

TRADEMARK ASSIGNMENT

02-25-2009

Electronic Version v1.1  
 Stylesheet Version v1.1



103549802

2-23-2009

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Philadelphia Half Marathon, Inc.		01/15/2009	CORPORATION:

RECEIVING PARTY DATA	
Name:	Competitor Group, Inc.
Composed Of:	COMPOSED OF corporation organized in Delaware
Street Address:	9401 Waples Street, Suite 150
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	77517830	PHILADELPHIA DISTANCE RUN

CORRESPONDENCE DATA	
Fax Number:	(858)459-0690
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(858) 459-0581
Email:	GCochran@cmkr.com
Correspondent Name:	Richard K. Circuit
Address Line 1:	1205 Prospect Street, Suite 400
Address Line 4:	La Jolla, CALIFORNIA 92037

NAME OF SUBMITTER:	Richard K. Circuit
Signature:	/Richard K. Circuit/
Date:	02/23/2009

Total Attachments: 1
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OP \$40.00 77517830



**ASSIGNMENT OF TRADEMARKS  
AND  
CONSENT TO ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS AND CONSENT TO ASSIGNMENT OF TRADEMARKS ("Assignment") is entered into and made effective as of the 15<sup>th</sup> day of January, 2009 by and between PHILADELPHIA HALF MARATHON, INC., a California corporation, 9401 Waples Street, Suite 150, San Diego, California, USA ("Assignor") and COMPETITOR GROUP, INC., a Delaware corporation, 9401 Waples Street, Suite 150, San Diego, California, USA ("Assignee"), with reference to the following:

**Recitals**

A. Assignor and Assignee are parties to that certain Agreement and Plan of Merger dated as of November 13, 2007 ("Agreement"), pursuant to which Assignee purchased from Assignor the following Intellectual Property Rights ("Intellectual Property"):

1. Service Mark Serial No. 77517830 for "PHILADELPHIA DISTANCE RUN" filed with the United States Patent and Trademark Office on July 9, 2008.

B. Assignor has agreed to assign to Assignee all of its right, title and interest in and to the above-referenced Intellectual Property under the Agreement; and pursuant to the Agreement, Assignee has agreed to consent to such assignment.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties agree and declare as follows:

**Assignment of Trademarks**

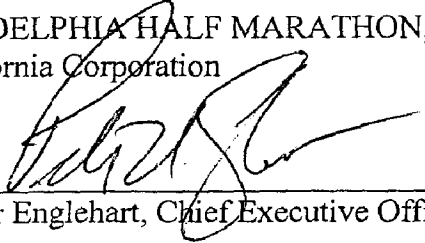
1. Assignment. Assignor hereby assigns transfers and conveys to Assignee all of its right, title and interest in and to the Intellectual Property.

2. Acceptance of Assignment. Assignee does hereby accept the foregoing assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment of Trademarks and Consent to Assignment of Trademarks effective as of the date first above written.

ASSIGNOR:

PHILADELPHIA HALF MARATHON, INC.  
A California Corporation

By:   
Peter Englehart, Chief Executive Officer

ASSIGNEE:

COMPETITOR GROUP, INC.  
A Delaware Corporation

By:   
Peter Englehart, Chief Executive Officer

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