

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315087

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
The Color Run, LLC		08/13/2014	LIMITED LIABILITY COMPANY: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCR IP Holdings, LLC		
<b>Street Address:</b>	12244 South Business Park Drive, Suite 100		
<b>City:</b>	Draper		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84020		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UTAH		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4281769	COLOR MADNESS	
<b>Registration Number:</b>	4297409	COLOR RUNNER	
<b>Registration Number:</b>	4474520	COLOR YOUR RUN	
<b>Registration Number:</b>	4291745	HAPPIEST 5K	
<b>Registration Number:</b>	4282997	IF LIFE HANDS YOU COLOR RUN WITH IT	
<b>Registration Number:</b>	4319781	THE COLOR RUN	
<b>Registration Number:</b>	4535516	THE COLOR RUN	
<b>Registration Number:</b>	4282994	WILL RUN FOR COLOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8015786999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(801) 328-3131		
<b>Email:</b>	tm-slc@stoel.com		
<b>Correspondent Name:</b>	David J. Pacheco		
<b>Address Line 1:</b>	201 South Main Street, Suite 1100		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>ATTORNEY DOCKET NUMBER:</b>	47514-1		
<b>NAME OF SUBMITTER:</b>	David J. Pacheco		

OP \$215.00 4281769

<b>SIGNATURE:</b>	/David J. Pacheco/
<b>DATE SIGNED:</b>	08/21/2014
<b>Total Attachments: 4</b> source=TCR-TCR IP Assignment#page1.tif source=TCR-TCR IP Assignment#page2.tif source=TCR-TCR IP Assignment#page3.tif source=TCR-TCR IP Assignment#page4.tif	

## **ASSIGNMENT OF TRADEMARK RIGHTS**

WHEREAS, The Color Run, LLC, a Utah limited liability company ("Assignor"), is the owner of the United States trademarks set forth in Schedule A attached hereto, including the United States applications set forth in Schedule A (the "Applications"), and the foreign trademark applications and registrations set forth in Schedule B attached hereto (collectively, the "Trademarks"); and

WHEREAS, TCR IP Holdings, LLC, a Utah limited liability company ("Assignee"), is desirous of acquiring from Assignor the entire worldwide right, title and interest in and to the Trademarks and the Applications once the Allegations of Use for the Applications have been accepted by the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, the entire worldwide right, title, and interest in and to the Trademarks, including the Applications once the Allegations of Use for the Applications have been accepted by the U.S. Patent and Trademark Office, all related common law rights and the goodwill pertaining thereto, together with all claims, demands and causes of action for the past infringement of any or all of the Trademarks or for unfair competition in business in connection therewith, the same to be held and enjoyed by Assignee, its successors, assigns or other legal representatives as fully and entirely as the same would or could have been held and enjoyed by Assignor had this Assignment not been made, effective August 13, 2014.

Assignor warrants, covenants and represents that it is the owner of the Trademarks, the Applications, and related common law rights and associated goodwill; that it has the full right to

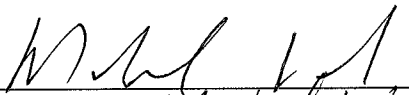
convey the entire interest hereby assigned; and that it has not and will not assign or otherwise transfer any of the rights hereby assigned to any third party; and that there are no actual or threatened claims, actions or proceedings against the Trademarks or the Applications.

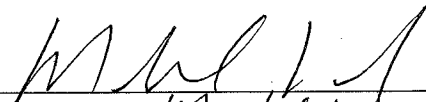
Assignor will, without additional consideration, take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Trademarks in Assignee. Assignor hereby authorizes Assignee to request that the applicable governmental entity record Assignee as the owner of the Trademarks with all applicable governmental authorities and the Applications once the Allegations of Use for the Application has been accepted by the U.S. Patent and Trademark Office.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

THE COLOR RUN, LLC

TCR IP HOLDINGS, LLC

  
\_\_\_\_\_  
Print Name: Michael Ward  
Title: General Counsel

  
\_\_\_\_\_  
Print Name: Michael Ward  
Title: General Counsel

### Schedule A

#### United States Trademark Registrations

<u>Mark</u>	<u>Country</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Reg. No.</u>
COLOR MADNESS	United States	02/23/2012	85/551,252	4,281,769
COLOR RUNNER	United States	02/23/2012	85/551,259	4,297,409
COLOR YOUR RUN	United States	06/07/2013	85/953,562	4,474,520
HAPPIEST 5K	United States	06/22/2012	85/659,069	4,291,745
IF LIFE HANDS YOU COLOR RUN WITH IT	United States	06/22/2012	85/659,187	4,282,997
THE COLOR RUN	United States	02/24/2012	85/552,443	4,319,781
THE COLOR RUN	United States	02/27/2012	85/554,046	4,535,516
WILL RUN FOR COLOR	United States	06/22/2012	85/659,173	4,282,994

#### United States Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Filing Date</u>	<u>App. No.</u>
COLOR 5K	United States	02/29/2012	85/556,782
COLOR DASH	United States	02/29/2012	85/556,777
COLOR ME HAPPY	United States	05/29/2013	85/944,803
COLOR VIBES	United States	08/16/2012	85/705,839
COLOR YOUR RUN	United States	06/07/2013	85/954,005
PROM 5K	United States	07/05/2013	86/003,377
PROM NIGHT 5K	United States	07/05/2013	86/003,383
PROM NIGHT RUN	United States	07/05/2013	86/003,379
RACE THE RAINBOW	United States	05/20/2013	85/937,260
RUN THE RAINBOW	United States	05/20/2013	85/937,265
RUN TO PROM WITH ME	United States	07/05/2013	86/003,376
STUFF CUFF	United States	08/26/2013	86/048,271
WORRY LESS RUN MORE	United States	03/22/2013	85/884,213

**Schedule B**

**Foreign Trademark Registrations and Applications**

<u>Mark</u>	<u>Country</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Reg. No.</u>
THE COLOR RUN	Argentina	11/19/2012	3208202	
THE COLOR RUN	Argentina	11/19/2012	3208204	2628071
THE COLOR RUN	Australia	11/27/2012	1528586	
THE COLOR RUN	Australia	11/27/2012	1528587	
A CORRIDA DAS CORES	Brazil	10/31/2012	840319177	
A CORRIDA DAS CORES	Brazil	10/31/2012	840319207	
THE COLOR RUN	Brazil	10/29/2012	840314973	
THE COLOR RUN	Brazil	10/29/2012	840314981	
THE COLOR RUN	Canada	07/16/2012	1586324	
THE COLOR RUN	Chile	10/31/2012	1031941	
THE COLOUR RUN	Community Trademark	10/31/2012	011308244	011308244
THE COLOR RUN	Ecuador	11/08/2012	201230984	33942013
THE COLOR RUN	Ecuador	11/08/2012	201230983	72012013
COLOR RUNNER	International	05/01/2014	A0042388	IR-1209253
HAPPIEST 5K	International	11/08/2013	A0039180	IR-1184817
THE COLOR RUN	International	07/12/2012	A0030777	IR-1135357
THE COLOR RUN	International	11/08/2013	A0039179	IR-1185006
THE COLOR RUN	Peru	10/31/2012	512769	006239
THE COLOR RUN	Philippines	10/31/2012	42012013334	42012013334
THE COLOR RUN	South Africa	05/21/2013	201313313	
THE COLOR RUN	South Africa	05/21/2013	201313312	