

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
Robert Wallace		10/01/2012	INDIVIDUAL:
Rebecca Wallace		10/01/2012	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	The Running Specialty Group Acquisitions 1, LLC		
Street Address:	299 Milwaukee Street		
Internal Address:	Suite 500		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85631603	RUN ON!	
Serial Number:	85662884	RUNNING INSTITUTE OF TEXAS	
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:	nicole.friess@dgsllaw.com		
Correspondent Name:	Nicole Friess		
Address Line 1:	1550 17th Street		
Address Line 2:	Suite 500		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	181215-0001		
NAME OF SUBMITTER:	Nicole Friess		

CH \$65.00 85631603

Signature:	/Nicole Friess/
Date:	10/15/2012
Total Attachments: 5 source=Wallace Assignment of Service Marks#page1.tif source=Wallace Assignment of Service Marks#page2.tif source=Wallace Assignment of Service Marks#page3.tif source=Wallace Assignment of Service Marks#page4.tif source=Wallace Assignment of Service Marks#page5.tif	

ASSIGNMENT OF SERVICE MARKS

THIS ASSIGNMENT OF SERVICE MARKS (this "Assignment"), dated as of October 1, 2012, is made by Robert Wallace and Rebecca Wallace, individuals (collectively, "Assignor"), to and in favor of The Running Specialty Group Acquisitions 1, LLC, an Indiana limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to certain service marks for use on and in association with certain services; and

WHEREAS, Assignor desires to assign its entire right, title and interest in and to such service marks for use on and in association with certain services, and Assignee desires to acquire Assignor's entire right, title and interest in and to such service marks for use on and in association with certain services.

NOW, THEREFORE, for good and valuable consideration in the amount of \$10.00 US Dollars, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Assigned Service Marks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Service Marks:

the service marks set forth on Schedule 1 hereto for use on and in association with the services set forth on Schedule 1, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world, all registrations and applications for registration of such service marks, including intent-to-use trademark applications, issuances, extensions and renewals of such registrations and applications, and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Representations. Assignor represents and warrants that it is the sole owner of the Assigned Service Marks and that it has the full right and power to make the assignment of the Assigned Service Marks made hereby and that it has not made and will not make any assignment, transfer, sale, encumbrance, or agreement in conflict with any provision of this Assignment.

Further Actions. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Service Marks are properly assigned to Assignee, or any assignee or successor thereto.

Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

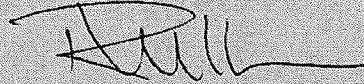
Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first above written.

ASSIGNOR:



Robert Wallace



Rebecca Wallace

ASSIGNEE:

THE RUNNING SPECIALTY
GROUP ACQUISITIONS 1, INC.

By: The Gart Companies, Inc., its
manager

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first above written.

ASSIGNOR:

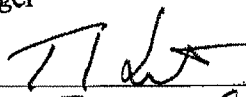
Robert Wallace

Rebecca Wallace

ASSIGNEE:

THE RUNNING SPECIALTY
GROUP ACQUISITIONS 1, INC.

By: The Gart Companies, Inc., its
manager

By: 
Name: Thomas Gart
Title: Pres.

SCHEDULE 1

ASSIGNED SERVICE MARKS

Mark	APP. NO.	Services	FILING DATE	Date of 1 st Use	Applicant/Owner
Run On!	85/631603 (U.S.)	Retail store services featuring athletic footwear, athletic clothing, athletic apparel, sporting goods and accessories Entertainment services namely ownership, sponsorship, coordination, directing, consulting, and providing running and walking events and competitions	5/22/2012	1995-03-06	Run On, Inc. 4950 Keller Springs, Suite 340 Addison, TX 75001
RUNNING INSTITUTE OF TEXAS	85/662884 (U.S.)	Educational services, namely educational and instructional classes and training programs for running	6/27/2012	2011-05-17	Wallace, Robert 4950 Keller Springs, Suite 340 Addison, TX 75001

RUN ON!	85/631603 (U.S.)	PENDING	5/22/2012	PENDING
RIOT	85/662884 (U.S.)	PENDING	6/27/2012	PENDING