

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robert Wallace		04/27/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Racing Systems, Inc.		
Street Address:	4950 Keller Springs Suite 340		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4283037	THE HOTCAKE HUSTLE 5K/10K	
Registration Number:	4275804	TOO COLD TO HOLD 5M & 10M	
Registration Number:	4283039	ST. PADDY'S DAY DASH DOWN GREENVILLE 5K	
Registration Number:	4283036	IM TOO HOT TO HANDLE 5K & 15K	
Registration Number:	4283038	MELON DASH 5K	
Registration Number:	4275800	RUN PROUD 5K	
Registration Number:	4283040	SANTA FE 5K	
Registration Number:	4275806	DECK THE TRAILS	
Registration Number:	4390640	RACING SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	713-868-22		
<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:	713-869-6975		
Email:	paul@beiklaw.com		
Correspondent Name:	Paul S. Beik		
Address Line 1:	8100 Washington Avenue Suite 1000		
Address Line 4:	Houston, TEXAS 77007		
ATTORNEY DOCKET NUMBER:	1512350		

OP \$240.00 4283037

NAME OF SUBMITTER:	Paul S. Beik
SIGNATURE:	/Paul S. Beik/
DATE SIGNED:	04/29/2015
Total Attachments: 2 source=Assignment Agreement Ex with Exhibit#page1.tif source=Assignment Agreement Ex with Exhibit#page2.tif	

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is made effective as of April 20, 2015 from Robert Wallace ("ASSIGNOR") to Racing Systems, Inc. ("ASSIGNEE"):

WHEREAS, ASSIGNOR is the owner of the trademarks and applications (the "Marks") as described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill associated with and attributed to the Marks and the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products and/or Services").

ASSIGNOR further represents and warrants that no previous assignment, sale, agreement or encumbrance has been made or will be made with respect to the Marks listed in Exhibit A, and that ASSIGNOR has full right to convey the entire interest in the Marks as herein assigned and to become bound by the terms and conditions of this agreement.

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks.

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks, together with (1) the goodwill of the business relating to the Products and/or Services in respect upon which the Marks are used and for which they are registered: (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks: and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks, Patents and Applications.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

ROBERT WALLACE

By: _____

Name: _____

Date: _____

EXHIBIT A**Trademarks**

MARK	APP. NO.	REG. NO.	FILING DATE	REG. DATE
THE HOTCAKE HUSTLE 5K/10K	85/663806 (U.S.)	4,283,037	6/28/2012	January 29, 2013
TOO COLD TO HOLD 5M & 10M	85/663766 (U.S.)	4,275,804	6/28/2012	January 15, 2013
ST. PADDY'S DAY DASH DOWN GREENVILLE 5K	85/663887 (U.S.)	4,283,039	6/28/2012	January 29, 2013
TOO HOT TO HANDLE 5K & 15K	85/663081 (U.S.)	4,283,036	6/27/2012	January 29, 2013
MELON DASH 5K	85/663839 (U.S.)	4,283,038	6/28/2012	January 29, 2013
RUN PROUD 5K	85/663051 (U.S.)	4,275,800	6/28/2012	January 15, 2013
SANTA FE 5K	85/664014 (U.S.)	4,283,040	6/28/2012	January 29, 2013
DECK THE TRAILS	85/663939 (U.S.)	4,275,806	6/28/2012	January 15, 2013
RACING SYSTEMS	85/631603 (U.S.)	4,390,640	5/22/2012	August 27, 2013