

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
World Triathlon Corporation		05/08/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 136			
Property Type	Number	Word Mark	
Registration Number:	4086218	IRONLIFE	
Registration Number:	4086217	IRONAPPAREL	
Registration Number:	4086216	IRONFITNESS	
Registration Number:	4086215	IRONREST	
Registration Number:	4086214	IRONFUEL	
Registration Number:	4086213	IRONGEAR	
Registration Number:	4088789	IRONKIDS	
Registration Number:	4082133		
Registration Number:	4078964	IRONMAN	
Registration Number:	4069722	IRONMAN	
Registration Number:	4058644	IRONMAN	
Registration Number:	4058643	IRONMANLIFE	
Registration Number:	4060926	IRONMAN RESTORE	
Registration Number:	4044071	IRON GIRL	

Registration Number:	4040798	IRON GIRL
Registration Number:	3992349	IRONMAN RACE TIMING
Registration Number:	3970556	M
Registration Number:	3970387	IRONMAN
Registration Number:	3928235	M 70.3
Registration Number:	3897492	IRONMAN RACE TIMING
Registration Number:	3897269	70.3
Registration Number:	3861092	THE IRONMAN STORE
Registration Number:	3861091	IRONMAN360.COM
Registration Number:	3864610	THE ROAD TO KONA
Registration Number:	3170334	BOULDER PEAK TRIATHLON
Registration Number:	3102494	70.3
Registration Number:	3298918	70.3
Registration Number:	3040767	IRON GIRL
Registration Number:	3143209	IRONMAN
Registration Number:	3040731	IRONMAN
Registration Number:	2998100	IRONMAN
Registration Number:	2945327	
Registration Number:	2990637	IRON GIRL
Registration Number:	2908851	IRON GIRL
Registration Number:	2908850	
Registration Number:	2908849	IRON GIRL
Registration Number:	2908847	IRON GIRL
Registration Number:	2911298	IRONMAN
Registration Number:	2929884	IRON GIRL IT'S YOUR TURN
Registration Number:	2889373	
Registration Number:	2908844	IRONMAN PRODUCTIONS
Registration Number:	2891454	IRONMAN
Registration Number:	2869852	IRONMAN TRIATHLON
Registration Number:	4067753	K
Registration Number:	4053604	IRONMAN PERFORM
Registration Number:	4053603	IRONMAN PERFORM
Registration Number:	3941945	IRONMAN PERFORM
Registration Number:	3881591	IRONMAN
Registration Number:	3881590	IRONMAN

TRADEMARK

REEL: 004777 FRAME: 0128

	3840183	M XC
Registration Number:	3836900	IRONMAN XC
Registration Number:	3777373	IAMTRI
Registration Number:	3660080	IRONKIDS
Registration Number:	3696596	IRONMAN
Registration Number:	3505140	IRONKIDS
Registration Number:	3675102	IRONKIDS
Registration Number:	3434932	A TICKET TO KONA
Registration Number:	3422127	IRONMAN
Registration Number:	3328979	IRONMAN
Registration Number:	3406214	IRONMAN.COM
Registration Number:	2942779	IRONMAN FITNESS
Registration Number:	2896856	IRONMAN
Registration Number:	2831750	IRONMAN
Registration Number:	2827558	IRON MATE
Registration Number:	2806538	M
Registration Number:	2806537	IRONMAN
Registration Number:	2902112	IRONMAN
Registration Number:	2902111	IRONMAN
Registration Number:	2902110	M
Registration Number:	2787455	IRONMAN
Registration Number:	2784932	ANYTHING IS POSSIBLE
Registration Number:	2845630	IRONMAN PRODUCTIONS
Registration Number:	3300397	IRONMAN
Registration Number:	2701768	IRONMAN
Registration Number:	2869941	HALF IRONMAN TRIATHLON
Registration Number:	2767309	HALF IRONMAN
Registration Number:	2669885	HALF IRONMAN TRIATHLON
Registration Number:	2450736	IRONWOMAN
Registration Number:	2525563	IRONKIDS
Registration Number:	2477113	IRON GIRL
Registration Number:	3529542	IRONKIDS
Registration Number:	2350149	IRONMAN
Registration Number:	2343316	IRONMANLIVE.COM
Registration Number:	2840470	IRONWOMAN

