

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Implus Footcare, LLC	07/26/2013
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation
Street Address:	299 Park Avenue, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7428790
Patent Number:	7107645
Patent Number:	D532960
Patent Number:	D510863
Patent Number:	D479405
Patent Number:	D454681
Patent Number:	D439162
CORRESPONDENCE DATA	
Fax Number:	4045725134
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404.572.4600
Email:	ssexton@kslaw.com
Correspondent Name:	King & Spalding
Address Line 1:	1180 Peachtree St.
Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	15009.009028

PATENT

NAME OF SUBMITTER:	Sally Sexton
Signature:	/sallysexton/
Date:	08/05/2013
Total Attachments: 5 source=Implus_PatentSecurityAgreement#page1.tif source=Implus_PatentSecurityAgreement#page2.tif source=Implus_PatentSecurityAgreement#page3.tif source=Implus_PatentSecurityAgreement#page4.tif source=Implus_PatentSecurityAgreement#page5.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of July 26, 2013, 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.

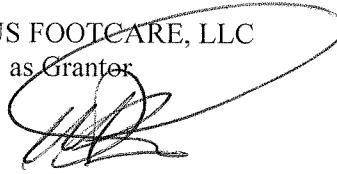
Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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.

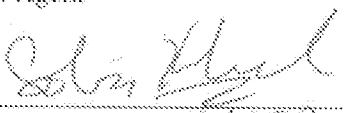
IMPLUS FOOTCARE, LLC
as Grantor

A handwritten signature in black ink, appearing to read 'W.D. Alfano', is written over a horizontal line. The signature is enclosed within a large, loopy oval shape.

By: _____
Name: William D. Alfano
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: SOLMAN HYMAN
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 030960 FRAME: 0047

SCHEDULE 1

Patents

United States Patents

A. Issued Patents

Title	Pat. No.	Issue Date
Universal Cleat	7,428,790	09/30/2008
Suede Shoe Brush	7,107,645	09/19/2006
Cleat	D532,960	12/05/2006
Aerosol Can Cap	D510,863	10/25/2005
Shark Tooth Shaped Suede Shoe Brush	D479,405	09/09/2003
Cleat	D454,681	03/26/2002
Container for Shoe Care Products	D439,162	03/20/2001

B. Pending Patent Applications

None.