

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM386619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Color Run, LLC		08/13/2014	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	TCR IP Holdings, LLC		
Street Address:	1957 South 4800 West		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84104		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4639481	STUFF CUFF	
Registration Number:	4936967	COLOR 5K	
Registration Number:	4936966	COLOR DASH	
Serial Number:	85884213	WORRY LESS RUN MORE	
Serial Number:	85954005	COLOR YOUR RUN	
Serial Number:	85944803	COLOR ME HAPPY	
CORRESPONDENCE DATA			
Fax Number:	8015786999		
<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:	(801) 328-3131		
Email:	tm-slc@stoel.com		
Correspondent Name:	Joshua G. Gigger		
Address Line 1:	201 South Main Street, Suite 1100		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Joshua G. Gigger		
SIGNATURE:	/Joshua G. Gigger/		
DATE SIGNED:	05/31/2016		

OP \$165.00 4639481

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, The Color Run, LLC, a Utah limited liability company (“Assignor”), is the owner of the United States trademarks set forth in Schedule A attached hereto, including the United States applications set forth in Schedule A (the “Applications”), and the foreign trademark applications and registrations set forth in Schedule B attached hereto (collectively, the “Trademarks”); and

WHEREAS, TCR IP Holdings, LLC, a Utah limited liability company (“Assignee”), is desirous of acquiring from Assignor the entire worldwide right, title and interest in and to the Trademarks and the Applications once the Allegations of Use for the Applications have been accepted by the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, the entire worldwide right, title, and interest in and to the Trademarks, including the Applications once the Allegations of Use for the Applications have been accepted by the U.S. Patent and Trademark Office, all related common law rights and the goodwill pertaining thereto, together with all claims, demands and causes of action for the past infringement of any or all of the Trademarks or for unfair competition in business in connection therewith, the same to be held and enjoyed by Assignee, its successors, assigns or other legal representatives as fully and entirely as the same would or could have been held and enjoyed by Assignor had this Assignment not been made, effective August 13, 2014.

Assignor warrants, covenants and represents that it is the owner of the Trademarks, the Applications, and related common law rights and associated goodwill; that it has the full right to

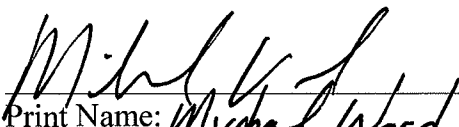
convey the entire interest hereby assigned; and that it has not and will not assign or otherwise transfer any of the rights hereby assigned to any third party; and that there are no actual or threatened claims, actions or proceedings against the Trademarks or the Applications.

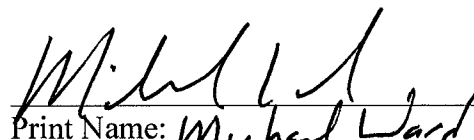
Assignor will, without additional consideration, take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Trademarks in Assignee. Assignor hereby authorizes Assignee to request that the applicable governmental entity record Assignee as the owner of the Trademarks with all applicable governmental authorities and the Applications once the Allegations of Use for the Application has been accepted by the U.S. Patent and Trademark Office.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

THE COLOR RUN, LLC

TCR IP HOLDINGS, LLC


Print Name: Michael Ward
Title: General Counsel


Print Name: Michael Ward
Title: General Counsel

Schedule A

United States Trademark Registrations

<u>Mark</u>	<u>Country</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Reg. No.</u>
COLOR MADNESS	United States	02/23/2012	85/551,252	4,281,769
COLOR RUNNER	United States	02/23/2012	85/551,259	4,297,409
COLOR YOUR RUN	United States	06/07/2013	85/953,562	4,474,520
HAPPIEST 5K	United States	06/22/2012	85/659,069	4,291,745
IF LIFE HANDS YOU COLOR RUN WITH IT	United States	06/22/2012	85/659,187	4,282,997
THE COLOR RUN	United States	02/24/2012	85/552,443	4,319,781
THE COLOR RUN	United States	02/27/2012	85/554,046	4,535,516
WILL RUN FOR COLOR	United States	06/22/2012	85/659,173	4,282,994

United States Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Filing Date</u>	<u>App. No.</u>
COLOR 5K	United States	02/29/2012	85/556,782
COLOR DASH	United States	02/29/2012	85/556,777
COLOR ME HAPPY	United States	05/29/2013	85/944,803
COLOR VIBES	United States	08/16/2012	85/705,839
COLOR YOUR RUN	United States	06/07/2013	85/954,005
PROM 5K	United States	07/05/2013	86/003,377
PROM NIGHT 5K	United States	07/05/2013	86/003,383
PROM NIGHT RUN	United States	07/05/2013	86/003,379
RACE THE RAINBOW	United States	05/20/2013	85/937,260
RUN THE RAINBOW	United States	05/20/2013	85/937,265
RUN TO PROM WITH ME	United States	07/05/2013	86/003,376
STUFF CUFF	United States	08/26/2013	86/048,271
WORRY LESS RUN MORE	United States	03/22/2013	85/884,213