implus Corporation, a Delaware corporation, Implus Footcare, LLC, a Delaware limited liability company, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and the Agent, as Revolver Agent and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 31, 2011, in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the 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 Patent 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 Borrower 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 Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance 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 "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent 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 Patent 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.

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 Patents subject to a security interest hereunder.

Section 5. Counterparts. This Patent 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.

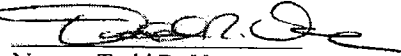
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

IMPLUS FOOTCARE, LLC
as Grantor

By: 
Name: Todd R. Vore
Title: President and Secretary

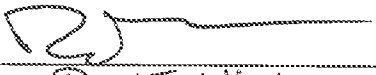
YAKTRAX LLC
as Grantor

By: 
Name: Todd R. Vore
Title: President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By:


Name: David Indelicato
Title: Duty Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

State of North Carolina)
County of Durham)

ss.

On this 31st day of October, 2011 before me personally appeared Todd R. Vore, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Implus Footcare, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its sole member and that he acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public


**S. Ann Marraccini
Notary Public
Person County, NC**

ACKNOWLEDGMENT OF GRANTOR

State of North Carolina)
County of Durham)

ss.

On this 31st day of October, 2011 before me personally appeared Todd R. Vore, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Yaktrax LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its sole member and that he acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public

**S. Ann Marraccini
Notary Public
Person County, NC**

[ACKNOWLEDGMENT OF GRANTORS FOR PATENT SECURITY AGREEMENT]

**PATENT
REEL: 027154 FRAME: 0447**

SCHEDULE 1**Patents****A. Issued Patents**

Title	Country	App. No./ Filing Date	Patent No./ Issue Date	Status
Portable media device	U.S.	10/762674 1/22/2004	7151664 12/19/2006	Granted
Exercise device with removable weight	U.S.	11/016866 12/21/2004	7238147 7/3/2007	Granted
Push-up exercise unit and device	U.S.	11/996152 1/18/2008	7468025 12/23/2008	Granted
Push-up exercise unit and device	U.S.	12/253295 10/17/2008	7553267 6/30/2009	Granted
Pullup exercise assembly with rotatable handles and pivotable bar	U.S.	12/042368 3/5/2008	7540831 6/2/2009	Granted
Handle assembly for use with an exercise bar	U.S.	12/425760 4/17/2009	7566292 7/28/2009	Granted
Traction control device	U.S.	29/294002 12/21/2007	D576397 9/9/2008	Granted Design
Connector with an instrument	U.S.	29/106110 6/9/1999	D421232 2/29/2000	Granted Design
Connector with instruments	U.S.	29/116,218 12/27/1999	D436871 1/30/2001	Granted Design
Exercise device with removable weight	U.S.	29/219839 12/23/2004	D532465 11/21/2006	Granted Design
Push-up exercise device	U.S.	29/304058 2/24/2008	D579503 10/28/2008	Granted Design
Handle for pullup exercise bar	U.S.	29/304592 3/5/2008	D587767 3/3/2009	Granted Design
Push-up exercise device	U.S.	29/326490 10/20/2008	D597153 7/28/2009	Granted Design

Title	Country	App. No./ Filing Date	Patent No./ Issue Date	Status
Counting device for a push-up exercise	U.S.	29/327455 11/6/2008	D587612 3/3/2009	Granted Design
Exercise assembly	U.S.	29/333548 3/11/2009	D626187 10/26/2010	Granted Design
Push-up exercise device	U.S.	29/337266 5/18/2009	D599417 9/1/2009	Granted Design
Exercise device	U.S.	29/342414 8/25/2009	D630688 1/11/2011	Granted Design
Exercise device	U.S.	29/342415 8/25/2009	D630275 1/4/2011	Granted Design
Portable pull-up exercise device	U.S.	29/356596 2/28/2010	D633961 3/8/2011	Granted Design
Traction augmentation device	U.S.	09/011643 2/12/1998	5909945 6/8/1999	Granted

B. Patent Applications

Title	Country	App. No./ Filing Date	Patent No./ Issue Date	Status
Traction control device	U.S.	12/206360 9/8/2008		Pending
Exercise device	U.S.	12/764998 4/22/2010		Pending
Exercise ball with weighted base	U.S.	61/425011		Provisional Application
Wheeled exercise device	U.S.	61/424049		Provisional Application
Shoe insole element	U.S.	12/379413 2/20/2009		Pending
Removable walking attachment for ski boots	U.S.	12/768455		Pending
Traction device	U.S.	12/768430		Pending

Title	Country	App. No./ Filing Date	Patent No./ Issue Date	Status
Push-up exercise device	U.S.	29/380082		Pending Design