

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<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>
World Triathlon Corporation		01/22/2012	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	5430 Sports Corp.		
<b>Street Address:</b>	3745 Cloverleaf Drive		
<b>City:</b>	Boulder		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80304		
<b>Entity Type:</b>	CORPORATION: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3206063	5430 SPORTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(813)868-5930		
<b>Phone:</b>	813-868-5922		
<b>Email:</b>	carolyn@ironman.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>	Carolyn Richards		
<b>Address Line 1:</b>	2701 North Rocky Point Dri		
<b>Address Line 2:</b>	Ste 1250		
<b>Address Line 4:</b>	Tampa, FLORIDA 33607		
<b>ATTORNEY DOCKET NUMBER:</b>	3206063 ASSIGNMENT		
<b>NAME OF SUBMITTER:</b>	Carolyn Richards		
<b>Signature:</b>	/Carolyn Richards/		

OP \$40.00 3206063

Date:

02/23/2012

**Total Attachments: 3**

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TRADEMARK ASSIGNMENT

Regarding "5430 SPORTS" (U.S. Reg. No. 3,206,063)

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of February 20, 2012, is entered into by and between World Triathlon Corporation, a Florida corporation (the "Assignor") and 5430 Sports Corp., a Colorado corporation (the "Assignee"). Both Assignor and Assignee are collectively referred to herein as the ("Parties").

**WHEREAS**, pursuant to that certain ASSET PURCHASE AGREEMENT, dated June 10, 2009, between, *inter alia*, the Parties and certain affiliates of Assignee, as amended by that certain FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT, dated February 20, 2012 (collectively, the "APA"), Assignor agreed to, among other things, assign to Assignee rights to certain trademarks owned by Assignor, including the trademark registration listed on the attached Schedule A (the "Assigned Trademark"); and

**WHEREAS**, Assignor wishes to hereby confirm Assignee's ownership of the Assigned Trademark and assignment to Assignee of any and all right, title and, interest that Assignor may have in the Assigned Trademark.

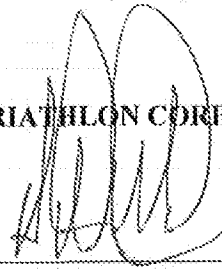
**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

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 Trademark, along with the registrations therefor and the goodwill in and symbolized by the Assigned Trademark throughout the United States, together with all rights derived therefrom, including statutory, common law and contractual rights, in, to and under the Assigned Trademark, 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 Trademark 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, if any, now or hereafter due or payable with respect to the Assigned Trademark, including in and under any 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 Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Assigned Trademark.
3. This Assignment is subject to, and qualified in all respects by, the terms of the APA. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns.

{The signature page directly follows.}

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

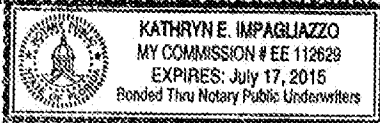
WORLD TRIATHLON CORPORATION




By: \_\_\_\_\_  
Name: ANDREW MESSICK  
Title: CHIEF EXECUTIVE OFFICER

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

On the 22<sup>nd</sup> day of February, 2012, before me, the undersigned Notary Public, personally appeared ANDREW MESSICK, an officer of World Triathlon Corporation, known to me to be the person whose name is subscribed to above, and acknowledged that he executed the same for the purposes therein contained. In witness hereof, I hereunto set my hand and official seal.



  
Printed Name: KATHRYN E. IMPAGLIAZZO  
My Commission Expires: July 17, 2015  
Notary Public in and for the State of Florida

SEAL

5430 SPORTS CORP.

By: \_\_\_\_\_  
Name: BARRY SIFF  
Title: PRESIDENT



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

[ SCHEDULE "A" DIRECTLY FOLLOWS ]

SCHEDULE A

Trademark	Jurisdiction	Registration Number / Date
5430 SPORTS	United States	3,206,063 / Feb. 6, 2007