

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
New York Running Company		08/31/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	The Running Specialty Group Acquisitions 1, LLC		
Street Address:	3308 N. Mitthoeffer Road		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46235		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3066959	NEW YORK RUNNING COMPANY	
CORRESPONDENCE DATA			
Fax Number:	(312)759-5646		
Email:	mvalлоне@btlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Melissa A.Vallone/Barnes & Thornburg LLP		
Address Line 1:	P.O. Box 2786		
Address Line 4:	Chicago, ILLINOIS 60690-2786		
ATTORNEY DOCKET NUMBER:	22721-115660		
NAME OF SUBMITTER:	Melissa A. Vallone		
Signature:	/mvalлоне/		
Date:	09/15/2011		

CH \$40.00 3066959

Total Attachments: 6

source=RunCo.1#page1.tif

source=RunCo.1#page2.tif

source=RunCo.1#page3.tif

source=RunCo.1#page4.tif

source=RunCo.1#page5.tif

source=RunCo.1#page6.tif

Intellectual Property Assignment

This Intellectual Property Assignment is by and between Princeton Running Company, Inc. Texas Running Company, LLC, Massachusetts Running Company, LLC, DC Metro Running Company, Inc., USA Running Company, LLC and New York Running Company, LLC (collectively, "Seller") and The Running Specialty Group Acquisitions 1, LLC ("Buyer") and is effective as of August 31, 2011. Seller and Buyer have entered into an Asset Purchase Agreement dated July 27, 2011 (the "Agreement") pursuant to which Seller has sold certain assets as set forth therein, including the assets set forth in this Intellectual Property Assignment, to Buyer. For good and valuable consideration as set forth in the Agreement, Seller and Buyer agree as follows:

1. Seller hereby assigns and transfers to Buyer all right, title and interest of Seller in and to the trademarks (registered and unregistered) identified on Schedule 3.14(c) and any derivation thereof (the "Trademarks"), together with (a) the goodwill of the business symbolized by the Trademarks, (b) its entire right, title and interest in and to any and all registrations of the Trademarks heretofore granted or applied for, (c) any and all common law rights to the Trademarks in the United States and any state thereof and in any country in the world, and (d) any and all claims and demands Seller may have either at law or in equity arising out of any past infringements.
2. Seller hereby grants, sells, assigns and transfers to Buyer all its right, title and interest in and to the works identified on Schedule 3.14(d) (the "Works"), including but not limited to all documentation, including documents of other tangible and intangible materials authored, produced, created, made, delivered, conceived or reduced to practice in whole or in part, which is related to the Copyrights, object and source code listings, , moral rights, copyrights, , and revisions and/or derivatives to all of the foregoing, in all languages and in all forms now known or later developed, including but not limited to electronic formats from which the Works can be perceived, reproduced, or otherwise communicated either directly or with the aid of a machine or device for the full term of copyright and/or patent, and all renewals and extensions thereof throughout the world.
3. Seller hereby assigns, transfers, and conveys to Buyer, all of its right, title and interest in and to the domain names identified on Schedule 3.14(c) (the "Domain Names") and the webpages identified on Schedule 3.14(c) ("Webpages").
4. Seller agrees, upon the reasonable request of Buyer and without further cost to Buyer, to do all other acts, provide any evidence, and execute all documents reasonably necessary or desirable for the transfer, assignment, recordation, application, registration, issuance, renewal, establishment and enforcement of the Trademarks and the Works. Seller agrees to take all steps reasonably necessary to effectuate the transfer of the Domain Names and Webpages to Buyer in a timely manner. At any time and from time to time after the date of this Agreement, at the request of Buyer, and without further consideration or cost to the Buyer, Seller shall execute and deliver such other instruments and take such other action as Buyer may reasonably request as necessary or desirable in order to more effectively transfer, convey and assign the Domain Names and Webpages.

5. Seller shall have no rights remaining in the Trademarks, Works, Domain Names, or Webpages after the Effective Date of the Agreement. Seller shall not use and shall not direct or allow any person or entity over which it has control to use the Trademarks, Domain Names, Webpages or any confusingly similar marks or names, or the Works in any manner whatsoever in the future other than with the express written consent of Buyer.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment as of the date first above written.

BUYER:

**THE RUNNING SPECIALTY GROUP
ACQUISITIONS 1, LLC**

By: 

Name: Gary D. Cohen
Title: Manager

SELLER:

PRINCETON RUNNING COMPANY, INC.

By: _____

Name:
Title:

TEXAS RUNNING COMPANY, LLC

By: _____

Name:
Title:

**MASSACHUSETTS RUNNING COMPANY,
LLC**

By: _____

Name:
Title:

[Signatures to IP Assignment Continue on Next Page]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment as of the date first above written.

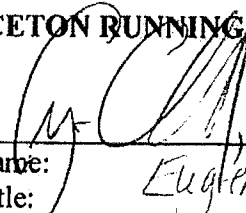
BUYER:

**THE RUNNING SPECIALTY GROUP
ACQUISITIONS I, LLC**

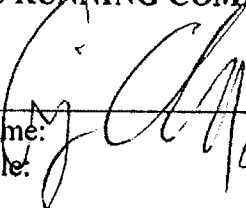
By: _____
Name: Gary D. Cohen
Title: Manager

SELLER:

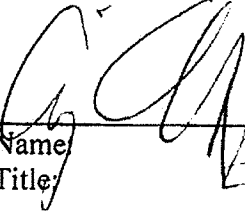
PRINCETON RUNNING COMPANY, INC.

By:  _____
Name: Eugene Mitchell, President
Title: President

TEXAS RUNNING COMPANY, LLC

By:  _____
Name: Eugene Mitchell, President
Title: President

**MASSACHUSETTS RUNNING COMPANY,
LLC**

By:  _____
Name: Eugene Mitchell, President
Title: President

[Signatures to IP Assignment Continue on Next Page]

DC METRO RUNNING COMPANY, INC.

By: Eugene Mitchell As POA for
Name: Eugene Mitchell, President
Title:

USA RUNNING COMPANY, LLC

By: Eugene Mitchell As POA for
Name: Eugene Mitchell, President
Title:

NEW YORK RUNNING COMPANY, LLC

By: Eugene Mitchell As POA for
Name: Eugene Mitchell, President
Title:

[End of Signatures to IP Assignment]

Schedule 3.14(c)

Marks and Net Names

United States Trademark Registrations:

<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Goods/Services</u>	<u>Description</u>
Princeton Running Company	Princeton Running Company	3563360	1/20/2009	Retail store services featuring apparel and footwear (035)	Word Mark
Texas Running Company	Princeton Running Company	3747992 (Supplemental Register)	2/9/2010	Retail store services featuring apparel and footwear (035)	Word Mark
Greater Boston Running Company	Princeton Running Company	3753421 (Supplemental Register)	2/23/2010	Retail store services featuring apparel and footwear (035)	Word Mark
New York Running Company	New York Running Company	3066959 (Supplemental Register)	03/07/2006	Retail store services featuring apparel and footwear (035)	Word Mark