

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
Philadelphia Triathlon, LLC		06/18/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Competitor Group, Inc.		
Street Address:	9477 Waples Street		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
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>			
Phone:	312-577-8307		
Email:	latiffanybrown@kattenlaw.com		
Correspondent Name:	LaTiffany Brown		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337958-30		
NAME OF SUBMITTER:	LaTiffany Brown		
Signature:	/LaTiffany Brown/		

CH \$65.00 3357981

Date:

06/20/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is entered into as of June 18, 2012 between PHILADELPHIA TRIATHLON, LLC, a Pennsylvania limited liability company ("Assignor") and COMPETITOR GROUP, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the marks set forth on Exhibit A (collectively, the "Marks"), including all common law rights and any state or federal registrations therefor;

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated contemporaneously herewith ("Asset Purchase Agreement"), in which Assignor has agreed to sell and transfer to Assignee all right, title and interest in and to the Marks, 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 therefore wishes to assign the entire rights, title and interest in and to the Marks and 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 to Assignee, and Assignee desires to accept the same.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers and assigns to Assignee its entire right, title and interest in and to the Marks, 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, including without limitation, any and all common law and registered rights, as well as all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith, and all registrations and applications for the Marks, including those set forth on Exhibit A.

2. This Assignment shall inure to the benefit of, and be binding upon the parties, their successors and assigns.

3. In the case of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year above.

ASSIGNOR:

PHILADELPHIA TRIATHLON, LLC

By: _____

Name: _____

Title: _____

ASSIGNEE:

COMPETITOR GROUP, INC.

By:  _____

Name: Steven E. Gintowt

Title: Chief Financial Officer

TRADEMARK

REEL: 004805 FRAME: 0113

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WHEREAS, Assignor therefore wishes to assign the entire rights, title and interest in and to the Marks and 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 to Assignee, and Assignee desires to accept the same.

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year above.

ASSIGNOR:

PHILADELPHIA TRIATHLON, LLC

By: _____
Name: Alan E. Morrison
Title: Manager




ASSIGNEE:

COMPETITOR GROUP, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A TO TRADEMARK ASSIGNMENT AGREEMENT

Trademarks:

Trademark	Ser. / Reg. No.
<p align="center">SHEROX ATHLETICS AND DESIGN</p> 	<p align="center">SN: 78/925,176 RN: 3,357,981</p>
<p align="center">SHEROX ATHLETICS</p> <p align="center">SheRox Athletics</p>	<p align="center">SN: 85638105 RN: N/A</p>
<p align="center">SHEROX</p>	<p>N/A [Common law mark used in connection with endurance sporting events and related commercial activities.]</p>
<p align="center">SHEROX TRIATHLON SERIES</p>	<p>N/A [Common law mark used in connection with endurance sporting events and related commercial activities.]</p>
<p align="center">SHEROX TRIATHLON SERIES AND DESIGN (color)</p> 	<p>N/A [Common law mark used in connection with endurance sporting events and related commercial activities.]</p>
<p align="center">SHEROX TRIATHLON SERIES AND DESIGN (black & white)</p> 	<p>N/A [Common law mark used in connection with endurance sporting events and related commercial activities.]</p>

Trademark	Ser. / Reg. No.
SHE SWIMS. SHE RIDES. SHE RUNS. SHEROX.	N/A [Common law mark used in connection with endurance sporting events and related commercial activities.]