

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360673

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Russell Alan Pugh & Tracey Pugh, Trustees of the Russell Pugh & Tracey Pugh Family Revocable Trust Dated 01/05/2015		10/26/2015	TRUST: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	World Triathlon Corporation		
<b>Street Address:</b>	2701 North Rocky Point Drive		
<b>Internal Address:</b>	Suite 1250		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33607		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2706940	VINEMAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	212-813-8800		
<b>Email:</b>	NY-TM-Admin@goodwinprocter.com		
<b>Correspondent Name:</b>	GOODWIN PROCTER LLP/Janis Nici		
<b>Address Line 1:</b>	620 Eighth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	131641242360		
<b>NAME OF SUBMITTER:</b>	Janis Nici		
<b>SIGNATURE:</b>	/janis nici/		
<b>DATE SIGNED:</b>	10/30/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 26th day of October, 2015, by and between Russell Alan Pugh & Tracey Pugh, Trustees of the Russell Pugh & Tracey Pugh Family Revocable Trust Dated 01/05/2015, a trust organized and existing under the laws of California, and having a usual place of business at 2145 Mount Olive Drive, Santa Rosa, California 95404 ("Assignor") and World Triathlon Corporation, a corporation organized and existing under the laws of Florida, and having a usual place of business at 2701 North Rocky Point Drive, Suite 1250, Tampa, Florida 33607 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Mark");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of October 26, 2015 (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor, including the Mark and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Mark to Assignee, and Assignee is desirous of acquiring the Mark from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Mark to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to the Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Mark (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Mark, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument. Assignor hereby warrants that it is the sole owner of the Mark.

To the extent Assignor retains any right, title or interest in or to the Mark that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Mark. Assignor shall make no further use of the Mark for its

own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Mark after the date of this Assignment.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

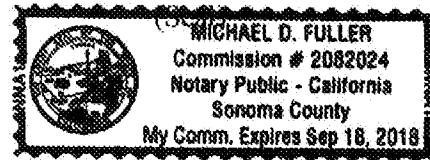
ASSIGNOR: RUSSELL RUGH & TRACEY RUGH FAMILY REVOCABLE TRUST  
MADE 01/05/2015  
Name: RUSSELL A. RUGH  
Signature: [Signature]  
Title: TRUSTEE

NOTARIZATION

On this 26<sup>th</sup> day of October, 2015, before me, the undersigned Notary Public, personally appeared Russell A. Rugh, proved to me through satisfactory evidence of identification, which ~~was~~ were California Drivers license to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

[Signature]  
Signature of Notary

My Commission Expires: Sep. 18<sup>th</sup>, 2018



ASSIGNEE: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

\_\_\_\_\_  
Signature of Notary

(Seal)

My Commission Expires: \_\_\_\_\_

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

NOTARIZATION

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

\_\_\_\_\_  
Signature of Notary (Seal)

My Commission Expires: \_\_\_\_\_

ASSIGNEE: **WORLD TRIATHLON CORPORATION**

Name: Andrew Messick

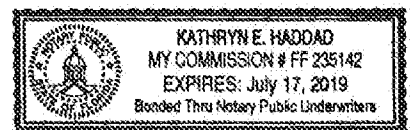
Signature: \_\_\_\_\_ 

Title: Chief Executive Officer

On this 26<sup>th</sup> day of October, 2015, before me, the undersigned Notary Public, personally appeared Andrew Messick, proved to me through satisfactory evidence of identification, which was/were Florida Business License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

  
\_\_\_\_\_  
Signature of Notary (Seal)

My Commission Expires: July 17, 2019



[Signature Page to Trademark Assignment Agreement]

**Exhibit A**

**Mark**

<i>Mark</i>	<i>Jurisdiction</i>	<i>Application No. &amp; Date</i>	<i>Registration No. &amp; Date</i>
VINEMAN	USA	76426204, June 28, 2002	2706940, April 15, 2003

[Exhibit A to Trademark Assignment Agreement]