

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release and Reassignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GCI Capital Markets LLC, as Administrative Agent		11/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Competitor Group, Inc.		
Street Address:	9477 Waples Street, Suite 150		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3283459	HER SPORTS	
Serial Number:	77524871	WOMEN'S RUNNING	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-951-8132		
Email:	linda.salera@bingham.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
Signature:	/Linda A. Salera/		

OP \$65.00 3283459

Date:

12/10/2012

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “**Release**”) is made as of November 30, 2012 by GCI Capital Markets LLC, a Delaware limited liability company, as administrative agent for certain financial institutions (“**Agent**”), in favor of Competitor Group, Inc., a Delaware corporation (“**Grantor**”).

WITNESSETH:

WHEREAS, Agent and Grantor are party to that certain Trademark Security Agreement, dated as of May 31, 2012 (the “**Security Agreement**”; capitalized terms which are not defined herein have the meanings given to such terms in the Security Agreement), recorded with the United States Patent and Trademark Office on June 1, 2012 at Reel 4792, Frame 784, pursuant to which Grantor granted a security interest to Agent in, and a collateral assignment to Agent of, among other things, the Trademark registrations and Trademark applications (and intellectual property relating to same) of Grantor, including, without limitation, the Trademark registrations and Trademark applications (and intellectual property relating to same) set forth on Exhibit A attached hereto;

WHEREAS, Grantor has requested that Agent release its security interest in certain of the Trademark registrations and Trademark applications of Grantor and reassign the same to Grantor; and

WHEREAS, Agent has agreed to terminate and release the entirety of its security interest in and to Grantor’s Trademark registrations and Trademark applications.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Agent hereby states as follows:

1. Agent hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests in all of Grantor’s right, title and interest in and to all of the following (the “**Trademark Collateral**”):

(a) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to on Exhibit A attached hereto;

(b) each Trademark license referred to on Exhibit A attached hereto;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement,

misappropriation, dilution, violation or impairment of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to on Exhibit A attached hereto, the Trademark registrations issued with respect to the Trademark applications referred to on Exhibit A attached hereto and the Trademarks licensed under any Trademark license referred to on Exhibit A attached hereto.

2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral and does hereby authorize Grantor (personally or through its designees and at Grantor's sole expense) to take all actions reasonably necessary to release and terminate any and all security interests and other liens in the Trademark Collateral. If and to the extent Agent has acquired any right, title or interest to any of the Trademarks or the goodwill associated therewith, it hereby assigns and transfers such rights, title or interest to Grantor.

3. Agent shall take all further actions, reasonably acceptable to Agent, and provide to Grantor and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor, each at Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officers as of the day and year first above written.

**GCI CAPITAL MARKETS LLC, as
Agent**

By: Andrew H. Steverman
Name: Andrew H. Steverman
Title: Authorized Signatory

EXHIBIT A

U.S. TRADEMARK REGISTRATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner
HER SPORTS	78290354	8/21/03	3283459	8/21/07	Registered	Competitor Group, Inc.

U.S. TRADEMARK APPLICATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner
WOMEN'S RUNNING	77524871	7/17/08	N/A	N/A	Pending	Competitor Group, Inc.