

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Assignment	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
5430 Sports Corp.		09/02/2009	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	World Triathlon Corporation		
<b>Street Address:</b>	2701 North Rocky Point Drive		
<b>Internal Address:</b>	Suite 1250		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33607		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3206063	5430 SPORTS	
Registration Number:	3170334	BOULDER PEAK TRIATHLON	
Registration Number:	3596859	BOULDER TRIATHLON SERIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	caroline.geiger@weil.com, beth.akers@weil.com		
<b>Correspondent Name:</b>	Caroline Paige Geiger		
<b>Address Line 1:</b>	Weil Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	81801-0001 C. GEIGER		
<b>NAME OF SUBMITTER:</b>	Caroline Paige Geiger		

CH \$90.00 3206063

**900143124**

**TRADEMARK  
 REEL: 004061 FRAME: 0017**

Signature:	/Caroline Paige Geiger/
Date:	09/14/2009
Total Attachments: 5 source=81801-0005 Trademark Assignment#page1.tif source=81801-0005 Trademark Assignment#page2.tif source=81801-0005 Trademark Assignment#page3.tif source=81801-0005 Trademark Assignment#page4.tif source=81801-0005 Trademark Assignment#page5.tif	

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT, dated September 2, 2009 (this "Assignment"), is entered into by and between 5430 Sports Corp., a Colorado corporation (the "Assignor"), and World Triathlon Corporation, a Delaware corporation ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the ("Parties").

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement dated June 10, 2009 (the "Agreement");

**WHEREAS**, pursuant to the Agreement, Assignor agreed to assign to Assignee its rights to certain trademarks and trademark applications owned by Assignor;

**WHEREAS**, Assignor wishes to confirm Assignee's ownership of those trademarks and assign to Assignee any right, title and interest that Assignor may have in and to the trademark registrations, trademark applications and material unregistered trademarks listed on the attached Schedule A (the "Assigned Trademarks");

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in and to the Assigned Trademarks and the goodwill of the business in connection with which said marks are used and which are symbolized by said marks, together with all rights derived therefrom, including statutory, common law and contractual rights, in, to and under the Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Trademarks, including in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.
2. The foregoing assignment is, in all events, subject to the Agreement.
3. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Agreement.
4. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned Trademarks.
5. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the

Parties hereunder shall be governed by, and construed in accordance with the laws of the State of New York.

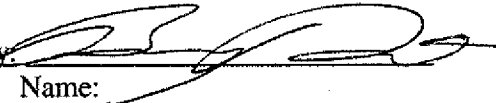
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

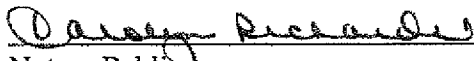
**5430 SPORTS CORP.**

By: \_\_\_\_\_  
Name:  
Title:

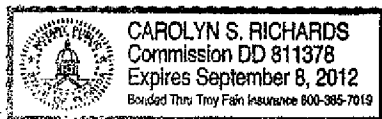
**WORLD TRIATHLON CORPORATION**

By:   
Name:  
Title:

Sworn to and subscribed before me  
this 3rd day of September 2009.

  
Notary Public

My Commission Expires: 9-8-2012



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK  
REEL: 004061 FRAME: 0021

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

**5430 SPORTS CORP.**

By: [Signature]  
Name: Barry Siff  
Title: Owner

**WORLD TRIATHLON CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

5430 Sports Corp personally appeared before me (Barry Siff)  
Sworn to and subscribed before me  
this 14 day of September, 2009.

Joseph Vidal  
Notary Public

SUBSCRIBED AND AFFIRMED, OR SWORN TO BEFORE ME  
IN THE COUNTY OF Boulder STATE OF  
COLORADO THE 14 DAY OF September 2009  
Joseph Vidal  
NOTARY PUBLIC STATE OF COLORADO  
My Commission expires 05/29/2012

My Commission Expires: 05/29/2012

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**SCHEDULE A**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration Number/ Date</b>	<b>Status</b>
5430 SPORTS	United States	3,206,063/ Feb. 6, 2007	Live
BOULDER PEAK TRIATHLON	United States	3,170,334/ Nov. 7, 2006	Live
BOULDER TRIATHLON SERIES	United States	3,596,859/ Mar. 24, 2009	Live