

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5096421

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
IMPLUS FOOTCARE, LLC	08/10/2018
RECEIVING PARTY DATA	
Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	D559516
Patent Number:	D559515
Patent Number:	D560890
Patent Number:	D559514
Patent Number:	D549429
Patent Number:	D571092
Patent Number:	8189318
Patent Number:	D598184
CORRESPONDENCE DATA	
Fax Number:	(212)969-2900
<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:	212-969-3000
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/

PATENT

DATE SIGNED:	08/14/2018
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Total Attachments: 5
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PATENT SECURITY AGREEMENT

THIS PATENT 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 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 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 Patent 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 "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 or recover at law or in equity for any past, present or future infringement, 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. In the event of a conflict between the provisions of this Patent 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 Patents subject to a security interest hereunder.

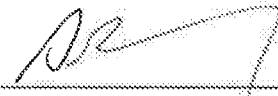
Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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

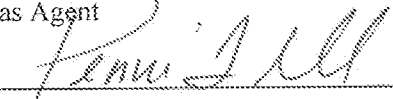
IMPLUS FOOTCARE, LLC
as Grantor

By: 
Name: SETH RICHARDS
Title: CEO

[Signature Page to Patent Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Agent

By: 

Name:

Title:

Jenni Roll
Authorized Signatory

SCHEDULE 1

Patents

1. REGISTERED PATENTS

TITLE	COUNTRY	APP. NO.	DATE FILED	PATENT #	ISSUE DATE
FOOTWEAR	USA	29/258,501	Apr 21, 2006	D559516	Jan 15, 2008
FOOTWEAR	USA	29/258,500	Apr 21, 2006	D559515	Jan 15, 2008
FOOTWEAR	USA	29/246,863	May 17, 2006	D560890	Feb 5, 2008
FOOTWEAR	USA	29/246,893	May 18, 2006	D559514	Jan 15, 2008
FOOTWEAR	USA	29/248,933	Sep 12, 2006	D549429	Aug 28, 2007
FOOTWEAR SOLE	USA	29/248,965	Sep 12, 2006	D571092	Jun 17, 2008
ELECTROSTATIC DISCHARGING OVERSHOE	USA	12/269,142	Nov 12, 2008	8189318	May 29, 2012
FOOTWEAR	USA	29/297,473	Nov 12, 2007	D598184	Aug 18, 2009

2. PATENT APPLICATIONS

None.