

## 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
World Triathlon Corporation		07/25/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	FINISHER PIX L.L.C.		
Street Address:	1162 Weatherstobne Dr NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30324		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4054830	FINISHERPIX	
CORRESPONDENCE DATA			
Fax Number:	8138685930		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	813-868-5922		
Email:	carolyn@ironman.com		
Correspondent Name:	World Triathlon Corporation		
Address Line 1:	2701 No Rocky Point Dr #1250		
Address Line 4:	Tampa, FLORIDA 33607		
ATTORNEY DOCKET NUMBER:	FINISHERPIX ASSIGNMENT		
NAME OF SUBMITTER:	Carolyn Richards		
Signature:	/Carolyn Richards/		
Date:	08/07/2012		

OP \$40.00 4054830

**Total Attachments: 7**

source=Assignment FINISHERPIX#page1.tif

source=Assignment FINISHERPIX#page2.tif

source=Assignment FINISHERPIX#page3.tif

source=Assignment FINISHERPIX#page4.tif

source=Assignment FINISHERPIX#page5.tif

source=Assignment FINISHERPIX#page6.tif

source=Assignment FINISHERPIX#page7.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Agreement") is entered into on this 25th day of July, 2012, by and between World Triathlon Corporation, a Florida corporation ("Assignor") and Finisher Pix, L.L.C., a Georgia limited liability company ("Assignee"), pursuant to that certain Asset Purchase Agreement by and among Seller, Buyer, Robert E. Little, Jr. and Thomas Reichhold, of even date herewith (the "Asset Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

**WHEREAS**, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell and the Assignee has agreed to purchase the Purchased Assets, including, but not limited to, the trademarks and service marks on Schedule A attached hereto ("Trademarks"), the copyrights attached hereto on the same Schedule A ("Copyrights"), the patents and patent applications attached hereto on the same Schedule A ("Patents"), and the domain names on the same Schedule A hereto (the "Domain Names," and collectively with Trademarks, Copyrights and Patents, the "Intellectual Property Assets");

**WHEREAS**, the Assignor and the Assignee desire that the assignment of said rights in Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), and all foreign trademark offices and any other appropriate governmental or administrative offices as the case may be, and that the assignment of the Copyrights be made of record in the United States Copyright Office, all foreign copyright offices and any other appropriate governmental or administrative office;

**NOW, THEREFORE**, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor's right, title and interest in and to all of the Assignor's Trademarks, Copyrights and Patents and other Seller's Intellectual Property Rights, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee all right, title, and interest in and to Copyrights including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances. The Assignor hereby waives any claim that the Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the copyright laws of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

7106278 v01

(c) The Assignor hereby assigns, transfers and delivers to the Assignee the full, exclusive, and entire right, title, and interest in and to Patents, including any provisional rights therein, in and to any divisions, continuations, and reissues thereof, and in and to all inventions disclosed and described in said application and improvements thereof, preparatory to obtaining Letters Patent of the United States therefor; and the Assignors hereby request the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation, or reissue thereof, to the Assignee, as the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.

(d) The Assignor hereby assigns, transfers and delivers unto the Assignee the full, exclusive and entire right, title, and interest in and to any foreign patent or application or applications corresponding to said patent or application, in whole or in part, including any provisional rights therein, in countries other than the United States in part, in and to any Letters Patent and similar protective rights granted on said foreign patents or applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, and hereby request said foreign applications to be filed and issued in the name of the Assignee, or its designee insofar as permitted by applicable law.

(e) The Assignor hereby assigns to the Assignee all right, title and interest in and to the Domain Names.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office. The Assignors further agree that all necessary records of the Assignors to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to the Assignee, in the event such records are needed in connection with any of the assigned Letters Patent or applications for Letters Patent.

3. Governing Law. This Agreement shall be governed by the laws of the State of Florida without giving effect to the choice of law principles thereof that would result in the application of the laws of any other jurisdiction. The exclusive venue for any proceeding arising from, or related to, this Agreement shall be in Hillsborough County, Florida, and each of the parties irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such proceeding and waives any objection to venue laid therein.

4. Delivery of Tangible Items. The Assignor shall arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, that are in the possession or control of the Assignors.

5. Maintenance. The Assignor agrees that it has and shall instruct its attorneys and agents who maintain and prosecute the Intellectual Property Assets to take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in force and in effect in the interim until the Assignee takes full control over the prosecution

and maintenance of the Intellectual Property Assets, but in no event for longer than thirty (30) days from the Closing Date.

