

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418339

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 Running Specialty Group Acquisitions 1, LLC		02/24/2017	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	RSG IP Company, LLC		
Street Address:	231 Milwaukee Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Serial Number:	87175844	JACKRABBIT.COM	
Serial Number:	86350026	RUN BOULDER	
Serial Number:	86754602		
Serial Number:	86754600		
Serial Number:	86667298	RUN REWARDS	
Serial Number:	86047150	WHERE FIT HAPPENS	
Serial Number:	86343998	BOULDER RUNNING COMPANY	
Serial Number:	86343973	BOULDER RUNNING COMPANY	
Serial Number:	86389105	RUNNING FIT	
Serial Number:	86389055	RUNNING FIT	
Serial Number:	86025031		
Serial Number:	86065767	RUN TEXAS	
Serial Number:	85923915	NEW JERSEY RUNNING COMPANY	
Serial Number:	85787419	RUN COLORADO	
Serial Number:	85787413	RUN COLORADO	
Serial Number:	85548281	BOULDER FOR MEN	
Serial Number:	85548263	BOULDER	
Serial Number:	85816057	NOT SOMEDAY... TODAY	
Serial Number:	85450712		
TRADEMARK			

OP \$940.00 87175844

Property Type	Number	Word Mark
Serial Number:	85450673	JACKRABBIT
Serial Number:	85249465	NYC RUNNING SHOW
Serial Number:	85787407	RUN COLORADO
Serial Number:	85171470	RUN COLORADO
Serial Number:	85801786	RUN CALIFORNIA
Serial Number:	85797895	RUN NEW MEXICO
Serial Number:	85500729	CAPITAL RUNWALK
Serial Number:	85886885	SIT TO FIT
Serial Number:	85662884	RUNNING INSTITUTE OF TEXAS
Serial Number:	85559095	NEW YORK RUNNING COMPANY
Serial Number:	85043795	BLUEMILE
Serial Number:	78329278	I RUN THIS TOWN
Serial Number:	77977361	TEXAS RUNNING COMPANY
Serial Number:	77946737	CAPITAL FITNESS
Serial Number:	77454348	GREATER BOSTON RUNNING COMPANY
Serial Number:	77352657	PRINCETON RUNNING COMPANY
Serial Number:	76178768	RUNNING SPOT
Serial Number:	85631603	RUN ON!

CORRESPONDENCE DATA

Fax Number: 4247505100

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.

Email: kyle@cypressllp.com

Correspondent Name: Kyle Funn

Address Line 1: 11111 Santa Monica Blvd., Suite 500

Address Line 4: Los Angeles, CALIFORNIA 90025

NAME OF SUBMITTER:	Kyle Funn
SIGNATURE:	/s/
DATE SIGNED:	03/03/2017

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of February 24, 2017, is made by The Running Specialty Group Acquisitions I, LLC, an Indiana limited liability company ("RSGI"), and RSG IP Company, LLC, a Delaware limited liability company ("IPCo").

Reference is made to that certain Membership Interest Purchase Agreement (as amended from time to time, the "Purchase Agreement") dated as of January 26, 2017, by and between Project Running Specialties, Inc., a Delaware corporation (the "Buyer"), Project Running Specialties, LLC, a Delaware limited liability company (the "IP Buyer," and together with Buyer, the "Buyers"), and The Finish Line, Inc., an Indiana corporation ("Seller").

In connection with the Purchase Agreement, RSGI has conveyed, transferred, and assigned to IPCo certain intellectual property of RSGI (the "RSGI IP"), and IPCo has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

The parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RSGI hereby irrevocably conveys, transfers, and assigns to IPCo, and IPCo hereby accepts, all of RSGI's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - (a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule I hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of RSGI's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - (b) all rights of any kind whatsoever of RSGI accruing under any of the foregoing provided by applicable law of any jurisdiction;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof.
2. Recordation. RSGI hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by IPCo.
3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of each of the parties with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force

and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule.

[signatures on following page]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Trademark Assignment as of the date first written above.

THE RUNNING SPECIALTY GROUP ACQUISITIONS 1, LLC


By: Samuel M. Soto
Its: CEO

RSG IP COMPANY, LLC


By: Samuel M. Soto
Its: CEO of The Finish Line, Inc.,
the sole manager of
RSG IP Company, LLC

