

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320374

<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>
100, LLC		07/25/2014	LIMITED LIABILITY COMPANY: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Human Movement Inc.		
<b>Street Address:</b>	1111 South Street		
<b>City:</b>	Louisville		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80027		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4115804	DIRTY GIRL	
<b>Registration Number:</b>	4348830		
<b>Serial Number:</b>	85905338	DIRTY GIRL	
<b>Serial Number:</b>	85544932	DIRTY GIRL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602758299		
<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>	860-275-8285		
<b>Email:</b>	jscheib@rc.com		
<b>Correspondent Name:</b>	Jacqueline P. Scheib		
<b>Address Line 1:</b>	280 Trumbull Street		
<b>Address Line 2:</b>	Robinson & Cole LLP		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	Jacqueline P. Scheib		
<b>SIGNATURE:</b>	/Jacqueline P. Scheib/		
<b>DATE SIGNED:</b>	10/17/2014		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of July 25, 2014 (the "Effective Date") is by and between 100 LLC d/b/a Dirty Girl Mud Run, a Wisconsin limited liability company ("Assignor"), and Human Movement Inc., a Delaware corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all of its right, title and interest in and to the trademarks set forth on Schedule A hereto (hereinafter referred to as the "Trademarks").

WHEREAS, Assignor is the owner of all right, title and interest in and to the Trademarks; and

WHEREAS, for good and valuable consideration, and upon the terms and conditions set forth below and in the Purchase Agreement, Assignor desires to assign all of its right, title, and interest in and to the Trademarks to Assignee, and Assignee desires to accept such assignment.

NOW, THEREFORE, in consideration of the transactions contemplated hereby and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, conveys, and transfers unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Trademarks, including without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to sue for past and future infringement and the right to the goodwill of the business symbolized thereby.

2. Assignor expressly agrees to execute, acknowledge and deliver any documents and instruments that may be reasonably requested by Assignee to evidence or effectuate the sale, conveyance, assignment, transfer and delivery of the Trademarks to Assignee.

3. To the extent that any terms and provisions of this Assignment are in any way inconsistent with or conflict with any term, condition or provision of the Purchase Agreement, the Purchase Agreement shall govern and control. Without limiting the foregoing, the parties hereto agree that neither the representations and warranties nor the rights (including indemnification) and remedies of any party under the Purchase Agreement shall be deemed to have been enlarged, reduced, or altered in any way by the execution, acceptance, and approval of this Assignment.

4. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

5. This Assignment may be executed in multiple counterparts, including by facsimile or electronic (i.e., PDF) signature, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same instrument.

*[signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first written above.

**ASSIGNOR:**

**100 LLC**

**a Wisconsin limited liability company**

By: TIM B. ABRAHAM  
Name: TIMOTHY L ABRAHAM  
Title: CFO

**ASSIGNEE:**

**HUMAN MOVEMENT INC.**

**a Delaware corporation**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first written above.

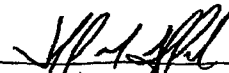
**ASSIGNOR:**

**100 LLC**  
a Wisconsin limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

**HUMAN MOVEMENT INC.**  
a Delaware corporation

By:  \_\_\_\_\_  
Name: JEFF M SUFFOLK  
Title: President

*Signature Page to Trademark Assignment*

**SCHEDULE A**

U.S. Pending Applications

<b>TRADEMARK</b>	<b>SERIAL NUMBER</b>
Dirty Girl	85/905,338
Dirty Girl	85/544,932

U.S. Registrations

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>
Dirty Girl	4,115,804
Design	4,348,830

Common Law Marks

None