

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Surefoot, L.C.		12/31/2012	LIMITED LIABILITY COMPANY: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Frontrunners Incorporated		
<b>Street Address:</b>	2600 Wilshire Boulevard		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90403		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2017561	SUPER RUNNERS SHOP	
<b>Registration Number:</b>	2001344	SUPER RUNNER'S SHOP	
<b>Serial Number:</b>	85808959	NEVER STOP RUNNING!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8015327543		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	801-323-3320		
<b>Email:</b>	lessig@rqn.com		
<b>Correspondent Name:</b>	Lester K. Essig		
<b>Address Line 1:</b>	36 South State Street, Suite 1400		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>NAME OF SUBMITTER:</b>	Lester K. Essig		
<b>Signature:</b>	/Lester K. Essig/		

OP \$90.00 2017561

Date:

01/28/2013

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

(Assignment from Surefoot, L.C. to Frontrunners Incorporated)

This Intellectual Property Assignment Agreement ("**Agreement**") is entered into by and between Surefoot, L.C., a Utah limited liability company ("**Surefoot**"), and Frontrunners Incorporated, a California corporation, with an address at 2600 Wilshire Boulevard, Santa Monica, California 90403 ("**FrontRunners**").

### RECITALS

A. Surefoot or one of more of the predecessors to Surefoot adopted and used, whether directly or through license arrangements, and Surefoot on its own behalf or by assignment to it is now owner of all right, title and interest in and to, those service marks, trademarks and trade names set forth in Exhibit A, attached herewith and by this reference made a part hereof, all as used in any form, design, color, size, print style or medium, with and without accompanying logos and/or slogans, and including all applications and registrations for all of the foregoing (all of the foregoing service marks, trademarks and trade names, and all of the foregoing applications, registrations and other rights, are hereinafter collectively referred to as the "**Marks**").

B. Surefoot or one or more of the predecessors to Surefoot has adopted and used, whether directly or through license arrangements, and Surefoot on its own behalf or by assignment is now owner of all right, title and interest in and to, those domain names set forth in Exhibit B, attached herewith and by this reference made a part hereof, and including all applications and registrations for all of the foregoing (all of the foregoing domain names, and all of the foregoing applications, registrations and other rights, are hereinafter collectively referred to as the "**Domain Names**").

C. Surefoot or one or more of the predecessors to Surefoot has created or acquired, and Surefoot on its own behalf or by assignment is now owner of all right, title and interest, and all copyrights, patents, patent rights and other intellectual property rights, in and to, any and all creative works, including without limitation, all brochures, flyers, circulars, posters, signs, advertisements, promotional materials, websites, website materials, webpages, internet advertisements, logos, designs, art, art work, drawings, depictions, photographs, drafts, prints, charts, graphs, graphics, printed materials, instructional materials, educational materials, manuals, inventions, processes, computer programs, software, source code, object code and other works, used in connection with, or as created for use in connection with, the services, goods and/or businesses of Super Runners Shop, whether by or for Surefoot or one or more of the predecessors to Surefoot that operated the Super Runners Shop businesses, and including all applications and registrations for all of the foregoing (all of the foregoing creative works, and all of the foregoing applications, registrations and other rights, are hereinafter collectively referred to as the "**Copyright Works**").

D. Surefoot wishes to assign, and FrontRunners wishes to receive, all of Surefoot's right, title and interest in and to the Marks, Domain Names and Copyright Works and related assets and rights as set forth hereafter.

## TERMS

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct.

2. **Assignment.** Surefoot hereby unconditionally assigns, transfers, grants, conveys, sells and relinquishes to FrontRunners, forever, and FrontRunners hereby accepts, all of Surefoot's right, title and interest, throughout the world, in and to (a) all Marks, Domain Names and Copyright Works, including, without limitation, all service mark rights, trademark rights, trade name rights, domain name rights, common law rights, copyrights, patent rights, patent registration rights, shop rights, trade secret rights, registration rights, pending application rights, and other rights in the foregoing; (b) the goodwill of the business symbolized by the foregoing; (c) all documents, items and materials relating to ownership of the foregoing; (d) all benefits and advantages relating to use of the foregoing; (e) the right to file any further applications, registrations, renewals or extensions under any law, convention or treaty with respect to the foregoing; (f) the right to take any and all actions, enforce rights, and recover, for any past, present or future infringements with respect to the foregoing; and (g) all other powers, privileges and rights with respect to the foregoing (all of the foregoing are hereinafter collectively referred to as the "Assigned Rights").

