

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marathon Sports, Inc.		08/05/2022	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	MARATHON SPORTS, LLC		
Street Address:	310 East Main Street		
Internal Address:	Suite 200		
City:	Carrboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27510		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3637396	MARATHON SPORTS	
Registration Number:	3659859	MARATHON SPORTS SINCE 1975 THE RUN-WALK	
Serial Number:	87718692	MARATHON SPORTSWEAR	
Registration Number:	5458119	RUNNER'S ALLEY	
Serial Number:	88590582	RUNNERMD	
Serial Number:	87791698	THE RIGHT FIT	
Registration Number:	5348624	THE RUN-WALK STORE	
Registration Number:	6031759	WINTER WARRIOR CHALLENGE	
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:	919-510-9271		
Email:	csmith@manningfulton.com		
Correspondent Name:	Carlie A. Smith		
Address Line 1:	PO BOX 20389		
Address Line 4:	RALEIGH, NORTH CAROLINA 27619		
NAME OF SUBMITTER:	Carlie A. Smith		

OP \$215.00 3637396

SIGNATURE:	/Carlie A. Smith/
DATE SIGNED:	09/08/2022
Total Attachments: 5 source=submission copy - TRADEMARK ASSIGNMENT AGREEMENT - Marathon Sports Inc. to Marathon Sports LLC.docx#page1.tif source=submission copy - TRADEMARK ASSIGNMENT AGREEMENT - Marathon Sports Inc. to Marathon Sports LLC.docx#page2.tif source=submission copy - TRADEMARK ASSIGNMENT AGREEMENT - Marathon Sports Inc. to Marathon Sports LLC.docx#page3.tif source=submission copy - TRADEMARK ASSIGNMENT AGREEMENT - Marathon Sports Inc. to Marathon Sports LLC.docx#page4.tif source=submission copy - TRADEMARK ASSIGNMENT AGREEMENT - Marathon Sports Inc. to Marathon Sports LLC.docx#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”), effective as of August 5, 2022, is by and between MARATHON SPORTS, INC., a Massachusetts corporation (“Assignor”), and MARATHON SPORTS, LLC, a North Carolina limited liability company (“Assignee”).

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks identified on the attached Exhibit A, the United States trademark applications and/or registrations therefore, together with all common law rights and the goodwill of the business associated therewith (“Marks”), and has agreed to transfer to Assignee all right, title and interest in and to the Marks; and

WHEREAS, Assignee is desirous of acquiring all of Assignor’s rights, title and interest in and to the Marks and in and to the United States trademark applications and/or registrations therefore, together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Marks. Assignor hereby irrevocably contributes, transfers, assigns, conveys and delivers unto Assignee, its successors and assigns, without reservation of any rights, title or interest, all rights, title, and interest in and to the Marks, any and all applications and registrations therefore, including, without limiting, the applications and registrations identified on the attached Exhibit A, together with that part of the goodwill of the business associated with the use of and symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns, and subsidiaries, as fully and entirely as said rights, title and interest would have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made, including, without limitation, all common-law rights of Assignor in and/or to the Marks and Assignor’s right to sue for all claims, demands and/or causes of action, both at law and in equity for past, current or future claims, demands and/or causes of action, that Assignor may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Marks or any other claim or cause of action related to any of the Marks prior to and following the effective date of this Assignment. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations and pending applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment. The Assignor further agrees, upon reasonable request and without further compensation, that the Assignor and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of the Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.

2. Counterparts. This Assignment may be signed in counterparts, which together shall constitute one agreement. If this Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterparty of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of the date first set forth above.

ASSIGNOR

MARATHON SPORTS, INC.

By: Colin Peddie
Colin Peddie
President

ASSIGNEE

MARATHON SPORTS, LLC


By: FLEET FEET SPORTS, LLC
Its sole member

By: William Pointer
William (Joey) Pointer
Chief Executive Officer

EXHIBIT A

See attached.

Marathon Sports, Inc. Trademark Portfolio (Active & Inactive)
 (as of June 2, 2022)

WGSS Ref	Mark	Country/State	Status	Classes	Serial No.	Filing Date	Reg. No.	Reg. Date
M1199.20000US00	MARATHON SPORTS	United States of America	Registered	35 int.	77/337858	27-Nov-07	3637396	16-Jun-09
M1199.20001US00		United States of America	Registered	35 int.	77/368620	10-Jan-08	3659859	28-Jul-09
M1199.20003US00	MARATHON SPORTSWEAR	United States of America	Pending	25 int., 35 int.	87/718692	13-Dec-17		
	RUNNER'S ALLEY (Service Mark)	United States of America	Registered	35 int.	5458119	12-Sep-17	5458119	1-May-18
M1199.20009US00	RUNNERMD	United States of America	Allowed	TBD	88/590582	23-Aug-19		
M1199.20008US00	THE RIGHT FIT	United States of America	Registered	35 int.	87/791698	9-Feb-18	5524996	24-Jul-18

M1199.20002US00	THE RUN-WALK STORE	United States of America	Registered	35 Int.	87/097018	8-Jul-16	5348624	5-Dec-17
M1199.20004USMA	WINTER WARRIOR	Massachusetts	Abandoned	25 Int., 28 Int.	81832	11-Jan-16	81832	11-Jan-16
M1199.20005USMA	WINTER WARRIOR	Massachusetts	Abandoned	41 Int.	81833	11-Jan-16	81833	11-Jan-16
M1199.20006US00	WINTER WARRIOR CHALLENGE	United States of America	Registered	25 Int., 35 Int., 42 Int.	87/865766	6-Apr-18	6031759	14-Apr-20
M1199.20006USMA	WINTER WARRIOR CHALLENGE	Massachusetts	Abandoned	25 Int., 28 Int.	81829	11-Jan-16	81829	11-Jan-16
M1199.20007USMA	WINTER WARRIOR CHALLENGE	Massachusetts	Abandoned	41 Int.	81830	11-Jan-16	81830	11-Jan-16

TRADEMARK

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RECORDED: 09/08/2022