

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
New York Road Runners Foundation, Inc.		07/15/2008	NON-PROFIT CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	New York Road Runners, Inc.		
Street Address:	9 East 89th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10128		
Entity Type:	NON-PROFIT CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3535707	YOUNG RUNNERS	
Registration Number:	3569338	MIGHTY MILERS	
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>			
Email:	dgaier@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Danielle L. Gaier		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	98667-002		
NAME OF SUBMITTER:	Danielle L. Gaier		
Signature:	/Danielle L. Gaier/		

Date:

11/22/2013

Total Attachments: 9

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ASSIGNMENT AND TRANSFER OF ASSETS

This Assignment and Transfer of Assets (this "Agreement") is dated as of July 15, 2008 (the "Effective Date"), and is entered into by and between New York Road Runners Foundation, Inc., a New York not-for-profit corporation ("Assignor"), and New York Road Runners, Inc., a New York not-for-profit corporation ("Assignee"), with reference to the following facts:

WHEREAS, Assignee is the organizer of the ING New York City Marathon, as well as other running events throughout the year;

WHEREAS, Assignor is a supporting organization of Assignee pursuant to section 509(a)(3) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, Assignor carries out Assignee's youth and community services mission by providing youth-focused running programs in disadvantaged or underserved communities;

WHEREAS, the Boards and Members of Assignor and Assignee, respectively, have approved a Plan of Integration (the "Plan"), pursuant to which Assignor will integrate with Assignee, and whereby Assignee will, among other things, take over and expand the nature and reach of Assignor's youth and community services programs;

WHEREAS, pursuant to the first phase of the Plan, Assignee has recently obtained independent federal tax exempt status pursuant to section 501(c)(3) of the Code;

WHEREAS, the assets of Assignor, as of the date of each of their respective transfers hereunder, are comprised of (a) those contracts, agreements and obligations described on Exhibit A hereto (each, a "Class A Contract" and, collectively, the "Class A Contracts"), (b) those contracts, agreements and obligations described on Exhibit B hereto (each, a "Class B Contract" and, collectively, the "Class B Contracts"), (c) all cash, cash equivalents and securities owned by Assignor, including those held in the accounts identified on Exhibit C ("Cash and Cash Equivalents"), (d) all accounts, notes, and other receivables, whether or not accrued, and whether or not billed, of Assignor ("Accounts Receivable"), (e) any and all automobiles owned by Assignor and identified on Exhibit C ("Automobiles"), (f) any and all leasehold improvements of Assignor ("Leasehold Improvements"), (g) any and all computer software or software licenses owned or licensed by Assignor ("Computer Software"), (h) all intellectual property rights of Assignor ("Intellectual Property Rights"), (i) all goodwill of Assignor ("Goodwill"), (j) all (i) credits, claims, causes of action or rights of set-off against third parties, (ii) prepaid expenses or deposits, (iii) transferable licenses, permits and governmental authorizations, (iv) books and records, and (k) any and all other assets of Assignor of every kind and description whatsoever, wherever located, real, personal or mixed, tangible or intangible, owned by Assignor (each, an "Other Asset" and, collectively, the "Other Assets") (each of the assets set forth in clauses (a) through (k), an "Asset" and, collectively, the "Assets");

WHEREAS, pursuant to the second phase of the Plan, Assignor will assign and transfer to Assignee, during the period commencing on the Effective Date and ending on October 15, 2008 (the "End Date"), and Assignee will acquire from the Assignor during such period, all or substantially all of the Assets;

WHEREAS, pursuant to the Plan, the contemplated transfer of the Assets by Assignor to Assignee will further the charitable and educational purposes of Assignor in as much as the Assets will continue to be used for Assignor's current charitable and educational purposes; and

NOW, THEREFORE, pursuant to the Plan, and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Assets; Required Consents.

A. Subject to the terms and conditions of the Plan, and provided that the Class A Contracts, or any of them, have not expired before the Effective Date, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Class A Contracts, effective as of the Effective Date.

B. Assignor shall obtain, no later than on August 31, 2008, any and all consents from third parties that are required under any Class B Contract to enter into and consummate the transactions contemplated by this Agreement (each, a "Required Consent" and, collectively, the "Required Consents").

C. Subject to the terms and conditions of the Plan, and provided the Class B Contracts or any of them, have not expired before the Consent Date, Assignor hereby assigns, transfers and conveys to Assignee each Class B Contract, effective as of the date the Required Consent applicable thereto has been obtained (such date, the "Consent Date").

D. Subject to the terms and conditions of the Plan, Assignor hereby assigns, transfers and conveys to Assignee all Cash and Cash Equivalents, Accounts Receivable, Automobiles, Leasehold Improvements, Computer Software, Intellectual Property Rights, Goodwill and Other Assets, in each case effective as of the date or dates set forth opposite such Asset on Exhibit C.

2. Acceptance of Assets.

A. Assignee hereby acquires, assumes and accepts the Class A Contracts effective as of the Effective Date, and shall assume all liabilities, responsibilities, rights and powers with respect thereto, including, without limitation, the obligation to manage and administer the Class A Contracts consistent with the purposes of Assignor, and in compliance with any and all agreements and documents relating to permanently or temporarily restricted assets which may form part of the Class A Contracts.

B. Assignee hereby acquires, assumes and accepts each Class B Contract effective as of the Consent Date thereof, and shall assume all liabilities, responsibilities, rights and powers with respect thereto, including, without limitation, the obligation to manage and administer such Class B Contract consistent with the purposes of Assignor, and in compliance with any and all agreements and documents relating to permanently or temporarily restricted assets which may form part of each such Class B Contract.

