

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320479

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|---|--|-----------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DPZ Properties, Inc. | | 09/30/2014 | CORPORATION: NORTH CAROLINA |
| 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: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4243481 | CAPITAL RUNWALK | |
| Registration Number: | 4016617 | CAPITAL FITNESS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3172317433 | | |
| <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> | | | |
| Phone: | 317-236-1313 | | |
| Email: | dwong@btlaw.com | | |
| Correspondent Name: | David A. W. Wong | | |
| Address Line 1: | 11 S. Meridian St. | | |
| Address Line 4: | Indianapolis, INDIANA 46204-3535 | | |
| ATTORNEY DOCKET NUMBER: | 58282-232196/232197 | | |
| NAME OF SUBMITTER: | David A. W. Wong | | |
| SIGNATURE: | /dwong/ | | |
| DATE SIGNED: | 10/17/2014 | | |
| Total Attachments: 5 | | | |
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| source=DPZ Properties Acquisition Assignment of Service Marks#page2.tif | | | |
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TRADEMARK

ASSIGNMENT OF SERVICE MARKS

This Assignment of Service Marks (this "Assignment"), dated as of September 30, 2014, is made by **DPZ Properties, Inc.**, a North Carolina corporation d/b/a Capital RunWalk ("Assignor"), to **The Running Specialty Group Acquisitions 1, LLC**, an Indiana limited liability company ("Assignee").

Recitals

- A. Assignor and Assignee, as well as Michael W. Zimmerman, the sole shareholder of Assignor, are parties to the Asset Purchase Agreement dated September 30, 2014 (the "Asset Purchase Agreement").
- B. Assignor is the owner of the entire right, title, and interest in and to certain service marks for use on and in association with the Business (as defined in the Asset Purchase Agreement).
- C. In conjunction with the Asset Purchase Agreement, Assignor desires to assign its entire right, title, and interest in and to the Assigned Service Marks (as defined below) to Assignee, and Assignee desires to acquire Assignor's entire right, title, and interest in and to such service marks.

Agreements

NOW, THEREFORE, in consideration of the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest, if any, in and to all the following (collectively, the "Assigned Service Marks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Service Marks:
- (a) the service marks set forth on Schedule I hereto, whether registered, unregistered, or arising by any applicable law of any jurisdiction throughout the world, all registrations and applications for registration of such service marks, including intent-to-use trademark applications, issuances, extensions, and renewals of such registrations and applications, and similar intangible property and related proprietary rights, interests, and protections, however arising, pursuant to any such law;
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement.

dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Representations. Assignor represents and warrants that it is the sole owner of the Assigned Service Marks and has the full right and power to make the assignment of the Assigned Service Marks made hereby and that it has not made and will not make any assignment, transfer, sale, encumbrance, or agreement in conflict with any provision of this Assignment.

3. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Service Marks are properly assigned to Assignee or to any designee thereof or any assignee or successor thereto.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which, when executed, will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the Transactions (as defined in the Asset Purchase Agreement) shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

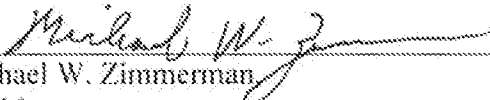
7. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including without limitation the representations, warranties, covenants, agreements, and indemnities relating to the Assigned Service Marks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

[Signature page follows]

The undersigned have executed this Assignment of Service Marks as of the date first written above.

ASSIGNOR:

DPZ Properties, Inc. d/b/a Capital RunWalk

By: 
Michael W. Zimmerman
President

ASSIGNEE:

The Running Specialty Group Acquisitions I, LLC

By: _____

Printed: _____

Title: _____

The undersigned have executed this Assignment of Service Marks as of the date first written above.

ASSIGNOR:

DPZ Properties, Inc. d/b/a Capital RunWalk

By: _____
Michael W. Zimmerman,
President

ASSIGNEE:

The Running Specialty Group Acquisitions 1, LLC

By: Bill Kirkendall
Printed: BILL KIRKENDALL
Title: PRESIDENT

Schedule 1

ASSIGNED SERVICE MARKS

| Mark | Registration No. | Registration Date | Date of 1st Use | Applicant/ Owner |
|-----------------|-------------------------|--------------------------|-----------------------------------|-------------------------|
| CAPITAL RUNWALK | 4243481 | November 13, 2012 | January 1, 2012 | DPZ Properties, Inc. |
| CAPITAL FITNESS | 4016617 | August 23, 2011 | August 31, 2010 | DPZ Properties, Inc. |