

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM536086

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RSG IP Company, LLC		08/05/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Running Specialty Group Acquisitions 1, LLC		
<b>Street Address:</b>	231 Milwaukee Street, Suite 200		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80206		
<b>Entity Type:</b>	Limited Liability Company: INDIANA		
<b>PROPERTY NUMBERS Total: 38</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3753421	GREATER BOSTON RUNNING COMPANY	
<b>Registration Number:</b>	3563360	PRINCETON RUNNING COMPANY	
<b>Registration Number:</b>	3747992	TEXAS RUNNING COMPANY	
<b>Registration Number:</b>	4233255	NEW YORK RUNNING COMPANY	
<b>Registration Number:</b>	4278906	RUN ON!	
<b>Registration Number:</b>	4352801	RUNNING INSTITUTE OF TEXAS	
<b>Registration Number:</b>	3942172	BLUEMILE	
<b>Registration Number:</b>	2524832	RUNNING SPOT	
<b>Registration Number:</b>	4425485	SIT TO FIT	
<b>Registration Number:</b>	4505362	WHERE FIT HAPPENS	
<b>Registration Number:</b>	4673783		
<b>Registration Number:</b>	4865344	BOULDER RUNNING COMPANY	
<b>Registration Number:</b>	4865345	BOULDER RUNNING COMPANY	
<b>Registration Number:</b>	2928811	I RUN THIS TOWN	
<b>Registration Number:</b>	5753502	RUN BOULDER	
<b>Registration Number:</b>	4816273	RUNNING FIT	
<b>Registration Number:</b>	4816272	RUNNING FIT	
<b>Registration Number:</b>	4243481	CAPITAL RUNWALK	
<b>Registration Number:</b>	4521400	RUN TEXAS	
<b>TRADEMARK</b>			

OP \$965.00 3753421

Property Type	Number	Word Mark
Registration Number:	4760655	RUN COLORADO
Registration Number:	4760654	RUN COLORADO
Registration Number:	4220145	RUN COLORADO
Registration Number:	4417372	RUN CALIFORNIA
Registration Number:	4417352	RUN NEW MEXICO
Registration Number:	4419846	RUN COLORADO
Registration Number:	4416687	JACKRABBIT
Registration Number:	4252723	
Registration Number:	4092506	NYC RUNNING SHOW
Registration Number:	4483678	NOT SOMEDAY... TODAY
Registration Number:	4358834	BOULDER FOR MEN
Registration Number:	4358833	BOULDER
Registration Number:	5020289	RUN REWARDS
Registration Number:	5556098	
Registration Number:	5556099	
Registration Number:	5481811	JACKRABBIT.COM
Registration Number:	4492775	NEW JERSEY RUNNING COMPANY
Registration Number:	5418839	
Registration Number:	5418837	

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 3108490336

**Email:** jason@cypressllp.com

**Correspondent Name:** Jason Zedeck

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

**Address Line 4:** Los Angeles, CALIFORNIA 90035-0210

<b>ATTORNEY DOCKET NUMBER:</b>	RSGA1 - Assignment
<b>NAME OF SUBMITTER:</b>	Jason Zedeck
<b>SIGNATURE:</b>	/jasonpzedeck/
<b>DATE SIGNED:</b>	08/09/2019

**Total Attachments: 4**

source=RSGA1 - Trademark Assignment Agreement (RSGIP to RSGA1)#page1.tif

source=RSGA1 - Trademark Assignment Agreement (RSGIP to RSGA1)#page2.tif

source=RSGA1 - Trademark Assignment Agreement (RSGIP to RSGA1)#page3.tif

source=RSGA1 - Trademark Assignment Agreement (RSGIP to RSGA1)#page4.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of August 5, 2019, is made by RSG IP Company, LLC, a Delaware limited liability company (“**IPCo**”) in favor of The Running Specialty Group Acquisitions 1, LLC (“**RSGA1**”), an Indiana limited liability company.

WHEREAS, IPCo has agreed to convey, transfer and assign to RSGA1 certain Assigned Trademarks (as defined below), and 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 jurisdiction.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IPCo hereby irrevocably conveys, transfers, and assigns to RSGA1, and RSGA1 hereby accepts, all of IPCo’s right, title, and interest in and to the following: (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; (b) all rights of any kind whatsoever of IPCo accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (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, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. IPCo 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 RSGA1. Following the date hereof, IPCo (including any successor thereto) shall take such steps and actions, and provide such cooperation and assistance to RSGA1 and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to RSGA1, or any assignee or successor thereto.

3. 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.

4. 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.

5. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

**RSG IP COMPANY, LLC**

By: *Bill Kirkendall*  
Name: Bill Kirkendall  
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

**THE RUNNING SPECIALTY GROUP  
ACQUISITIONS 1, LLC**

By: *Bill Kirkendall*  
Name: Bill Kirkendall  
Title: Chief Executive Officer

**SCHEDULE 1  
Assigned Trademarks**

Trademark Registrations

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration Date</b>	<b>Registration Number</b>
GREATER BOSTON RUNNING COMPANY	USA	2/23/2010	3753421
PRINCETON RUNNING COMPANY	USA	1/20/2009	3563360
TEXAS RUNNING COMPANY	USA	2/9/2010	3747992
NEW YORK RUNNING COMPANY	USA	10/30/2012	4233255
RUN ON!	USA	1/22/2013	4278906
RUNNING INSTITUTE OF TEXAS	USA	6/18/2013	4352801
BLUEMILE	USA	4/5/2011	3942172
RUNNING SPOT	USA	1/1/2002	2524832
SIT TO FIT	USA	10/29/2013	4425485
WHERE FIT HAPPENS	USA	4/1/2014	4505362
Running Spot Design	USA	1/20/2015	4673783
BOULDER RUNNING COMPANY	USA	12/8/2015	4865344
BOULDER RUNNING COMPANY & Mountain Design	USA	12/8/2015	4865345
I RUN THIS TOWN	USA	3/1/2005	2928811
RUN BOULDER	USA	5/14/2019	5753502
RUNNING FIT	USA	9/22/2015	4816273
RUNNING FIT and Design	USA	9/22/2015	4816272
CAPITAL RUNWALK	USA	11/13/2012	4243481
RUN TEXAS	USA	4/29/2014	4521400
RUN COLORADO	USA	6/23/2015	4760655
RUN COLORADO	USA	6/23/2015	4760654
RUN COLORADO	USA	10/9/2012	4220145
RUN CALIFORNIA	USA	10/15/2013	4417372
RUN NEW MEXICO	USA	10/15/2013	4417352
RUN COLORADO	USA	10/15/2013	4419846
JACKRABBIT	USA	10/15/2013	4416687
Jackrabbit Old Design	USA	12/4/2012	4252723
NYC RUNNING SHOW	USA	1/24/2012	4092506
NOT SOMEDAY... TODAY	USA	2/18/2014	4483678
BOULDER FOR MEN	USA	6/25/2013	4358834
BOULDER	USA	6/25/2013	4358833
RUN REWARDS	USA	2/23/2010	5020289
Jackrabbit Design (no color)	USA	9/4/2018	5556098
Jackrabbit Design (color)	USA	9/4/2018	5556099
Jackrabbit.com	USA	5/29/2018	5481811
NEW JERSEY RUNNING COMPANY	USA	3/4/2014	4492775
Jackrabbit Design	USA	3/6/2018	5418839
Jackrabbit Design	USA	3/6/2018	5418837

DB1/ 105688712.2