

900476659 12/05/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORLD TRIATHLON CORPORATION		10/26/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Groundwork Endurance LLC		
Street Address:	12825 Via Nieve Unit 49		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3678509	CARLSBAD 5000	
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:	817-343-5351		
Email:	info@groundworkendurance.com		
Correspondent Name:	Ashley Gibson		
Address Line 1:	12825 Via Nieve Unit 49		
Address Line 4:	San Diego, CALIFORNIA 92130		
NAME OF SUBMITTER:	Ashley Gibson		
SIGNATURE:	/AGibson/		
DATE SIGNED:	12/05/2018		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), effective as of October 26, 2018, is by and between **WORLD TRIATHLON CORPORATION**, a Florida corporation ("Assignor"), and **GROUNDWORK ENDURANCE, LLC**, a California limited liability company ("Assignee"). Capitalized terms used herein and not otherwise defined herein have the meaning assigned thereto in that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), to which Assignor and Assignee are parties.

RECITALS

WHEREAS, Assignor is the owner of all trademark rights included within Assignor's intellectual property rights, including without limitation those in, arising out of, or associated with the trademarks identified in Schedule A, attached hereto (collectively, the "Assigned Trademarks");

WHEREAS, Assignor is the owner of all right, title and interest in and to any domain name rights included within Assignor's intellectual property rights, including without limitation those in, arising out of, or associated with the domain names identified in Schedule A, attached hereto (collectively the "Assigned Domains" and, together with the Assigned Trademarks, the "Assigned IP"); and

WHEREAS, in accordance with the Purchase Agreement, Assignee is desirous of acquiring, and Assignor is willing and able to assign, all of Assignor's right, title and interest in and relating to the Assigned IP, together with all business goodwill associated therewith.

AGREEMENT

NOW, THEREFORE, for the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. TRADEMARKS. Assignor does hereby irrevocably sell, convey, assign and transfer to Assignee, its successors, legal representatives and assigns, as of the date hereof, all of Assignor's right, title and interest in and to the Assigned Trademarks, together with all business goodwill associated therewith. Assignor shall take such steps as are reasonably necessary to satisfy Assignee that the transfer by Assignor to Assignee of Assignor's common law rights in the Assigned Trademarks has been fully effected and is effective.
2. DOMAIN NAMES. Assignor does hereby irrevocably sell, convey, assign and transfer to Assignee, its successors, legal representatives and assigns, as of the date hereof, all of Assignor's right, title and interest in and to the Assigned Domains. Immediately upon the execution and delivery of this Agreement, Assignor shall deliver to Assignee all relevant user IDs, passwords, and all other information that may be necessary to enable Assignee to access Assignor's account with the relevant registrar for the Assigned Domains and to take effective control of the Assigned Domains. Assignor shall take all other steps reasonably necessary to effect the transfer of the Assigned Domains to Assignee, including, without limitation, executing

any additional documents or agreements as may be reasonably necessary to satisfy Assignee that the transfer of the Assigned Domains was effective and providing to Assignee and the relevant registrar all information necessary to effect such transfer.

3. **MORAL RIGHTS.** To the extent allowed by law, the assignments in Sections 1 and 2 include all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "**Moral Rights**"). To the extent Assignor retains any such Moral Rights under applicable law, Assignor hereby ratifies and consents to, and provides all necessary ratifications of and consents to, any action that may be taken with respect to such Moral Rights by, or authorized by, the Assignee; Assignor agrees not to assert any Moral Rights with respect thereto.

4. **FURTHER ASSURANCES.** Assignor and Assignee each hereby covenant that, from time to time after delivery of this Agreement, at the other party's request and without further consideration, it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, any and all such further acts, instruments and other things or writings reasonably requested by the other party in order to evidence and effectuate the consummation of any of the transactions contemplated by this Agreement and the assignment of the Assigned IP in accordance herewith and with the Purchase Agreement.

5. **WARRANTY.** Assignor represents and warrants to the Assignee that the Assignor (i) was the sole owner (other than the Assignee) of all rights, title and interest in the Assigned IP, (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered any Assigned IP or agreed to do so, (iii) has full power and authority to enter into this Agreement and to make the assignment as provided in this Agreement, (iv) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by or in connection with the Assigned IP, (v) was not acting within the scope of providing services to any third party when conceiving, creating or otherwise performing any activity with respect to anything purportedly assigned in this Agreement, and (vi) is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Assigned IP.

6. **GOVERNING LAW.** This Agreement, and all disputes or controversies arising in connection with or related to this Agreement, will be construed in accordance with, and governed in all respects by, the internal Laws of the State of Florida, without giving effect to principles of conflicts of laws.

7. **COUNTERPARTS.** This Agreement may be signed in any number of counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

[Remainder of Page Intentionally Left Blank; Signature Page Immediately Follows]

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

ASSIGNOR:

WORLD TRIATHLON CORPORATION

By: _____

Name: Andrew Messick

Title: President & CEO

ASSIGNEE:

GROUNDWORK ENDURANCE, LLC

By: A. Gibson _____

Name: Ashley Gibson

Title: Managing Member

SCHEDULE A

1. **TRADEMARKS**

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CARLSBAD 5000	3,678,509	09/08/2009

2. **DOMAIN NAMES**

www.carlsbad5000.com