

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Balance Athletics, Inc.		10/11/2017	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	New York Road Runners, Inc.		
Street Address:	156 West 56th Street, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Non-Profit Corporation: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87311973	RUN THE BRONX	
Serial Number:	87311963	RUN STATEN ISLAND	
Serial Number:	87311954	RUN QUEENS	
Serial Number:	87311940	RUN MANHATTAN	
CORRESPONDENCE DATA			
Fax Number:	2125939175		
<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:	212-980-0120		
Email:	pto@fkks.com		
Correspondent Name:	Frankfurt Kurnit Klein & Selz PC		
Address Line 1:	488 Madison Avenue		
Address Line 2:	Attn.: Trademark Department		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Matthew Bart		
SIGNATURE:	/Matthew Bart/		
DATE SIGNED:	10/12/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of October 11, 2017 by and between New Balance Athletics, Inc., a Massachusetts corporation having a business address of 100 Guest Street, Boston, MA 02135 ("Assignor"), and New York Road Runners, Inc., a New York non-profit corporation having a business address of 156 West 56th Street, 3rd Floor, New York, NY 10019 ("Assignee").

WHEREAS, on January 24, 2017, Assignor filed the following trademark applications based on its *bona fide* intent to use the subject marks in commerce and holds all right, title and interest in and to the trademarks set forth below (the "Assigned Trademarks"):

Mark	Jurisdiction	Serial Number	Filing Date	Goods/Services
RUN THE BRONX	United States	87/311,973	January 24, 2017	Class 25: Clothing, namely, shirts, t-shirts, tank tops, singlets, pants, jackets, sweat shirts, hoodies, hats, baseball caps, socks, shorts, gloves; footwear
RUN STATEN ISLAND	United States	87/311,963	January 24, 2017	Class 25: Clothing, namely, shirts, t-shirts, tank tops, singlets, pants, jackets, sweat shirts, hoodies, hats, baseball caps, socks, shorts, gloves; footwear
RUN QUEENS	United States	87/311,954	January 24, 2017	Class 25: Clothing, namely, shirts, t-shirts, tank tops, singlets, pants, jackets, sweat shirts, hoodies, hats, baseball caps, socks, shorts, gloves; footwear
RUN MANHATTAN	United States	87/311,940	January 24, 2017	Class 25: Clothing, namely, shirts, t-shirts, tank tops, singlets, pants, jackets, sweat shirts, hoodies, hats, baseball caps, socks, shorts, gloves; footwear

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire, all of Assignor's right, title and interest in and to the Assigned Trademarks, together with any and all associated goodwill relating thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby assign to Assignee all of its right, title and interest in and to the Assigned Trademarks, together with any and all goodwill associated therewith, and the foregoing applications therefor. For purposes of clarity, Assignee acknowledges that Assignee shall acquire no rights to or interest in the trademarks or any other intellectual property rights of Assignor or its affiliated companies by reason of this Assignment other than the rights to the Assigned Trademarks expressly granted hereunder.

Assignor and Assignee 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.

NEW BALANCE ATHLETICS, INC.

NEW YORK ROAD RUNNERS, INC.

By: *[Signature]*
Name: *Paul Brown*
Title: *SVP*

By: *[Signature]*
Name: *JAMES GROOMS*
Title: *General Counsel*