

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
SUPER RUNNERS SHOP INC		05/16/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	SUREFOOT, L.C.		
Street Address:	1500 Kearns Boulevard, Suite A100		
City:	Park City		
State/Country:	UTAH		
Postal Code:	84060		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2017561	SUPER RUNNERS SHOP	
Registration Number:	2001344	SUPER RUNNER'S SHOP	
CORRESPONDENCE DATA			
Fax Number:	8015321500		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	801-532-1500		
Email:	lessig@rqn.com, rmdasen@rqn.com		
Correspondent Name:	Lester K. Essig		
Address Line 1:	36 South State Street, Suite 1400		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	22954-32		
NAME OF SUBMITTER:	Lester K. Essig		
Signature:	/Lester K. Essig/		

OP \$65.00 2017561

Date:

05/16/2012

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
(Assignment from Super Runners Shop Entities to Surefoot, L.C.)

This Intellectual Property Assignment Agreement ("Agreement") is entered into by and between Super Runner's Shop, Inc., a New York corporation, Super Runners Shop West, Inc., a New York corporation, Super Runners Management, Inc., a New York corporation, Super Runners Shop Court Street, Inc., a New York corporation, Super Runners Shop 72nd Street, Inc., a New York corporation, Super Runners Shop 50th Street, Inc., f/k/a Super Runners Shop 49th Street, Inc., a New York corporation, Super Runners Shop 7th Avenue, Inc., a New York corporation, Huntington Outlet Shoes, Inc., a New York corporation, and Super Runners Shop 96th Street Inc., a New York corporation, all with an address at 355 New York Avenue, Huntington, New York 11743 (collectively the "Assignors"), and Surefoot, L.C., a Utah limited liability company, with an address at 1500 Kearns Boulevard, Suite A100, Park City, Utah 84060 ("Assignee").

A. One or more of the Assignors has adopted and used, whether directly or through license arrangements, and is owner of all right, title and interest in and to, those service marks, trademarks and trade names set forth in Exhibit A, attached herewith and by this reference made a part hereof, and any others not listed therein that one or more of the Assignors may have ownership rights in that have been used, whether directly or through license arrangements, in connection with the services, goods and/or business of one or more of said Assignors or their licensees prior to the date of this Agreement, all as used in any form, design, color, size, print style or medium, with and without accompanying logos and/or slogans, and including all applications and registrations for all of the foregoing (all of the foregoing service marks, trademarks and trade names, and all of the foregoing applications, registrations and other rights, are hereinafter collectively referred to as the "Marks").

B. One or more of the Assignors has adopted and used, whether directly or through license arrangements, and is owner of all right, title and interest in and to, those domain names set forth in Exhibit B, attached herewith and by this reference made a part hereof, and any others not listed that one or more of the Assignors may have ownership rights in that relate to the services, goods and/or business of one or more of the Assignors or their licensees prior to the date of this Agreement, and including all applications and registrations for all of the foregoing (all of the foregoing domain names, and all of the foregoing applications, registrations and other rights, are hereinafter collectively referred to as the "Domain Names").

C. Assignor has created or acquired and is owner of all right, title and interest, and all copyrights, patents, patent rights and other intellectual property rights, in and to, any and all creative works, including without limitation, all brochures, flyers, circulars, posters, signs, advertisements, promotional materials, websites, website materials, webpages, internet advertisements, logos, designs, art, art work, drawings, depictions, photographs, drafts, prints, charts, graphs, graphics, printed materials, instructional materials, educational materials, manuals, inventions, processes, computer programs, software, source code, object code and other works, used in connection with, or as created for use in connection with, the services, goods and/or business of any of the Assignors, in which one or more of the Assignors has ownership rights of any type, and including all applications and registrations for all of the foregoing (all of the foregoing creative works, and all of the foregoing applications, registrations and other rights, are hereinafter collectively referred to as the "Copyright Works").

D. Assignors wish to assign, and Assignee wishes to receive, all of Assignors' right, title and interest in and to the Marks, Domain Names and Copyright Works and related assets and rights as set forth hereafter.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. All of the Assignors hereby unconditionally assign, transfer, grant, convey, sell and relinquish to Assignee, forever, and Assignee hereby accepts, all of Assignors' right, title and interest, throughout the world, in and to (a) all Marks, Domain Names and Copyright Works, including, without limitation, all service mark rights, trademark rights, trade name rights, domain name rights, common law rights, copyrights, patent rights, patent registration rights, shop rights, trade secret rights, registration rights, pending application rights, and other rights in the foregoing; (b) the goodwill of the business symbolized by the foregoing; (c) all documents, items and materials relating to ownership of the foregoing; (d) all benefits and advantages relating to use of the foregoing; (e) the right to file any further applications, registrations, renewals or extensions under any law, convention or treaty with respect to the foregoing; (f) the right to take any and all actions, enforce rights, and recover, for any past, present or future infringements with respect to the foregoing; and (g) all other powers, privileges and rights with respect to the foregoing (all of the foregoing are hereinafter collectively referred to as the "Assigned Rights").