C. Assignee hereby acquires, assumes and accepts all Cash and Cash Equivalents, Accounts Receivable, Automobiles, Leasehold Improvements, Computer Software, Intellectual Property Rights, Goodwill and Other Assets, in each case effective as of the date or dates set forth opposite such Asset on Exhibit C.

3. Title. Assignor represents and warrants to Assignee that Assignor has good and marketable title to the Assets, and upon consummation of the Agreement, Assignee will acquire from Assignor good and marketable title to the Assets, free and clear of any and all liens, claims and encumbrances, except for documents and agreements pertaining to permanently or temporarily restricted assets comprising part of the Assets as otherwise previously disclosed to Assignee by Assignor.

4. Further Assurances. Each party hereto agrees to execute all such further instruments and documents and to take such other actions as may be necessary or appropriate in order to effectuate the transactions contemplated by this Agreement.

5. Governing Law. This Assignment shall be construed according to the laws of the State of New York, without giving effect to its conflicts of laws principles.

6. Entire Agreement. This Agreement constitutes and contains the entire understanding between the parties hereto and cannot be amended, modified or waived except in a writing signed by the parties hereto.

7. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement. Any facsimile signature shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSIGNOR:

**NEW YORK ROAD RUNNERS
FOUNDATION, INC.**

By: _____
Name: _____
Title: _____

ASSIGNEE:

NEW YORK ROAD RUNNERS, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSIGNOR:

**NEW YORK ROAD RUNNERS
FOUNDATION, INC.**

By: 

Name: Cliff Sperber

Title: Executive Director

ASSIGNEE:

NEW YORK ROAD RUNNERS, INC.

By: _____

Name: Mary Wittenberg

Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSIGNOR:

**NEW YORK ROAD RUNNERS
FOUNDATION, INC.**

By: _____
Name: Cliff Sperber
Title: Executive Director

ASSIGNEE:

NEW YORK ROAD RUNNERS, INC.

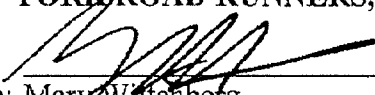
By:  _____
Name: Mary Whitenberg
Title: President

Exhibit A

Class A Contracts

Michael & Susan Dell Foundation	Database Management System
Cedar Hill Foundation	How To Run Video
ING Run For Something Better	ING RFSB
	Supplemental Services-Sports & Recreation, RFP#1C510
Department of Education	License/Registration
NYC Department of Finance	License/Registration
NYS Dept of Law - Charities Bureau	Permit
City of NY Parks & Recreation	Vendor
Armory Foundation	Vendor
Stone Creek	Vendor
Nightlife Enterprises, L.P.	Vendor
Canon Business Solutions - East, Inc.	Vendor
Senderos	Vendor
Sprocket Express	Vendor
Exxon Mobil	Vendor
Healthy Start	Vendor
NYCD Professional Digital Services	Vendor
USPS (BRE's)	Vendor
Telosa Software, Inc.	Vendor
O'Connor Davies Munns & Dobbins, Inc.	Consultant
Malkin & Ross	Consultant
Dave Herscher Public Relations, LLC	Consultant
Brett Sloan	Consultant
EVW Communications, LLC	Consultant
Loeb & Loeb LLP	Consultant
Incremax Technologies Corp.	Consultant
Russell R. Pate	Consultant
Larry Green	Consultant
Ed Porier	Consultant
Victoria Jamieson	Consultant
APCG Productions	Creative Services
Christine Kossow	Creative Services
Daniels Design	Creative Services
David Berkwitz	Creative Services
Flat	Creative Services
Salmini Films	Creative Services
Kathryn Kukula	Creative Services
Maxwell	Creative Services
Rosalyn Migdal	Creative Services
The After School Corp. (TASC)	Partnership
Sports & Arts in Schools Foundation (SASF)	Partnership
NYC Housing Authority (NYCHA)	Partnership
Chicago Run/Pritzker Trauber Family Foundation	Partnership

Exhibit B

Class B Contracts

Department of Youth & Community Development	Out of School Time Grant for Running Partners Enrichment Program
Department of Youth & Community Development	Mighty Milers - Brooklyn School Discretionary Grant
Department of Health and Mental Hygiene	Mighty Milers/Young Runners Program in Brooklyn, Queens and Manhattan
Our Lady Queen of Angels School/Catholic Charities Office	Vendor
New York State Office of Children & Family Services	Vendor
Pitney Bowes Postage by Phone	Vendor

Exhibit C
Dates of Transfer

<u>Asset</u>	<u>Percentage to be Transferred</u>	<u>Date of Transfer</u>
Cash and Cash Equivalents, including those held in the following accounts: <ul style="list-style-type: none"> • Merrill Lynch, Acct #862-04011 • JP Morgan Chase, Checking Account for DYCD grants, Acct #000000114743185 	One Third (1/3) of quantity then existing.	Effective Date
	One Half (1/2) of quantity then existing.	August 31, 2008
	Remainder	End Date
Accounts Receivable	One Third (1/3) of quantity then existing.	Effective Date
	One Half (1/2) of quantity then existing.	August 31, 2008
	Remainder	End Date
Automobiles, including the following: <ul style="list-style-type: none"> • 2006 Toyota, VIN: 5TDZA23C36S42623, New York Plate #: NYRRF 	All	Effective Date
Leasehold Improvements	All	August 31, 2008
Computer Software	One Third (1/3) of quantity then existing.	Effective Date
	One Half (1/2) of quantity then existing.	August 31, 2008
	Remainder	End Date
Intellectual Property Rights	All	End Date
Goodwill	All	End Date
Other Assets	All	End Date