

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346573

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|---|-------------------------------------|-------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| U.S. Bank National Association | | 06/10/2015 | Bank: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | LTF Triathlon Series, LLC | | |
| Street Address: | 2902 Corporate Place | | |
| City: | Chanhassen | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55317 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3840976 | NEW YORK CITY TRIATHLON | |
| Registration Number: | 3840979 | NYC TRI | |
| Registration Number: | 3840977 | NYC TRIATHLON | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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: | 202-370-4750 | | |
| Email: | ipteam@nationalcorp.com | | |
| Correspondent Name: | Dwayne C. Houston | | |
| Address Line 1: | 1025 Vermont Avenue NW, Suite 1130 | | |
| Address Line 2: | National Corporate Research, Ltd. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | F156371 | | |
| NAME OF SUBMITTER: | Sonya Jackman | | |
| SIGNATURE: | /Sonya Jackman/ | | |
| DATE SIGNED: | 07/01/2015 | | |
| Total Attachments: 4 | | | |
| source=#87384505v1 - (Magni - Trademark Security Release (LTF Triathlon Series, LLC)).Scan#page2.tif | | | |

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source=#87384505v1 - (Magni - Trademark Security Release (LTF Triathlon Series, LLC)).Scan#page5.tif

RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This **RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS**, dated as of June 10, 2015 (this "Release"), is made by **U.S. BANK NATIONAL ASSOCIATION** (the "Assignor"), in its capacity as administrative agent under that certain Third Amended and Restated Credit Agreement, dated as of June 30, 2011 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), in favor of LTF Triathlon Series, LLC (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

WITNESSETH:

WHEREAS, the Assignor and the Assignee are parties to those certain Security Agreements, dated as of April 15, 2005 and June 30, 2011;

WHEREAS, the Assignor and the Assignee are parties to that certain Confirmatory Grant of Security Interest in United States Trademarks, dated as of July 24, 2013 and recorded with the United States Patent and Trademark Office ("USPTO") on July 24, 2013 at Reel/Frame 5077/0364 (the "Grant of Security Interest");

WHEREAS, pursuant to the Grant of Security Interest, the Assignee granted to the Assignor all of the Assignee's right, title and interest in and to the items set forth on Schedule 1 hereto (the "Trademarks") together with all proceeds of such Trademarks, the goodwill associated with such Trademarks and all causes of action arising prior to or after the date of the Grant of Security Interest for infringement of such Trademarks or unfair competition regarding the same (collectively, the "Trademark Collateral");

WHEREAS, the Assignor as of the date hereof no longer has any right, title or interest in, to and under the Trademark Collateral; and

WHEREAS, the Assignee desires that the Assignor terminate and release its continuing security interest in and lien on the Trademark Collateral.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its continuing security interest in and lien on the Trademark Collateral, and reassigns and transfers to the Assignee all right, title and interest that the Assignor may have in, to and under the Trademark Collateral.

The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative or representatives, as the case may be, to record this Release with the USPTO. The Assignor further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Release; it being understood that such recordation shall be at the Assignee's sole expense.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF this Release of Security Interest in Trademark Rights
has been duly executed as of the date first written above.

U.S. BANK NATIONAL
ASSOCIATION, as Assignor

By: *Indrilo Yerkovits*
Name: *nita Yerkovits*
Title: *V.P.*

[Signature Page to Trademark Release]

TRADEMARK
REEL: 005567 FRAME: 0088

SCHEDULE 1
to
RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS
TRADEMARKS

Reel/Frame 5077/0364

Registrant: LTF TRIATHLON SERIES, LLC.

| Trademark | Registration No. | Registration Date |
|-------------------------|-------------------------|--------------------------|
| NEW YORK CITY TRIATHLON | 3840976 | 8/31/2010 |
| NYC TRI | 3840979 | 8/31/2010 |
| NYC TRIATHLON | 3840977 | 8/31/2010 |

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RECORDED: 07/01/2015

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