2. Delivery. Assignors shall deliver and otherwise surrender possession of all documents, items and materials relating to ownership of the Assigned Rights to Assignee upon execution of this Agreement. Assignors shall sign and deliver all other documents, items and materials to, and cooperate with and undertake and perform all tasks reasonably requested by, Assignee, to make the assignment and other provisions of this Agreement effective and to allow Assignee to record, register, assign or otherwise perfect or improve Assignee's rights in the Assigned Rights.

3. Representations. Assignors acknowledge, agree, represent and warrant that: (a) Assignee shall be and is now, as a result of the foregoing, exclusive owner of all of Assignors' right, title and interest in the Assigned Rights, if any; (b) Assignors have not granted or entered into, and will not grant or enter into, any assignments, licenses, leases or other agreement with third parties relating to or adversely affecting the Assigned Rights; (c) Assignee is not assuming any liabilities whatsoever under this Agreement, except as required by law; and (d) except as otherwise specifically provided for in that certain Agreement for the Purchase and Sale of Assets dated April 4, 2012 and entered into among the parties (the "Asset Purchase Agreement"), Assignors will cease all use of the Assigned Rights upon the closing date of the asset purchase relating thereto, and will not file applications for or seek to register, own or use any of the Assigned Rights, or otherwise oppose or challenge Assignee's rights in any of the Assigned Rights, directly or indirectly, at any time.

4. Moral Rights. Assignors acknowledge the possible existence of Assignors' statutory moral rights in the Copyright Works to the extent they may qualify as works of visual art to be used as such pursuant to Title 17 Section 106A of the United States Code, or its successor statute, and do hereby expressly and forever waive all such rights.

5. Consideration. The consideration to be provided by Assignee with respect to the assignments and other rights granted under this Agreement is as set forth in the Asset Purchase Agreement.

6. Recordation. The Commissioner for Trademarks, the United States Copyright Office, the Utah Division of Corporations, and other state, federal, commercial, private, foreign and international agencies, representatives, registrars and businesses are hereby requested to permit the recordation of this Agreement and to make corresponding changes to their respective registries to identify Assignee as owner of the Marks, Domain Names and Copyright Works, all Assigned Rights, and related goodwill.

7. Miscellaneous. This Agreement shall be governed by the laws of the state of New York and applicable federal law, without regard to New York conflicts of law provisions. The headings herein are for reference only and shall not define or limit the provisions hereof. This Agreement, along with the Asset Purchase Agreement and all agreements and documents relating thereto, constitute the entire agreement between Assignors and Assignee with respect to the subject matter addressed herein, and all other prior or contemporaneous agreements, other than those noted pursuant to this Agreement, whether written or oral, as may relate to the same, are hereby superseded by this Agreement with respect to the subject matter of this Agreement. This Agreement is fully assignable by the parties. This Agreement may not be altered, modified, amended or changed, in whole or in part, except by a writing executed by the parties. This Agreement shall be binding upon the parties and their heirs, successors, assigns, transferees, grantees, executors and administrators.

8. Excluded Assets Under Asset Purchase Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be deemed to assign, transfer, grant, convey, sell or relinquish any of the "Excluded Assets," as such term is defined in section 1.1 of the Asset Purchase Agreement.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the 16 day of May, 2012.

"Assignors"

"Assignee"

SUPER RUNNER'S SHOP, INC.

SUREFOOT, L.C.

By: Gary Muhrecke
Name: Gary Muhrecke
Title: President

By: Robert J. Shay
Name: Robert J. Shay
Title: President/Founder

SUPER RUNNERS SHOP WEST, INC.

By: Gary Muhrecke
Name: Gary Muhrecke
Title: Secretary

SUPER RUNNERS MANAGEMENT, INC.

By: Gary Muhrecke
Name: Gary Muhrecke
Title: Secretary

SUPER RUNNERS SHOP COURT STREET, INC.

By: Gary Muhrecke
Name: Gary Muhrecke
Title: v

SUPER RUNNERS SHOP 72ND STREET, INC.

By: Gary Muhrecke
Name: Gary Muhrecke
Title: Secretary

SUPER RUNNERS SHOP 50TH STREET, INC.,
f/k/a SUPER RUNNERS SHOP 49TH STREET, INC.

By: *Gary Muhrcke*
Name: Gary Muhrcke
Title: Secretary

SUPER RUNNERS SHOP 7TH AVENUE, INC.

By: *Gary Muhrcke*
Name: Gary Muhrcke
Title: Secretary

HUNTINGTON OUTLET SHOES, INC.

By: *Gary Muhrcke*
Name: Gary Muhrcke
Title: Secretary

SUPER RUNNERS SHOP 96TH STREET INC.

By: *Gary Muhrcke*
Name: Gary Muhrcke
Title: Secretary

1182528

EXHIBIT A

SERVICE MARKS, TRADEMARKS AND TRADE NAMES

<u>Service Marks, Trademarks and Trade Names</u>	<u>Application or Registration Number</u>
SUPER RUNNERS SHOP	2017561 (United States)
SUPER RUNNERS SHOP	2001344 (United States)
SUPER RUNNERS SHOP GIFT CARD	
HUNTINGTON SHOE OUTLET	
HUNTINGTON OUTLET SHOES	

EXHIBIT B

DOMAIN NAMES

Domain Names

SUPERRUNNERSSHOP.COM

Registrar

Network Solutions, LLC