

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338831

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Electric Run, LLC		11/13/2014	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Electric Run, LLC		
Street Address:	10 West 100 South, Suite 510		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84110		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4378898	ELECTRIC RUN	
Registration Number:	4525280	WELCOME TO OUR WORLD	
Registration Number:	4537799	ELECTRO RAINFOREST	
Registration Number:	4536611		
Registration Number:	4529609		
Registration Number:	4655839	THE WORLD'S BRIGHTEST 5K	
CORRESPONDENCE DATA			
Fax Number:	8776655870		
<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:	8017995825		
Email:	docket@hollandhart.com		
Correspondent Name:	H. Matthew Horlacher		
Address Line 1:	P.O. Box 11583		
Address Line 4:	Salt Lake City, UTAH 84110		
ATTORNEY DOCKET NUMBER:	86887.0001		
NAME OF SUBMITTER:	H. Matthew Horlacher		
SIGNATURE:	/hmhorlacher/		
DATE SIGNED:	04/20/2015		

CH \$165.00 4378898

Total Attachments: 3

source=IP Assignment#page1.tif

source=IP Assignment#page2.tif

source=IP Assignment#page3.tif

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "**Assignment**") is entered into as of November 13, 2014, by and between Electric Run, LLC, a Utah limited liability company ("**Assignor**"), and Electric Run, LLC, a Delaware limited liability company ("**Assignee**") and a wholly-owned subsidiary of The Color Run, LLC, a Delaware limited liability company ("**Parent**").

A. Assignor and Parent are parties to that certain Asset Purchase Agreement dated as of November 13, 2014 (the "**Purchase Agreement**") pursuant to which Parent has agreed to purchase the Purchased Assets from Assignor, and Assignor agrees to sell the Purchased Assets to Parent or its designee (the "**Transaction**"). Each capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

B. As a condition precedent to closing, and in order to induce Parent to consummate the Transaction, from which Assignor will receive substantial benefit, Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest in and to all applicable Intellectual Property Rights (as defined in the Purchase Agreement) of Assignor.

AGREEMENTS

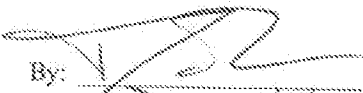
NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby transfer, assign, convey and deliver to Assignee all of Assignor's rights, title and interest in and to all of the Intellectual Property Rights, together with all of the associated goodwill.
2. Assignor agrees to execute and deliver, or cause to be executed and delivered, any and all instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may reasonably be required by Assignee or, following by Assignee, for the purpose of perfecting and completing the sale, transfer and conveyance to Assignee of the Intellectual Property Rights.
3. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures sent by facsimile or other electronic means shall constitute originals.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor has caused this Intellectual Property Assignment to be executed by its duly appointed and authorized officer as of the date first written above.

ELECTRIC RUN, LLC

By: 
Name: Dan Hill
Title: CEO

ACCEPTED AND AGREED:

ELECTRIC RUN, LLC

By: _____
Name: Frank Karbe
Title: Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

IN WITNESS WHEREOF, the Assignor has caused this Intellectual Property Assignment to be executed by its duly appointed and authorized officer as of the date first written above.

ELECTRIC RUN, LLC

By: _____

Name:

Title:

ACCEPTED AND AGREED:

ELECTRIC RUN, LLC

By:  _____

Name: Frank Karbe

Title: Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]