	2811990	IRONMAN
Registration Number:	2787785	IRON GIRL
Registration Number:	2356232	IRONMAN TRIATHLON
Registration Number:	2261283	IRONMAN
Registration Number:	2022721	IRONMAN
Registration Number:	1873783	IRONMAN
Registration Number:	1731333	M
Registration Number:	1727447	M
Registration Number:	1705114	IRONMAN TRIATHLON
Registration Number:	1873005	IRON GEAR
Registration Number:	2380160	IRON MAN
Registration Number:	1462281	IRONMAN TRIATHLON WORLD CHAMPIONSHIP
Registration Number:	1280976	M
Registration Number:	1353313	IRONMAN
Registration Number:	1258881	"IRON MAN" WORLD TRIATHLON CHAMPIONSHIP
Registration Number:	3147372	TIMBERMAN TRIATHLON
Serial Number:	85231139	FINISHER
Serial Number:	85231125	FINISHER
Serial Number:	85004521	IRONMAN
Serial Number:	85004517	IRONMAN
Serial Number:	85144160	IRONMAN 70.3
Serial Number:	85067590	IRONMAN WHEEL RENTALS
Serial Number:	85067860	M
Serial Number:	85047808	IRONMAN POWER
Serial Number:	85064444	IRON MUD
Serial Number:	85201908	IRONKIDS
Serial Number:	85142057	MUDVENTURE
Serial Number:	85199798	
Serial Number:	85146219	IRON GIRL
Serial Number:	85199781	IRON GIRL
Serial Number:	85199738	IRON GIRL
Serial Number:	85232211	IRONBABY
Serial Number:	85146359	IRON GIRL
Serial Number:	85074848	5I50
Serial Number:	85074823	5I50

	85074164	5150
Serial Number:	77934948	IRONMAN
Serial Number:	77934940	IRONMAN
Serial Number:	77934933	IRONMAN
Serial Number:	77934977	IRON GIRL
Serial Number:	77934963	IRON GIRL
Serial Number:	77934951	IRONMAN
Serial Number:	77934971	IRON GIRL
Serial Number:	77934969	IRON GIRL
Serial Number:	77934961	IRON GIRL
Serial Number:	77934974	IRON GIRL
Serial Number:	77948312	IRONMAN PERFORM
Serial Number:	77948296	IRONMAN PERFORM
Serial Number:	77948242	IRONMAN PERFORM
Serial Number:	85576778	IRONMAN
Serial Number:	85583137	K
Serial Number:	85576820	M

CORRESPONDENCE DATA

Fax Number: 4045725135
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-572-3458
Email: slake@kslaw.com
Correspondent Name: Susan Lake, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09636-015082
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	05/11/2012

Total Attachments: 14
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 8, 2012, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 8, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

WORLD TRIATHLON CORPORATION,
as Grantor

By: 

Name: Dave Rawden

Title: Interim Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

WORLD TRIATHLON CORPORATION,
as Grantor

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By:



Name: John C. Bambach

Title: Duly Authorized Signatory

SCHEDULE 1

I. Trademark Registrations:

<u>Entity</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>
World Triathlon Corporation	IRONLIFE	4086218	January 17, 2012
World Triathlon Corporation	IRONAPPAREL	4086217	January 17, 2012
World Triathlon Corporation	IRONFITNESS	4086216	January 17, 2012
World Triathlon Corporation	IRONREST	4086215	January 17, 2012
World Triathlon Corporation	IRONFUEL	4086214	January 17, 2012
World Triathlon Corporation	IRONGEAR	4086213	January 17, 2012
World Triathlon Corporation	IRONKIDS	4088789	January 17, 2012
World Triathlon Corporation	n/a	4082133	January 10, 2012
World Triathlon Corporation	IRONMAN	4078964	January 3, 2012
World Triathlon Corporation	IRONMAN	4069722	December 13, 2011
World Triathlon Corporation	IRONMAN	4058644	November 22, 2011
World Triathlon Corporation	IRONMANLIFE	4058643	November 22, 2011
World Triathlon Corporation	IRONMAN RESTORE	4060926	November 22, 2011
World Triathlon Corporation	IRON GIRL	4044071	October 25, 2011

Entity	Trademark	Reg. No.	Date
World Triathlon Corporation	IRON GIRL	4040798	October 18, 2011
World Triathlon Corporation	IRONMAN RACE TIMING	3992349	July 12, 2011
World Triathlon Corporation	M	3970556	May 31, 2011
World Triathlon Corporation	IRONMAN	3970387	May 31, 2011
World Triathlon Corporation	M 70.3	3928235	March 8, 2011
World Triathlon Corporation	IRONMAN RACE TIMING	3897492	December 28, 2010
World Triathlon Corporation	70.3	3897269	December 28, 2010
World Triathlon Corporation	THE IRONMAN STORE	3861092	October 12, 2010
World Triathlon Corporation	IRONMAN360.com	3861091	October 12, 2010
World Triathlon Corporation	THE ROAD TO KONA	3864610	October 19, 2010
World Triathlon Corporation	BOULDER PEAK TRIATHLON	3170334	November 7, 2006
World Triathlon Corporation	70.3	3102494	June 6, 2006
World Triathlon Corporation	70.3	3298918	September 25, 2007
World Triathlon Corporation	IRONGIRL	3040767	January 10, 2006
World Triathlon Corporation	IRONMAN	3143209	September 12, 2006
World Triathlon	IRONMAN	3040731	January 10, 2006

