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
The Running Company, LLC		105/23/2013 1	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	The Running Specialty Group Acquisitions 1, LLC	
Street Address:	3308 N. Mitthoeffer Road	
City:	Indianapolis	
State/Country:	INDIANA	
Postal Code:	46235	
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3942172	BLUEMILE

CORRESPONDENCE DATA

3172317433 Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

3172361313 Phone: Email: dwong@btlaw.com

Correspondent Name: David A.W. Wong, Barnes & Thornburg LLP

Address Line 1: 11 South Meridian Street

Address Line 4: Indianapolis, INDIANA 46204-3535

ATTORNEY DOCKET NUMBER:	58282-225460
NAME OF SUBMITTER:	David A.W. Wong
Signature:	/dwong/
Date:	05/28/2013

Total Attachments: 1

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TRADEMARK

REEL: 005035 FRAME: 0635

Exhibit 7.2(b)

TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **The Running Company**, **LLC**, an Indiana Limited Liability Company, ("Assignor"), hereby assigns sets over, and transfers to **The Running Specialty Group Acquisitions 1, LLC**, an Indiana limited liability company, ("Assignee"), all of its rights, title, and interest in and to the following trademark and applications and registrations thereof (the "Trademark"), together with the goodwill of the business symbolized thereby, together with all claims for damages by reason of past infringement of the Trademark with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

Trademark	US Serial No.	US Registration No.
BLUEMILE	85043795	3942172

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title and interest in and to the Trademark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor:

Signed:

Title:

Date:

RECORDED: 05/28/2013

Ashley N. Jehnsen

Member

5-23-13

TRADEMARK REEL: 005035 FRAME: 0636