3. **Delivery.** Surefoot shall deliver and otherwise surrender possession of all documents, items and materials relating to ownership of the Assigned Rights to FrontRunners upon execution of this Agreement. Surefoot shall sign and deliver all other documents, items and materials to, and cooperate with and undertake and perform all tasks reasonably requested by, FrontRunners, to make the assignment and other provisions of this Agreement effective and to allow FrontRunners to record, register, assign or otherwise perfect or improve FrontRunners' rights in the Assigned Rights.

4. **Representations.** Surefoot acknowledges, agrees, represents and warrants that: (a) FrontRunners shall be and is now, as a result of the foregoing, exclusive owner of all of Surefoot's right, title and interest in the Assigned Rights, if any; and (b) FrontRunners is not assuming any liabilities whatsoever under this Agreement, except as required by law.

5. **Moral Rights.** Surefoot acknowledges the possible existence of Surefoot's statutory moral rights in the Copyright Works to the extent they may qualify as works of visual art to be used as such pursuant to Title 17 Section 106A of the United States Code, or its successor statute, and do hereby expressly and forever waive all such rights.

6. **Consideration.** The consideration to be provided by FrontRunners with respect to the assignments and other rights granted under this Agreement is as set forth in this Agreement and those certain related asset purchase and asset drop down documents involving Surefoot, FrontRunners and/or others executed in or around December 31, 2012.

7. **Recordation.** The Commissioner for Trademarks, the United States Copyright Office, the Utah Division of Corporations, and other state, federal, commercial, private, foreign and international agencies, representatives, registrars and businesses are hereby requested to permit the recordation of this Agreement and to make corresponding changes to their respective registries to identify FrontRunners as owner of the Marks, Domain Names and Copyright Works, all Assigned Rights, and related goodwill.

8. **Miscellaneous.** This Agreement shall be governed by the laws of the state of Utah and applicable federal law, without regard to Utah conflicts of law provisions. The headings herein are for reference only and shall not define or limit the provisions hereof. This Agreement, along with the *Assignment, Conveyance and Contribution of Surefoot, L.C.'s Super Runner Shop Business Assets to FrontRunners Incorporated* agreement and all other agreements and documents relating thereto, constitute the entire agreement between Surefoot and FrontRunners with respect to the subject matter addressed herein, and all other prior or contemporaneous agreements, other than those noted pursuant to this Agreement, whether written or oral, as may relate to the same, are hereby superseded by this Agreement with respect to the subject matter of this Agreement. This Agreement is fully assignable by the parties. This Agreement may not be altered, modified, amended or changed, in whole or in part, except by a writing executed by the parties. This Agreement shall be binding upon the parties and their heirs, successors, assigns, transferees, grantees, executors and administrators.

9. **Effective Date.** This Agreement shall only become effective upon the Effective Date of the *Assignment, Conveyance and Contribution of Surefoot, L.C.'s Super Runner Shop Business Assets to FrontRunners Incorporated* made between Surefoot and FrontRunners.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the 31 day of December, 2012.

"Surefoot"

"FrontRunners"

SUREFOOT, L.C.

FRONTRUNNERS INCORPORATED

By: 

By: 

Name: Robert J. Shay  
Title: PRESIDENT

Name: Robert J. Shay  
Title: PRESIDENT

1214241

EXHIBIT A

**SERVICE MARKS, TRADEMARKS AND TRADE NAMES**

<u>Service Marks, Trademarks and Trade Names</u>	<u>Application or Registration Number</u>
SUPER RUNNERS SHOP	2017561 (United States)
SUPER RUNNER'S SHOP	2001344 (United States)
NEVER STOP RUNNING!	85808959 (United States)
SUPER RUNNERS SHOP GIFT CARD	
HUNTINGTON SHOE OUTLET	
HUNTINGTON OUTLET SHOES	

EXHIBIT B

**DOMAIN NAMES**

Domain Names

Registrar

SUPERRUNNERSSHOP.COM

Network Solutions, LLC