Entity	Trademark	Reg. No.	Date
Corporation			
World Triathlon Corporation	IRONMAN	2998100	September 20, 2005
World Triathlon Corporation	n/a	2945327	April 26, 2005
World Triathlon Corporation	IRONGIRL	2990637	August 30, 2005
World Triathlon Corporation	IRON GIRL	2908851	December 7, 2004
World Triathlon Corporation	n/a	2908850	December 7, 2004
World Triathlon Corporation	IRON GIRL	2908849	December 7, 2004
World Triathlon Corporation	IRON GIRL	2908847	December 7, 2004
World Triathlon Corporation	IRONMAN	2911298	December 14, 2004
World Triathlon Corporation	IRON GIRL IT'S YOUR TURN	2929884	March 1, 2005
World Triathlon Corporation	n/a	2889373	September 28, 2004
World Triathlon Corporation	IRONMAN PRODUCTIONS	2908844	December 7, 2004
World Triathlon Corporation	IRONMAN	2891454	October 5, 2004
World Triathlon Corporation	IRONMAN TRIATHLON	2869852	August 3, 2004
World Triathlon Corporation	K	4067753	December 6, 2011
World Triathlon Corporation	IRONMAN PERFORM	4053604	November 8, 2011

Entity	Trademark	Reg. No.	Date
World Triathlon Corporation	IRONMAN PERFORM	4053603	November 8, 2011
World Triathlon Corporation	IRONMAN PERFORM	3941945	April 5, 2011
World Triathlon Corporation	IRONMAN	3881591	November 23, 2010
World Triathlon Corporation	IRONMAN	3881590	November 23, 2010
World Triathlon Corporation	M XC	3840183	August 31, 2010
World Triathlon Corporation	IRONMAN XC	3836900	August 24, 2010
World Triathlon Corporation	IAMTRI	3777373	April 20, 2010
World Triathlon Corporation	IRONKIDS	3660080	July 28, 2009
World Triathlon Corporation	IRONMAN	3696596	October 13, 2009
World Triathlon Corporation	IRONKIDS	3505140	September 23, 2008
World Triathlon Corporation	IRONKIDS	3675102	September 1, 2009
World Triathlon Corporation	A TICKET TO KONA	3434932	May 27, 2008
World Triathlon Corporation	IRONMAN	3422127	May 6, 2008
World Triathlon Corporation	IRONMAN	3328979	November 6, 2007
World Triathlon Corporation	IRONMAN.COM	3406214	April 1, 2008
World Triathlon	IRONMAN Fitness	2942779	April 19, 2005

Entity	Trademark	Reg. No.	Date
Corporation			
World Triathlon Corporation	IRONMAN	2896856	October 26, 2004
World Triathlon Corporation	IRONMAN	2831750	April 13, 2004
World Triathlon Corporation	IRON MATE	2827558	March 30, 2004
World Triathlon Corporation	M	2806538	January 20, 2004
World Triathlon Corporation	IRONMAN	2806537	January 20, 2004
World Triathlon Corporation	IRONMAN	2902112	November 9, 2004
World Triathlon Corporation	IRONMAN	2902111	November 9, 2004
World Triathlon Corporation	M	2902110	November 9, 2004
World Triathlon Corporation	IRONMAN	2787455	November 25, 2003
World Triathlon Corporation	ANYTHING IS POSSIBLE	2784932	November 18, 2003
World Triathlon Corporation	IRONMAN PRODUCTIONS	2845630	May 25, 2004
World Triathlon Corporation	IRONMAN	3300397	October 2, 2007
World Triathlon Corporation	IRONMAN	2701768	April 1, 2003
World Triathlon Corporation	HALF IRONMAN TRIATHLON	2869941	August 3, 2004
World Triathlon Corporation	HALF IRONMAN	2767309	September 23, 2003

