

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Implus Footcare, LLC		11/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4540518	ABX	
Registration Number:	3672980	BIG GRIP	
Registration Number:	3719973	BIG GRIP II	
Registration Number:	4486315	A	
Registration Number:	4527089		
Registration Number:	3229021		
Registration Number:	4431056	GLOVEMATE	
Registration Number:	3796922	GYM GERMS	
Registration Number:	1741463	HARBINGER	
Registration Number:	1815034	HARBINGER	
Registration Number:	4494603	HARBINGER	
Registration Number:	4054944	HARBINGER ANTIMICROBIAL TREATED TO CONTR	
Registration Number:	2378621	REAL WASH & DRY LEATHER	
Registration Number:	3608549	TRAINING GRIP	
Registration Number:	3253086	WASH & DRY	
Registration Number:	4325832	WASH & DRY REAL LEATHER	
Registration Number:	4689091	X	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 7147558290

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.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	057121-0035
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NAME OF SUBMITTER:	Anna T Kwan
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SIGNATURE:	/atk/
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DATE SIGNED:	11/18/2015
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 3, 2015, 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"), IHC Holding Corp., a Delaware corporation ("IHC" or "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 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, the 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

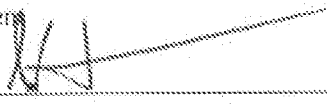
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005671 FRAME: 0699

ACKNOWLEDGED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Agent

By: 

Name: **Ian Fitzgerald**
Title: **Authorized Signatory**




[Signature Page to Trademark Security Agreement]





TRADEMARK
REEL: 005671 FRAME: 0700

SCHEDULE 1

Trademarks

1. REGISTERED TRADEMARKS

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
ABX	86019664 25-JUL-2013	4540518 27-MAY-2014	Registered	Implus Footcare, LLC
BIG GRIP	77685341 06-MAR-2009	3672980 25-AUG-2009	Registered	Implus Footcare, LLC
BIG GRIP II	77685360 06-MAR-2009	3719973 01-DEC-2009	Registered	Implus Footcare, LLC
Design 	85864045 01-MAR-2013	4486315 18-FEB-2014	Registered	Implus Footcare, LLC
Design 	85981462 12-JUL-2012	4527089 06-MAY-2014	Registered	Implus Footcare, LLC
Design 	76658100 27-FEB-2006	3229021 17-APR-2007	Registered	Implus Footcare, LLC
GLOVEMATE	85718480 31-AUG-2012	4431056 12-NOV-2013	Registered	Implus Footcare, LLC
GYM GERMS	77668416 11-FEB-2009	3796922 01-JUN-2010	Registered	Implus Footcare, LLC
HARBINGER	74144612	1741463	Renewed in	Implus Footcare, LLC

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
	05-MAR-1991	22-DEC-1992	2012	
HARBINGER	74377782 12-APR-1993	1815034 04-JAN-1994	Renewed in 2014	Implus Footcare, LLC
HARBINGER	86019798 25-JUL-2013	4494603 11-MAR-2014	Registered	Implus Footcare, LLC
HARBINGER ANTIMICROBIAL TREATED TO CONTROL ODOR CAUSED BY BACTERIA 	85126864 10-SEP-2010	4054944 15-NOV-2011	Registered	Implus Footcare, LLC
REAL WASH & DRY LEATHER 	75569137 13-OCT-1998	2378621 22-AUG-2000	Renewed in 2010	Implus Footcare, LLC
TRAINING GRIP	77561445 03-SEP-2008	3608549 21-APR-2009	Registered Section 2(F)	Implus Footcare, LLC
WASH & DRY	78750376 09-NOV-2005	3253086 19-JUN-2007	Registered Section 2(F)	Implus Footcare, LLC
WASH & DRY REAL LEATHER 	85620709 09-MAY-2012	4325832 23-APR-2013	Registered	Implus Footcare, LLC
X 	85728554 13-SEP-2012	4689091 17-FEB-2015	Registered	Implus Footcare, LLC

