

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
Kelly Pioneer Group, LLC		04/10/2013	LIMITED LIABILITY COMPANY: DISTRICT OF COLUMBIA
RECEIVING PARTY DATA			
Name:	Pure Athletics, Inc.		
Street Address:	16009 N. 81st Street, Suite 200		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3829603	TRU	
Registration Number:	3985751	TRU FRIENDS ARE FAMILY	
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:	650-798-6746		
Email:	pltrademarks@klgates.com, britt.anderson@klgates.com		
Correspondent Name:	Britt L. Anderson		
Address Line 1:	925 4th Ave. Ste. 2900		
Address Line 4:	Seattle, WASHINGTON 98104-1158		
ATTORNEY DOCKET NUMBER:	2068269.00008		
NAME OF SUBMITTER:	Britt L. Anderson		

OP \$65.00 3829603

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**TRADEMARK
 REEL: 005004 FRAME: 0267**

Signature:	/Britt L. Anderson/
Date:	04/10/2013
Total Attachments: 2 source=Assignment 2#page1.tif source=Assignment 2#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is effective as of the last date signed below (the "Effective Date") between Kelly Pioneer Group, L.L.C, with a principal office at 601 Pennsylvania Avenue, NW, South Building, Washington, D.C. 20004 ("Assignor") and Pure Athletics, Inc., a Delaware corporation, with a place of business at 16009 N. 81st Street, Suite 200, Scottsdale, Arizona 85260 ("Assignee") (collectively, Assignor and Assignee are referred to as the "Parties").

WHEREAS, since at least as early as December 2009, Assignor and Assignor's predecessor in interest have used one or more forms of the trademark TRU in connection with apparel, hats and footwear (hereinafter, the "TRU Marks");

WHEREAS, Assignor owns U.S. Reg. Nos. 3829603 and 3985751 for trademarks consisting of or incorporating the term TRU (the "TRU Registrations");

WHEREAS, pursuant to an agreement with Assignee, Assignor now desires to assign its rights in the TRU Marks and the TRU Registrations to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor assigns, transfers, sells, conveys, and delivers to Assignee, its successors and assigns, all right, title and interest in and to the TRU Marks and the TRU Registrations, including, without limitation, the goodwill of the business appurtenant thereto, in all countries of the world.

2. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous and contemporaneous agreements and understandings, if any, whether written or oral, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, supplemented or cancelled except in a writing duly executed by all Parties hereto.

3. This Agreement shall be binding on and inure to the benefit of the assigns and successors of the Parties hereto.

4. The validity, construction and performance of this Agreement are governed by the laws of the State of California, without regard to or application of conflict of laws rules.

5. Each individual signing this Agreement hereby represents and warrants that he or she has the full authority to execute it on behalf of the Party on whose behalf he or she so signs and that all actions taken by him or her are within the scope of such authority.

6. This Agreement has been the subject of negotiations and discussions by and between the Parties and the Parties have had the opportunity to confer with independent counsel. It has been and shall be construed to have been drafted by all the Parties to it, so that any rule of construction construing ambiguities against the drafter shall have no force or effect.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed by their duly authorized representatives who are authorized to bind the respective Parties.

KELLY PIONEER GROUP, LLC

By: *Frank A. Kelly*

Name: Frank A. Kelly

Date: 4/10/13

PURE ATHLETICS, INC.

By: *Jeremy Moore*

Name: Jeremy Moore

Date: 4/8/13