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

TrademarkName	CaseNumber	CountryName	TrademarkStatus	AppNumber	FileDate	RegNumber	RegDate	Owner
GREATER BOSTON RUNNING COMPANY	58282-115829	United States of America	Registered	77/934348	22-Apr-2008	3759421	25-Feb-2010	The Running Specialty Group Acquisitions 1, LLC
PRINCETON RUNNING COMPANY	58282-115661	United States of America	Registered	77/312657	14-Dec-2007	3563360	30-Jan-2009	The Running Specialty Group Acquisitions 1, LLC
TEXAS RUNNING COMPANY	58282-115662	United States of America	Registered	77/977361	10-Dec-2007	3747992	03-Feb-2010	The Running Specialty Group Acquisitions 1, LLC
NEW YORK RUNNING COMPANY	58282-115668	United States of America	Registered	85/598095	02-Mar-2012	4233253	30-Oct-2012	The Running Specialty Group Acquisitions 1, LLC
RUN BLOWUP	77/977361	United States of America	Allowed	85/70693	27-Feb-2008			The Running Specialty Group Acquisitions 1, LLC
RUN ON!	58282-227582	United States of America	Registered	85/631633	22-May-2012	4278396	22-Jan-2013	The Running Specialty Group Acquisitions 1, LLC
RUNNING INSTITUTE OF TEXAS	58282-223584	United States of America	Registered	85/662884	27-Jun-2012	4352801	18-Jun-2013	The Running Specialty Group Acquisitions 1, LLC
BLUEWAVE	58282-225460	United States of America	Registered	85/043735	30-May-2010	3942172	05-Apr-2011	The Running Specialty Group Acquisitions 1, LLC
RUNNING SPOT	58282-227254	United States of America	Registered	76/178768	11-Dec-2000	2524832	01-Jan-2002	The Running Specialty Group Acquisitions 1, LLC
STAY TO FIT	58282-227255	United States of America	Registered	85/886985	26-Mar-2013	4425485	29-Oct-2013	The Running Specialty Group Acquisitions 1, LLC
WHERE FIT HAPPENS	58282-227256	United States of America	Registered	86/047150	24-Aug-2013	4505362	01-Apr-2014	The Running Specialty Group Acquisitions 1, LLC
Running Shoe Design	58282-227257	United States of America	Registered	86/025031	31-Jul-2013	4673783	20-Jan-2015	The Running Specialty Group Acquisitions 1, LLC
BOULDER RUNNING COMPANY	58282-231060	United States of America	Registered	86/343573	27-Jul-2014	4865344	08-Dec-2015	The Running Specialty Group Acquisitions 1, LLC
BOULDER RUNNING COMPANY & Mountain Design	58282-231063	United States of America	Registered	86/341998	27-Jul-2014	4865345	08-Dec-2015	The Running Specialty Group Acquisitions 1, LLC
RUN THIS TOWN	58282-231063	United States of America	Registered	78/329278	18-Nov-2003	4928811	01-Mar-2005	The Running Specialty Group Acquisitions 1, LLC
RUN BOULDER	58282-231110	United States of America	Allowed	86/350026	28-Jul-2014			The Running Specialty Group Acquisitions 1, LLC
RUNNING FIT	58282-231543	United States of America	Registered	86/383105	09-Sep-2014	4816273	22-Sep-2015	The Running Specialty Group Acquisitions 1, LLC
RUNNING FIT and Design	58282-231542	United States of America	Registered	86/383055	09-Sep-2014	4816272	22-Sep-2015	The Running Specialty Group Acquisitions 1, LLC
CAPITAL RUNWAY	58282-232196	United States of America	Registered	85/560728	21-Dec-2011	4283481	19-Nov-2012	The Running Specialty Group Acquisitions 1, LLC
CAPITAL FITNESS	58282-232197	United States of America	Registered	77/946737	26-Feb-2010	4016617	23-Aug-2011	The Running Specialty Group Acquisitions 1, LLC
RUN TEXAS	58282-232876	United States of America	Registered	85/065787	16-Sep-2013	4521400	23-Apr-2014	The Running Specialty Group Acquisitions 1, LLC
RUN COLORADO	58282-232871	United States of America	Registered	85/787419	26-Nov-2012	4760656	23-Jun-2015	The Running Specialty Group Acquisitions 1, LLC
RUN COLORADO	58282-232872	United States of America	Registered	85/787413	26-Nov-2012	4760654	23-Jun-2015	The Running Specialty Group Acquisitions 1, LLC
RUN COLORADO	58282-232873	United States of America	Registered	85/171470	08-Nov-2010	4220145	09-Oct-2012	The Running Specialty Group Acquisitions 1, LLC
RUN CALIFORNIA	58282-232874	United States of America	Registered	85/661796	13-Dec-2012	4417372	15-Oct-2013	The Running Specialty Group Acquisitions 1, LLC
RUN NEW MEXICO	58282-232875	United States of America	Registered	85/797895	07-Dec-2012	4417352	15-Oct-2013	The Running Specialty Group Acquisitions 1, LLC
RUN COLORADO	58282-232876	United States of America	Registered	85/787407	26-Nov-2012	4419846	15-Oct-2013	The Running Specialty Group Acquisitions 1, LLC
JACKRABBIT	58282-235138	United States of America	Registered	85/450673	19-Oct-2011	4418687	15-Oct-2013	The Running Specialty Group Acquisitions 1, LLC
Jackrabbit Old Design	58282-235139	United States of America	Registered	85/450712	19-Oct-2011	4252723	04-Dec-2012	The Running Specialty Group Acquisitions 1, LLC
NYC RUNNING SHOW	58282-235140	United States of America	Registered	85/249465	23-Feb-2011	4092506	24-Jan-2012	The Running Specialty Group Acquisitions 1, LLC
NOT SOMEDAY... TODAY	58282-235141	United States of America	Registered	85/816077	04-Jan-2013	4483678	18-Feb-2014	The Running Specialty Group Acquisitions 1, LLC
Jackrabbit Design	58282-235142	Canada	Registered	1574080	18-Apr-2012	917824	21-Oct-2013	The Running Specialty Group Acquisitions 1, LLC
BOULDER FOR MEN	58282-235214	United States of America	Registered	85/548281	21-Feb-2012	4058834	25-Jun-2013	The Running Specialty Group Acquisitions 1, LLC
BOULDER	58282-235215	United States of America	Registered	85/548283	21-Feb-2012	4058833	25-Jun-2013	The Running Specialty Group Acquisitions 1, LLC
RUN REWARDS	58282-242326	United States of America	Registered	85/667296	19-Jun-2013	5020239	10-Aug-14	The Running Specialty Group Acquisitions 1, LLC
Jackrabbit Design (no color)	58282-242326	United States of America	Allowed	86/754600	11-Sep-2015			The Running Specialty Group Acquisitions 1, LLC
Jackrabbit Design (color)	58282-242327	United States of America	Allowed	86/754602	11-Sep-2015			The Running Specialty Group Acquisitions 1, LLC
JACKRABBIT.COM & Design	58282-256446	United States of America	Filed	87/175844	15-Sep-2016			The Running Specialty Group Acquisitions 1, LLC