Entity	Trademark	Reg. No.	Date
World Triathlon Corporation	HALF IRONMAN TRIATHLON	2669885	December 31, 2002
World Triathlon Corporation	IRONWOMAN	2450736	May 15, 2001
World Triathlon Corporation	IRONKIDS	2525563	January 1, 2002
World Triathlon Corporation	IRON GIRL	2477113	August 14, 2001
World Triathlon Corporation	IRONKIDS	3529542	September 22, 1992
World Triathlon Corporation	IRONMAN	2350149	May 16, 2000
World Triathlon Corporation	IRONMANLIVE.COM	2343316	April 18, 2000
World Triathlon Corporation	IRONWOMAN	2840470	May 11, 2004
World Triathlon Corporation	IRONMAN	2811990	February 10, 2004
World Triathlon Corporation	IRON GIRL	2787785	December 2, 2003
World Triathlon Corporation	IRONMAN TRIATHLON	2356232	June 6, 2000
World Triathlon Corporation	IRONMAN	2261283	July 13, 1999
World Triathlon Corporation	IRONMAN	2022721	December 17, 1996
World Triathlon Corporation	IRONMAN	1873783	January 17, 1995
World Triathlon Corporation	M	1731333	November 10, 1992
World Triathlon	M	1727447	October 27, 1992

Entity	Trademark	Reg. No.	Date
Corporation			
World Triathlon Corporation	IRONMAN TRIATHLON	1705114	August 4, 1992
World Triathlon Corporation	IRON GEAR	1873005	January 10, 1995
World Triathlon Corporation	IRONMAN	2380160	August 29, 2000
World Triathlon Corporation	IRONMAN TRIATHLON WORLD CHAMPIONSHIP	1462281	October 20, 1987
World Triathlon Corporation	M	1280976	June 5, 1984
World Triathlon Corporation	IRONMAN	13533313	August 6, 1985
World Triathlon Corporation	"IRON MAN" WORLD TRIATHLON CHAMPIONSHIP	1258881	November 22, 1983
World Triathlon Corporation	TIMBERMAN TRIATHLON	3147372	September 26, 2006

II. Trademark Applications:

<u>Entity</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Date</u>
World Triathlon Corporation	FINISHER	85231139	February 1, 2011
World Triathlon Corporation	FINISHER	85231125	February 1, 2011
World Triathlon Corporation	IRONMAN	85004521	April 1, 2010
World Triathlon Corporation	IRONMAN	85004517	April 1, 2010
World Triathlon Corporation	IRONMAN 70.3	85144160	January 17, 2012
World Triathlon Corporation	IRONMAN WHEEL RENTALS	85067590	June 21, 2010
World Triathlon Corporation	M	85067860	June 21, 2010
World Triathlon Corporation	IRONMAN POWER	85047808	May 25, 2010
World Triathlon Corporation	IRON MUD	85064444	June 16, 2010
World Triathlon Corporation	IRONKIDS	85201908	December 20, 2010
World Triathlon Corporation	MUDVENTURE	85142057	September 30, 2010
World Triathlon Corporation	n/a	85199798	December 16, 2010
World Triathlon Corporation	IRON GIRL	85146219	October 6, 2010
World Triathlon Corporation	IRON GIRL	85199781	December 16, 2010
World Triathlon	IRON GIRL	85199738	December 16, 2010

Entity	Trademark	Application No.	Date
Corporation			
World Triathlon Corporation	IRONBABY	85232211	February 2, 2011
World Triathlon Corporation	IRONGIRL	85146359	October 6, 2010
World Triathlon Corporation	5i50	85074848	June 30, 2010
World Triathlon Corporation	5i50	85074823	June 30, 2010
World Triathlon Corporation	5150	85074164	June 29, 2010
World Triathlon Corporation	IRONMAN	77934948	February 12, 2010
World Triathlon Corporation	IRONMAN	77934940	February 12, 2010
World Triathlon Corporation	IRONMAN	77934933	February 12, 2010
World Triathlon Corporation	IRON GIRL	77934977	February 12, 2010
World Triathlon Corporation	IRON GIRL	77934963	February 12, 2010
World Triathlon Corporation	IRONMAN	77934951	February 12, 2010
World Triathlon Corporation	IRON GIRL	77934971	February 12, 2010
World Triathlon Corporation	IRON GIRL	77934969	February 12, 2010
World Triathlon Corporation	IRON GIRL	77934961	February 12, 2010
World Triathlon Corporation	IRON GIRL	77934974	February 12, 2010

Entity	Trademark	Application No.	Date
World Triathlon Corporation	IRONMAN PERFORM	77948312	March 2, 2010
World Triathlon Corporation	IRONMAN PERFORM	77948296	March 2, 2010
World Triathlon Corporation	IRONMAN PERFORM	77948242	March 2, 2010
World Triathlon Corporation	IRONMAN	85576778	March 22, 2012
World Triathlon Corporation	K	85583137	March 29, 2012
World Triathlon Corporation	M	85576820	March 22, 2012

III. Trademark Licenses:

None.