

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
Kelley C. Flick		06/08/2012	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	SHEROX ATHLETICS, LLC		
Street Address:	338 E 960 S		
City:	Salem		
State/Country:	UTAH		
Postal Code:	84653		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3357981	SHEROX ATHLETICS	
Serial Number:	85638105	SHEROX ATHLETICS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	latiffany.brown@kattenlaw.com		
Correspondent Name:	LaTiffany Brown c/o Katten Muchin Rosenm		
Address Line 1:	525 West Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-30		
NAME OF SUBMITTER:	LaTiffany Brown		
Signature:	/LaTiffany Brown/		
Date:	06/20/2012		

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TRADEMARK

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into effective as of the date last below written ("Effective Date") by and between **KELLEY C. FLICK**, an individual and **SHEROX ATHLETICS, LLC**, an Utah limited liability company, with its principal office at 338 E 960 S, Salem, UT 84653 (collectively with their respective affiliates, the "Assignor" or "Licensee"), and **PHILADELPHIA TRIATHLON, LLC**, a Pennsylvania limited liability company, with its principal office at 203 E. Lancaster Ave., Wayne, PA 19087 ("Assignee" or "Licensor").

RECITALS

WHEREAS, Assignor is the owner of the trademark SHEROX (the "Mark"), as well as the corresponding trademark registration U.S. Reg. No. 3,357,981 for use in connection with certain goods as set forth in the attached **Exhibit B** and the corresponding application to register the Mark based on Assignor's *bona fide* intent to use the Mark in connection with certain services as set forth in the attached **Exhibit B** (collectively, the "Filings"), and desires to assign the Mark and the Filings to Assignee; and

WHEREAS, Assignee has been using the Mark in connection with endurance sporting events and related commercial activities, under that certain Trademark License Agreement dated February 1, 2008 between SheROX Athletics, LLC and Assignee (the "License Agreement"), and desires to acquire from Assignee all right, title and interest in and to the Mark and the Filings, together with the goodwill associated therewith and the portions of Assignor's business that are symbolized by the Mark and for which Assignor has a *bona fide* intent to use the Mark.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and other good and valuable consideration set forth below, the parties hereto agree as follows:

1. Assignor hereby transfers and assigns to Assignee, its successors and assigns, all right, title, and interest in and to the Mark and the Filings, including all common law rights, together with the goodwill of the business associated with the use of, and symbolized by, the Mark and for which Assignor has a *bona fide* intent to use the Mark. Assignor agrees to execute any required documents, including but not limited to the Assignment form attached hereto as **Exhibit A**, to provide upon request any required records, and otherwise to cooperate fully with Assignee as may be necessary to accomplish the transfer and assignment of such right, title and interest in and to the Mark and the Filings.

2. Within ten (10) business days from the Effective Date of this Agreement, Assignee shall pay to Assignor Seventy Thousand Dollars (US\$70,000) as the total purchase price for the Mark and the Filings, by check or wire transfer as instructed by Assignor. If such payment is not made within such ten (10) business day period, this Agreement shall be null and void.

3. Assignor acknowledges that, upon the execution of this Agreement and Assignor's receipt of the payment provided for in paragraph 2 above, Assignee is the owner of all right, title and interest in and to the Mark and the Filings, including all common law rights that have accrued to Assignor, and is also the owner of the goodwill attached to the Mark and the portions of Assignor's business that are symbolized by the Mark and for which Assignor has a *bona fide* intent to use the Mark.

4. Upon the Effective Date of this Agreement, the parties expressly agree that the License Agreement shall be terminated.

5. The parties, each on behalf of itself and its members, managers, officers, agents and affiliates, as applicable, hereby release, acquit and discharge one another and their respective past and present members, managers, officers, agents, employees, predecessors, assigns, successors (including any successor owners of the Mark), attorneys and insurers from any and all actual or potential liabilities, obligations, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, at law, in equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed (collectively, "Claims"), including without limitation any present or future Claims arising under or related to the Mark and the License Agreement; provided however, that the foregoing shall not release any party from any obligation arising under any express provision of this Agreement.

6. For a period of ninety days (90) days following the Effective Date, Assignor shall have the limited right to continue selling any products or merchandise bearing the Mark that were in existence prior to the Effective Date. After such ninety (90) day period, Assignor shall take all actions that are necessary or appropriate to prevent any further sale and/or distribution of any products and merchandise bearing the Mark, except for actions by third parties outside of Assignor's control who are not retailers, re-sellers, or distributors of Assignor. For clarity, Assignor shall not have any right to manufacture any additional products and merchandise bearing the Mark following the Effective Date.

