

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FrontRunners Incorporated		08/17/2017	Corporation: CALIFORNIA
SureFoot L.C.		08/17/2017	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	P2Binvestor Incorporated		
Street Address:	1120 Lincoln St.		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2017561	SUPER RUNNERS SHOP	
Registration Number:	2001134	SUB-ZERO BLEND	
Serial Number:	85808959	NEVER STOP RUNNING!	
Serial Number:	85881013	THE SOLE OF SPORTS	
Registration Number:	3621268	SUREFOOT	
Registration Number:	3621267	SUREFOOT	
Registration Number:	3621266	SUREFOOT	
Registration Number:	2586447	SUREFOOT	
Registration Number:	3828584	SUREFOOT	
Registration Number:	2803813	PERFORMANCE ENGINEERED FOOTWEAR	
Registration Number:	2841896	THE SKI BOOT STORE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7203611500		
Email:	cstanton@p2bi.com		
Correspondent Name:	P2Binvestor Incorporated		
Address Line 1:	1120 Lincoln St., #100		
TRADEMARK			

OP \$290.00 2017561

Address Line 4:	Denver, COLORADO 80203
NAME OF SUBMITTER:	Catherine Stanton
SIGNATURE:	/s/ Catherine Stanton
DATE SIGNED:	01/22/2018
Total Attachments: 5 source=Signed Trademark Security Agreements 1.19.2018 Surefoot#page1.tif source=Signed Trademark Security Agreements 1.19.2018 Surefoot#page2.tif source=Signed Trademark Security Agreements 1.19.2018 Surefoot#page3.tif source=Signed Trademark Security Agreements 1.19.2018 Surefoot#page4.tif source=Signed Trademark Security Agreements 1.19.2018 Surefoot#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“TSA”) is made as of August 17, 2017, by and among the Grantor(s) listed on the signatures pages hereto (collectively, jointly and severally, “Grantors” and each individually a “Grantor”) and P2BINVESTOR INCORPORATED, a Colorado corporation (“P2Bi”).

WITNESSETH:

WHEREAS, pursuant to the certain Financing and Security Agreement dated as of August 17, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “FSA”) by and among SureFoot, L.C. and FrontRunners Incorporated and P2Bi, P2Bi agreed to make certain financial accommodations available to the Client(s) from time to time pursuant to the terms and conditions thereof; and

WHEREAS, P2Bi is willing to make the financial accommodation to Client(s) as provided for in the FSA only upon the condition, among others, that the Grantor(s), shall execute all documents and instruments necessary for P2Bi to perfect its security interest in certain assets of the Grantor(s), as required by the FSA;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledges, the Grantor(s) hereby agree as follows:

1. **Defined Terms**. All capitalized terms used but not otherwise defined herein shall have the meaning attributed to them in the FSA.
2. **Grant of Security Interest in Trademark Collateral**. The Grantor(s) hereby unconditionally grant, assign, and pledge to Bank to secure the obligations of the Client(s) under the FSA (the “Secured Obligations”), a continuing security interest (referred to in this TSA as the “Security Interest”) in all of such Grantor(s)’ right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):
 - a. All of its trademarks and trademark licenses to which it is a party, including those referred to on Schedule 1 hereto;
 - b. All goodwill of the business connected with the use of, and symbolized by, each trademark and trademark license; and
 - c. All products and proceeds of the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any trademark or exclusively licensed trademarks, injury to the goodwill associated with any trademark, or the right to receive license fees, royalties and other compensation under any trademark license.

3. **Security for Secured Obligations.** This TSA and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether not existing or arising hereafter. Without limiting the generality of the foregoing, this TSA secures the payment of all amounts which constitute part of the Secured Obligations and would be owed to P2Bi pursuant to the FSA, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Client.

4. **Security Agreement.** The Security Interest granted pursuant to this TSA is granted in conjunction with the security interests granted to P2Bi pursuant to the FSA. Each Grantor hereby acknowledges and affirms that the rights and remedies of P2Bi with respect to the Security Interest in Trademark Collateral made and granted hereby are more fully set forth in the FSA, the terms and provisions of which are incorporated by reference herein. To the extent there is any inconsistency between this TSA and the FSA, the FSA shall control.

5. **Authorization to Supplement.** If any Grantor shall obtain rights to any new trademarks, the provisions of this TSA shall automatically apply thereto. Grantor(s) shall give prompt notice in writing to P2Bi with respect to any such new registered trademarks or renewal or extension of any trademark registration. Without limiting the Grantor(s)' obligations under this Section, Grantor(s) hereby authorize P2Bi to unilaterally modify this TSA by amending Schedule 1 to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this TSA or amend Schedule 1 shall in any way affect, invalidate or detract from P2Bi's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

6. **Counterparts.** This TSA may be executed in any number of counterparts by different parties on separate signature pages, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same TSA.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the parties hereto have caused this TSA to be executed and delivered as of the day and year first written above.

GRANTOR(S):

FrontRunners Incorporated

A California corporation

DocuSigned by:

By: Robert J. Shay

Name: Robert J. Shay

Title: Founder/President

SureFoot, L.C.

A Utah limited liability company

DocuSigned by:

By: Robert J. Shay

Name: Robert J. Shay

Title: Founder/President

ACCEPTED AND ACKNOWLEDGED BY:

P2BINVESTOR INCORPORATED

A Colorado corporation

DocuSigned by:

By: Krista Morgan

Name: Krista Morgan

Title: Chief Executive Officer

SCHEDULE I**Trademark Registrations/Applications**

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
FrontRunners Incorporated	USA	SUPER RUNNERS SHOP	2017561	11/19/1996
FrontRunners Incorporated	USA	SUPER RUNNER'S SHOP	20011344	09/17/1996
FrontRunners Incorporated	USA	NEVER STOP RUNNING	85808959	12/21/2012
SureFoot, L.C.	USA	THE SOLE OF SPORTS	85881013	03/20/2013
SureFoot, L.C.	USA	SUREFOOT	3621268	05/19/2009
SureFoot, L.C.	USA	SUREFOOT	3621267	05/19/2009
SureFoot, L.C.	USA	SUREFOOT	3621266	05/19/2009
SureFoot, L.C.	USA	SUREFOOT	2586447	06/25/2002
SureFoot, L.C.	USA	SUREFOOT	3828584	08/03/2010
SureFoot, L.C.	USA	PERFORMANCE ENGINEERED FOOTWARE	2803813	01/06/2004
SureFoot, L.C.	USA	THE SKI BOOT STORE	2841896	05/11/2004

Trade Names

SUREFOOT, L.C.

Common Law Trademarks**FrontRunners**

SUPER RUNNERS SHOP GIFT CARD
HUNTINGTON SHOE OUTLET
HUNTINGTON OUTLET SHOES

SureFoot

THE WORLD'S MOST COMFORTABLE SKI BOOT
SUREFOOT ORTHOTICS THE FOUNDATION OF THE PERFECT FIT
FITTING PROCESS – YOU'RE JUST SIX STEPS AWAY FROM TOTAL SKIING
COMFORT
THE GROWING PAINS PROGRAM
SUREFOOT'S PAINLESS WAY TO KEEP UP WITH GROWING FEET

Trademark Licenses

None to any non-subsiary

Domain Names

SUPERRUNNERSSHOP.COM