

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
John Bingham Racing, LLC		01/01/2009	LIMITED LIABILITY COMPANY: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	M3S Sports, LLC		
<b>Street Address:</b>	5003 Horizons Drive, Suite 200		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43220		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3434159	CAPITAL CITY HALF MARATHON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(614)451-3156		
<b>Email:</b>	dbabner@m3ssports.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	David Babner		
<b>Address Line 1:</b>	5003 Horizons Drive, Suite 200		
<b>Address Line 4:</b>	Columbus, OHIO 43220		
<b>NAME OF SUBMITTER:</b>		David Babner	
<b>Signature:</b>		/David W. Babner/	
<b>Date:</b>		10/04/2011	
Total Attachments: 1 source=Trademark v2#page1.tif			

OP \$40.00 3434159

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**TRADEMARK**  
**REEL: 004634 FRAME: 0948**

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of January 1, 2009, by John Bingham Racing, LLC, an Ohio limited liability company ("Assignor") in favor of M3S Sports, LLC., an Ohio Limited Liability Company ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademark CAPITAL CITY HALF MARATHON, Registration Number 3434159 (the "Mark");

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Mark and any and all goodwill of the business associated with the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably transfers, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Mark, together with the goodwill of the business associated therewith, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured.
2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Mark and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Assignor hereby represents warrants and covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment. This Assignment shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

John Bingham Racing, LLC

By:   
David W. Babner, Member

Acknowledgement:

M3S Sports, LLC

By:   
Name: David W. Babner, Manager