

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

11/23/13

CONVEYING PARTY DATA

The

Name	Formerly	Execution Date	Entity Type
New York City Triathlon, LLC		07/01/2013	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	LTF Triathlon Series LLC
Street Address:	2902 Corporate Place
City:	Chanhassen
State/Country:	MINNESOTA
Postal Code:	55317
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3840979	NYC TRI
Registration Number:	3840977	NYC TRIATHLON
Registration Number:	3840976	NEW YORK CITY TRIATHLON

CORRESPONDENCE DATA

Fax Number: 6127661600

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

Phone: +1 612 766 8508

Email: tmmpis@FaegreBD.com

Correspondent Name: James R. Steffen

Address Line 1: 90 S. Seventh Street

Address Line 2: 2200 Wells Fargo Center

Address Line 4: Minneapolis, MINNESOTA 55402-3901

ATTORNEY DOCKET NUMBER:	454192.223018
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OP \$90.00 3840979

NAME OF SUBMITTER:	James R. Steffen
Signature:	/James R. Steffen/
Date:	07/19/2013
Total Attachments: 3 source=New York City Triathalon to LTF Triathlon Series LLC#page1.tif source=New York City Triathalon to LTF Triathlon Series LLC#page2.tif source=New York City Triathalon to LTF Triathlon Series LLC#page3.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of July 1, 2013, is made by Korff Enterprises, Inc., an Illinois corporation (the "Company"), The New York City Triathlon, LLC, a New York limited liability company (the "Subsidiary") and Korff – Hawaii Events, Inc., a Utah corporation ("Korff Hawaii," collectively with the Company and Subsidiary, "Assignor"), in favor of LTF Triathlon Series LLC, a Delaware limited liability company ("Assignee").

WHEREAS, on July 1, 2013, Assignor and Assignee entered into that certain Asset Purchase Agreement (the "Purchase Agreement") pursuant to which Assignor agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee agreed to purchase, acquire, receive and accept from Assignor, all of the rights, titles and interests in and to the Company Intellectual Property (as defined in the Purchase Agreement) listed on Schedule A hereto, together with, in the case of trademarks, service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, transliterations, adaptations, derivations and combinations of the foregoing) and Internet domain names, the goodwill associated therewith (collectively, the "Transferred Company Intellectual Property"), among other Purchased Assets (as defined in the Purchase Agreement).

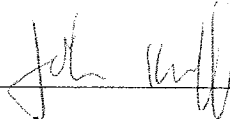
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, convey, assign, transfer and deliver to Assignee, its successors and assigns, all of the Company's and the Subsidiary's respective right, title and interest throughout the world in and to the Transferred Company Intellectual Property. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any officials of governmental or administrative office in any country whose duty it is to record patent and trademark assignments as aforesaid, to record Assignee as owner of the Transferred Company Intellectual Property in accordance with the terms of this Assignment and hereby transfer all of Assignor's rights, titles and interests in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor further agrees to execute and deliver such documents and take such actions as are reasonably necessary or appropriate to effect this Assignment.

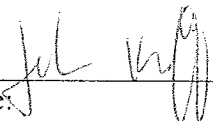
[Execution page follows.]

IN WITNESS WHEREOF, the Company, the Subsidiary and Korff-Hawaii have caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date first written above.

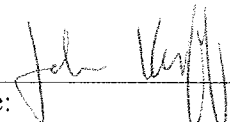
KORFF ENTERPRISES, INC.

By: 
Name: _____
Title:

THE NEW YORK CITY TRIATHLON, LLC

By: 
Name: _____
Title:

KORFF-HAWAII EVENTS, INC.

By: 
Name: _____
Title:

ACKNOWLEDGED AND ACCEPTED

LTF TRIATHLON SERIES LLC

By: _____
Name:
Title:

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the Company, Subsidiary and Korff Hawaii have caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date first written above.

KORFF ENTERPRISES, INC.

By: _____
Name:
Title:

THE NEW YORK CITY TRIATHLON, LLC

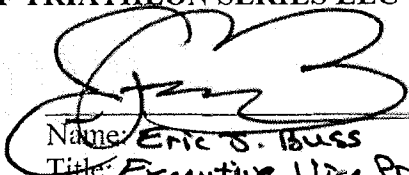
By: _____
Name:
Title:

KORFF - HAWAII EVENTS, INC.

By: _____
Name:
Title:

ACKNOWLEDGED AND ACCEPTED

LTF TRIATHLON SERIES LLC

By: 
Name: Eric S. Buss
Title: Executive Vice President

[Signature Page to Intellectual Property Assignment]

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