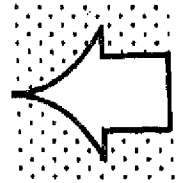
7106278 v01

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above:

ASSIGNOR:

WORLD TRIATHLON CORPORATION  
a Florida corporation

By: \_\_\_\_\_  
Name: Andrew Messick  
Title: CEO



HERE

ASSIGNEE:

FINISHER PIX, L.L.C.,  
a Georgia limited liability company

By: \_\_\_\_\_  
Name: Robert E. Little, Jr.  
Title: Manager

[Signature Page to Intellectual Property Assignment]

7106278 v01

TRADEMARK  
REEL: 004837 FRAME: 0533

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above:


**ASSIGNOR:**

**WORLD TRIATHLON CORPORATION**  
a Florida corporation

By: \_\_\_\_\_  
Name: Andrew Messick  
Title: CEO

**ASSIGNEE:**

**FINISHER PIX, L.L.C.,**  
a Georgia limited liability company

By:  \_\_\_\_\_  
Name: Robert E. Little, Jr.  
Title: Manager

[Signature Page to Intellectual Property Assignment]

7106278 v01

**SCHEDULE A**

Copyrights

Assignor's copyright in the website hosted at [www.finisherpix.com](http://www.finisherpix.com) as of the Closing Date.

Patents and Patent Applications

None.

Trademarks and Service Marks

No.	App. No./Reg. No.	Trademark	Country	Status	International Class(es)	Owner Name
1.	1372096	FINISHERPIX	Australia	REGISTRATION (REGISTERED)	41	World Triathlon Corporation
2.	830688846	FINISHERPIX	Brazil	APPLICATION (PENDING)	41	WORLD TRIATHLON CORPORATION (LEIS DA FLORIDA)
3.	830649751	FINISHERPIX	Brazil	APPLICATION (PENDING)	41	WORLD TRIATHLON CORPORATION (LEIS DA FLORIDA)
4.	1490151	FINISHERPIX & Design	Canada	ADVERTISED (PENDING) (PUBLISHED)	40 41	WORLD TRIATHLON CORPORATION
5.	1487836	FINISHERPIX	Canada	(PENDING)	41	WORLD TRIATHLON CORPORATION
6.	918078	FINISHERPIX	Chile	REGISTRATION	41	WORLD TRIATHLON CORPORATION
7.	8423660	FINISHERPIX	China	UNPUBLISHED APPLICATION (PENDING)	41	fan zi long shi jie gong si 天子龙世界公司 World Triathlon Corporation
8.	9262106	FinisherPix	Community Trademarks	REGISTRATION (REGISTERED)	41	World Triathlon Corporation
9.	9177916	FINISHERPIX	Community Trademarks	REGISTRATION (REGISTERED)	41	World Triathlon Corporation
10.	5374976	FINISHERPIX	Japan	REGISTERED	41	WORLD TRIATHLON CORP.
11.	5367754	FINISHERPIX	Japan	REGISTERED	41	WORLD TRIATHLON CORP.
12.	1189432	FINISHERPIX	Mexico	REGISTERED	41	WORLD TRIATHLON CORPORATION
13.	1191415	FINISHERPIX	Mexico	REGISTERED	41	WORLD TRIATHLON CORPORATION
14.	827516	Finisher Pix	New Zealand	REGISTRATION (REGISTERED)	41	World Triathlon Corporation
15.	4201006837	FINISHERPIX	Philippines	APPLICATION	41	WORLD TRIATHLON CORPORATION
16.	2010/13600	FINISHERPIX	South Africa	APPLICATION	41	WORLD TRIATHLON CORPORATION
17.	2010/15801	FINISHERPIX	South Africa	APPLICATION	41	WORLD TRIATHLON CORPORATION
18.	10224061	FINISHERPIX	South Korea	REGISTRATION (REGISTERED)	41	WORLD TRIATHLON CORPORATION
19.	410217524	FINISHERPIX	South Korea	REGISTRATION (REGISTERED)	41	WORLD TRIATHLON CORPORATION
20.	609326	FinisherPix	Switzerland	REGISTRATION (REGISTERED)	41	World Triathlon Corporation
21.	01445102	FINISHERPIX	Taiwan	REGISTRATION	41	WORLD TRIATHLON CORPORATION
22.	01442737	FINISHERPIX	Taiwan	REGISTRATION	41	WORLD TRIATHLON CORPORATION
23.	787923	FINISHERPIX	Thailand	UNPUBLISHED APPLICATION	41	World Triathlon Corporation / U.S.A. มีผล โดยกรมการค้าระหว่างประเทศ กระทรวงพาณิชย์ เมื่อวันที่ ๖ ตุลาคม ๒๕๕๓ ร.ล. เลขที่ 1608 เลขที่ 43309 จาก วันที่ 19 ธันวาคม ๒๕๕๓ มีผลโดยกรมการค้าระหว่างประเทศ
24.	771354	FINISHERPIX	Thailand	UNPUBLISHED APPLICATION	41	World Triathlon Corporation / U.S.A. มีผล โดยกรมการค้าระหว่างประเทศ กระทรวงพาณิชย์ เมื่อวันที่ ๖ ตุลาคม ๒๕๕๓ ร.ล. เลขที่ 1608 เลขที่ 43309 จาก วันที่ 19 ธันวาคม ๒๕๕๓ มีผลโดยกรมการค้าระหว่างประเทศ
25.	4054830	FINISHERPIX	U.S. Federal	REGISTERED	41	WORLD TRIATHLON CORPORATION
26.	4116341	FINISHERPIX	U.S. Federal Supplemental Register	REGISTERED	41	WORLD TRIATHLON CORPORATION

Trade Names

None.



Domain Names

<http://www.finisherpix.com/>

7106278 v01