

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3 For All Partners, LLC		06/27/2008	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Nike, Inc.		
Street Address:	One Bowerman Drive, DF4		
City:	Beaverton		
State/Country:	OREGON		
Postal Code:	97005		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78882832	RUNNERS' STATION	
Serial Number:	78882834	RUNNERS' STATION	
Serial Number:	78882827	RUNNERS' STATION	
Serial Number:	78882825	RUNNERS' STATION	
CORRESPONDENCE DATA			
Fax Number:	(503)671-6848		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	503-671-6435		
Email:	joe.quigley@nike.com		
Correspondent Name:	Nike, Inc.		
Address Line 1:	One Bowerman Drive, DF4		
Address Line 4:	Beaverton, OREGON 97005		
NAME OF SUBMITTER:	Joseph J. Quigley		
Signature:	/Joseph J. Quigley/		

CH \$115.00 78882832

Date:

09/02/2008

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

3 For All Partners, LLC a New York limited liability company ("Assignor"), having an address at 230 West 41st Street, 20th Floor, New York, NY 10036, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, irrevocably assigns, transfers and conveys effective as of June 27, 2008 (the "Effective Date"), free from all liens, restrictions and limitations, unto Nike, Inc., an Oregon Corporation ("Assignee"), with an address at One Bowerman Drive, Beaverton, OR 97005, its successors and assigns, all of Assignor's right, title and interest, in perpetuity, throughout the universe in and to all of the trademarks set forth on Schedule A annexed hereto, together with all goodwill symbolized by such trademarks and/or attendant thereto (the "Trademarks"), together with any and all renewals and extensions thereof, along, in each case, to the full extent permitted by law, with any and all claims for past infringement, and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation of any right in or with respect to any of the Trademarks, whether prior to or subsequent to the Effective Date.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for their use forever.

Assignor shall promptly, upon the request of, and at the cost of, Assignee and/or its successors and assigns, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee and/or its successors and assigns may reasonably request to permit the recordation of the assignment made by this instrument and any other documents Assignee or any of its successors or assigns may reasonably deem necessary or advisable to effectuate the terms or intent of this Assignment of Trademarks ("this Assignment").

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of August 26, 2008.

For All Partners, LLC

By: _____

Name: Charlie Morsey

Title: Chief Executive Officer

ACKNOWLEDGEMENT

State of New York)
County of New York) ss:

On the 26th day of August, in the year 2008, before me, the undersigned, personally appeared Charlie Morsey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Lawrence R. Haut
Notary Public

LAWRENCE R. HAUT
NOTARY PUBLIC, State of New York
No. 02HA4847236
Qualified in Westchester County
Commission Expires May 31, 2011

Nike, Inc.

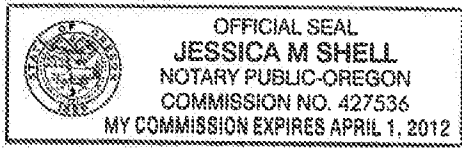
By: [Signature]
Name: Joseph Quigley, Esq.
Title: Assistant General Counsel

ACKNOWLEDGEMENT

State of OREGON)
) ss:
County of WASHINGTON)

On the 7th day of August in the year 2008, before me, the undersigned, personally appeared Joseph Quigley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public



Schedule A

<u>Trademark</u>	<u>Class</u>	<u>Application/Registration No.</u>	<u>Date of App./Reg./Notice</u>
Runners' Station (& Design)	25	78882832	Notice of Allowance 4/8/08
Runners' Station	25	78882834	Notice of Allowance 10/23/07
Runners' Station (& Design)	35	78882827	Notice of Allowance 4/8/08
Runners' Station	35	78882825	Notice of Allowance 11/13/07