

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Firstwave Events, LLC		12/23/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	World Triathlon Corporation		
Street Address:	2701 North Rocky Point Drive		
Internal Address:	Suite 1250		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4160753	SANTA CRUZ HALF MARATHON/10K	
Registration Number:	4182307	SANTA CRUZ HALF MARATHON/10K	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	131641236200		
NAME OF SUBMITTER:	Janis Nici		
SIGNATURE:	/janis nici/		
DATE SIGNED:	01/07/2015		
Total Attachments: 6			
source=firstwave to wtc#page1.tif			
source=firstwave to wtc#page2.tif			

OP \$65.00 4160753

source=firstwave to wtc#page3.tif

source=firstwave to wtc#page4.tif

source=firstwave to wtc#page5.tif

source=firstwave to wtc#page6.tif

IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement, dated as of December 23, 2014 (this "**Agreement**"), is by and between **FIRSTWAVE EVENTS, LLC**, a California limited liability company ("**Assignor**"), and **WORLD TRIATHLON CORPORATION**, a Florida corporation ("**Assignee**"). Capitalized terms used herein and not otherwise defined herein have the meaning assigned thereto in the Asset Purchase Agreement, dated of even date herewith, between Assignor, Assignee and Tom Cotton (the "**Asset Purchase Agreement**").

RECITALS

Whereas, Assignor is the owner of all patent rights included within Seller's Intellectual Property rights, including without limitation those in, arising out of, or associated with the patents and patent applications identified in Schedule A, attached hereto (collectively, the "**Assigned Patents**"), and is the owner of all right, title and interest in and to any registration application(s) or registration(s) for the Assigned Patents, including all right, title and interest in those listed in Schedule A, attached hereto (collectively, "**Patent Registrations**");

Whereas, Assignor is the owner of all copyrights included within Seller's Intellectual Property rights, including without limitation those in, arising out of, or associated with the Works of Authorship identified in Schedule A, attached hereto (collectively, the "**Assigned Copyrights**"), and is the owner of all right, title and interest in and to any registration application(s) or registration(s) for the Assigned Copyrights, including all right, title and interest in those listed in Schedule A, attached hereto (collectively, "**Copyright Registrations**");

Whereas, Assignor is the owner of all trademark rights included within Seller's Intellectual Property rights, including without limitation those in, arising out of, or associated with the Trademarks identified in Schedule A, attached hereto (collectively, the "**Assigned Trademarks**"), and is the owner of all right, title and interest in and to one or more registration application(s) or registration(s) for such Assigned Trademarks, including all right, title and interest in those listed in Schedule A, attached hereto (collectively, "**Trademark Registrations**" and, together with the Patent Registrations and Copyright Registrations, the "**Registrations**");

Whereas, Assignor is the owner of all right, title and interest in and to any domain name rights included within Seller's Intellectual Property rights, including without limitation those in, arising out of, or associated with the Domain Names identified in Schedule A, attached hereto (collectively the "**Assigned Domains**" and, together with the Assigned Patents, Assigned Copyrights, Assigned Trademarks, and the Registrations, along with all other Seller's Intellectual Property and Seller's Intellectual Property rights, the "**Assigned IP**"); and

Whereas, in accordance with the Asset Purchase Agreement, Assignee is desirous of acquiring, and Assignor is willing and able to assign, all of Assignor's right, title and interest in and relating to the Assigned IP, together with all business goodwill associated therewith.

AGREEMENT

Now, Therefore, for the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **PATENTS.** Assignor does hereby irrevocably sell, convey, assign and transfer to Assignee, its successors, legal representatives and assigns, as of the date hereof, all of Assignor's right, title and interest in and to the Assigned Patents, together with all business goodwill associated therewith, and all right, title and interest to all Patent Registrations. Assignor hereby agrees to cooperate with Assignee in the sustaining of any and all Patent Registrations and in confirming the Assignee's exclusive ownership of the Assigned Patents. Assignor shall take such steps as are reasonably necessary to satisfy Assignee that the transfer by Assignor to Assignee of Assignor's common law rights in the Assigned Patents has been fully effected and is effective.

2. **COPYRIGHTS.** Assignor does hereby irrevocably sell, convey, assign and transfer to Assignee, its successors, legal representatives and assigns, as of the date hereof, all of Assignor's right, title and interest in and to the Assigned Copyrights, together with all business goodwill associated therewith, and all right, title and interest to all Copyright Registrations. Assignor hereby agrees to cooperate with Assignee in the sustaining of any and all Copyright Registrations and in confirming the Assignee's exclusive ownership of the Assigned Copyrights. Assignor shall take such steps as are reasonably necessary to satisfy Assignee that the transfer by Assignor to Assignee of Assignor's common law rights in the Assigned Copyrights has been fully effected and is effective.

3. **TRADEMARKS.** Assignor does hereby irrevocably sell, convey, assign and transfer to Assignee, its successors, legal representatives and assigns, as of the date hereof, all of Assignor's right, title and interest in and to the Assigned Trademarks, together with all business goodwill associated therewith, and all right, title and interest to all Trademark Registrations. Assignor hereby agrees to cooperate with the Assignee in the sustaining of any and all Trademark Registrations and in confirming Assignee's exclusive ownership of the Trademarks. Assignor shall take such steps as are reasonably necessary to satisfy Assignee that the transfer by Assignor to Assignee of Assignor's common law rights in the Trademarks has been fully effected and is effective.