7. Each party represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder, including without limitation assignment of rights as contemplated herein. Assignor further represents and warrants that she has granted no licenses to use the Mark or otherwise transferred any rights in the Mark to any third parties.

8. This Agreement and the rights acquired under the Agreement, including without limitation, rights in and to the Mark and its associated goodwill, are fully and freely assignable without notice. The terms and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.

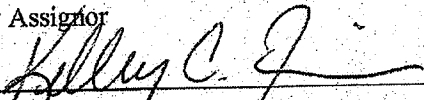
9. This Agreement contains the entire agreement between the parties and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. This Agreement may only be amended or modified by a written agreement signed by both parties.

10. Nothing contained herein shall be construed to constitute the parties hereto as partners or joint venturers or either as agent of the other, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

11. This Agreement may be executed in counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware applicable to contracts made and performed entirely within Delaware.

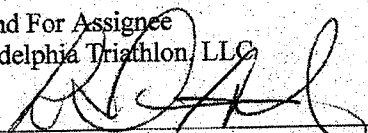
By Assignor



Kelley C. Flick

June 6, 2012

By and For Assignee
Philadelphia Triathlon, LLC



By:

Richard Adler

Its:

CEO

June 8, 2012

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A

ASSIGNMENT OF TRADEMARK

This Trademark Assignment Agreement ("Assignment") is effective June 8, 2012 and is entered into by and between **KELLEY C. FLICK**, an individual and **SHEROX ATHLETICS, LLC**, an Utah limited liability company, with its principal office at 338 E 960 S, Salem, UT 84653 (collectively with their respective affiliates, the "Assignor"), and **PHILADELPHIA TRIATHLON, LLC**, a Pennsylvania limited liability company, with its principal office at 203 E. Lancaster Ave., Wayne, PA 19087 ("Assignee").

WHEREAS, Assignor is the owner of the trademark SHEROX (the "Mark"), as well as the corresponding trademark registration U.S. Reg. No. 3,357,981 for use in connection with certain goods as set forth in the attached Exhibit and the corresponding application to register the Mark based on Assignor's *bona fide* intent to use the Mark in connection with certain services as set forth in the attached Exhibit (collectively, the "Filings");

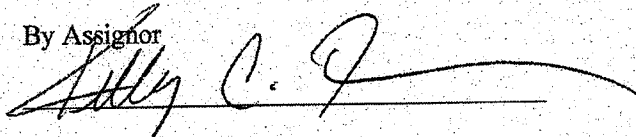
WHEREAS, Assignee desires to acquire from Assignor all right, title and interest in and to the Mark and the Filings, together with the goodwill associated therewith and the portions of Assignor's business that are symbolized by the Mark and for which Assignor has a *bona fide* intent to use the Mark; and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the Mark together with the goodwill associated therewith and the portions of Assignor's business that are symbolized by the Mark and for which Assignor has a *bona fide* intent to use the Mark;

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged, Assignor hereby assigns to Assignee any and all right, title and interest which it has in and to the Mark and the Filings together with the goodwill of the portions of the business symbolized by the Mark and for which Assignor has a *bona fide* intent to use the Mark, and the right to sue for past infringement of the Mark.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment below.

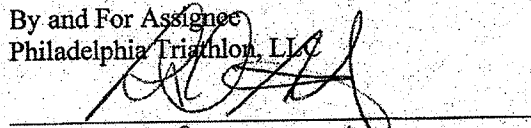
By Assignor



Kelley C. Flick

June 8, 2012

By and For Assignee
Philadelphia Triathlon, LLC




By: Richard Adler

Its: CEO

June 8, 2012

EXHIBIT B

Trademark	Ser. / Reg. No.	Goods / Services
<p>SHEROX ATHLETICS and Design</p>  <p>The logo features the word "SHEROX" in a stylized, bold font with a swoosh above the "S". Below it, the word "ATHLETICS" is written in a smaller, simpler font.</p>	<p>SN: 78/925,176 RN: 3,357,981</p>	<p>Class 35: Retail sporting goods stores.</p>
<p>SHEROX ATHLETICS</p> <p>SheRox Athletics</p>	<p>SN: 85638105 RN: N/A</p>	<p>Class 41: Organizing, arranging, and conducting Running, Individual and Team sporting events; Providing a website featuring information relating to the sport of Running, Team Sporting Events, Individual sporting events.</p>