4. **DOMAIN NAMES.** Assignor does hereby irrevocably sell, convey, assign and transfer to Assignee, its successors, legal representatives and assigns, as of the date hereof, all of Assignor's right, title and interest in and to the Assigned Domains and the domain name services agreement with the relevant registrar relating thereto. Immediately upon the execution and delivery of this Agreement, Assignor shall deliver to Assignee all relevant user IDs, passwords, and all other information that may be necessary to enable Assignee to access Assignor's account with the relevant registrar for the Assigned Domains and to take effective control of the Assigned Domains. Assignor shall take all other steps reasonably necessary to effect the transfer of the Assigned Domains to Assignee, including, without limitation, executing any additional documents or agreements as may be reasonably necessary to satisfy Assignee that the transfer of the Assigned Domains was effective and providing to Assignee and the relevant registrar all information necessary to effect such transfer.

5. **OTHER ASSIGNED IP.** Assignor does hereby irrevocably sell, convey, assign and transfer to Assignee, its successors, legal representatives and assigns, as of the date hereof, all of Assignor's right, title and interest in and to all other Assigned IP, together with all business goodwill associated therewith, and all applications and registrations for any and all Intellectual Property rights pertaining thereto. Assignor hereby agrees to cooperate with Assignee in the preparation, submission, and sustaining of any and all applications and registrations for any and all Intellectual Property rights pertaining thereto and in confirming the Assignee's exclusive ownership of the Assigned IP. Assignor shall take such steps as are reasonably necessary to satisfy Assignee that the transfer by Assignor to Assignee of Assignor's rights in the Assigned IP has been fully effected and is effective.

6. **MORAL RIGHTS.** To the extent allowed by law, the assignments in Sections 1-5 include all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent Assignor retains any such Moral Rights under applicable law, Assignor hereby ratifies and consents to, and provides all necessary ratifications of and consents to, any action that may be taken with respect to such Moral Rights by, or authorized by, the Assignee; Assignor agrees not to assert any Moral Rights with respect thereto.

7. **RESTRICTIVE COVENANTS.**

(a) Assignor shall cease any and all use of and shall not disclose to any third party the Assigned IP, except as may be expressly authorized by Assignee.

(b) Assignor hereby acknowledges that any unauthorized use of any of the Assigned IP by Assignor, by any third party under Assignor's control or by any third party with Assignor's express authorization constitutes a breach of this Agreement and an infringement of Assignee's intellectual property rights.

(c) Assignor shall not register, license, transfer, own or otherwise use any Assigned Trademark (whether as a domain name or otherwise) confusingly similar to any of the Assigned IP.

(d) After granting access to Assignor's account with the relevant registrar for the Assigned Domains to Assignee, Assignor shall not take any action to interfere with Assignee's access to such account or to access or otherwise exert control over such account.

Assignor recognizes and agrees that there is no adequate remedy at law for a breach of this Section, that such a breach would irreparably harm the Assignee and that the Assignee is entitled to equitable relief (including, without limitation, injunctive relief) with respect to any such breach or potential breach in addition to any other remedies and without any requirement to post bond.

8. **FURTHER ASSURANCES.** Assignor and Assignee each hereby covenant that, from time to time after delivery of this Agreement, at the other party's request and without further consideration, it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, any and all such further acts, instruments and other things or writings reasonably requested by the other party in order to evidence and effectuate the

consummation of any of the transactions contemplated by this Agreement and the assignment of the Assigned IP in accordance herewith and with the Asset Purchase Agreement. Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for and on Assignor's behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

9. **WARRANTY**. Assignor represents and warrants to the Assignee that the Assignor (i) was the sole owner (other than the Assignee) of all rights, title and interest in the Assigned IP, (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered any Assigned IP or agreed to do so, (iii) has full power and authority to enter into this Agreement and to make the assignment as provided in this Agreement, (iv) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by or in connection with the Assigned IP, (v) was not acting within the scope of providing services to any third party when conceiving, creating or otherwise performing any activity with respect to anything purportedly assigned in this Agreement and (iv) is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Assigned IP.

10. **GOVERNING LAW**. This Agreement, and all disputes or controversies arising in connection with or related to this Agreement, will be construed in accordance with, and governed in all respects by, the internal Laws of the State of Florida, without giving effect to principles of conflicts of laws.

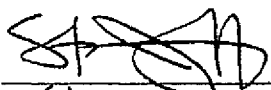
11. **COUNTERPARTS**. This Agreement may be signed in any number of counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

[Remainder of Page Intentionally Left Blank; Signature Page Immediately Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

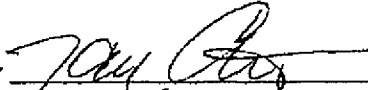
ASSIGNEE:

WORLD TRIATHLON CORPORATION

By 
Name Steve Johnston
Title Chief Legal Officer

ASSIGNOR:

FIRSTWAVE EVENTS, LLC

By 
Name Tom Cotton
Title MEMBER


SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT

SCHEDULE A




1. **WORKS OF AUTHORSHIP**

All marketing materials and signage used in connection with the Race Events.

2. **TRADEMARKS**

Reg. No.	Trademark	International Class(es)/ Goods and Services
4,160,753	SANTA CRUZ HALF MARATHON/10K	Class 41: Organizing, arranging, and conducting running events
4,182,307		Class 41: Organizing, arranging, and conducting running events

Unregistered Marks

Word Mark	Logo
SANTA CRUZ HALF MARATHON	
BIG KAHUNA TRIATHLON	
BIG KAHUNA OCEAN CHALLENGE	

3. **DOMAIN NAMES**

bigkahunatri.com
 bigkahunatri.net
 bigkahunatri.org
 bigkahunatriathlon.com
 bigkahunatriathlon.net
 bigkahunatriathlon.org
 santacruzmarathon.net
 santacruzmarathon.org

4. **OTHER ASSIGNED IP**

None.