

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ulterior Motif, LTD.		08/14/2015	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	CGI Racing Acquisition LLC		
Street Address:	3900 E Mexico Ave		
Internal Address:	Suite 1350		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3586032	CGI CGI RACING	
Registration Number:	4048559	UNITE HALF MARATHON	
Registration Number:	4613727	NEW JERSEY STATE TRIATHLON	
CORRESPONDENCE DATA			
Fax Number:	3032924510		
<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:	3032911641		
Email:	karin.tupper@moyewwhite.com		
Correspondent Name:	Karin Tupper		
Address Line 1:	1400 16th Street, 6th Floor		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	13512-1		
NAME OF SUBMITTER:	Karin Tupper		
SIGNATURE:	/Karin Tupper/		
DATE SIGNED:	02/07/2017		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This Intellectual Property Assignment and Assumption Agreement (this "Agreement"), dated as of August 14, 2015, is entered into among Ulterior Motif, LTD, a New Jersey corporation d/b/a Carson Group International ("Assignor"), and CGI Racing Acquisition LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee may each be referred to herein as a "Party" and collectively as the "Parties."

PRELIMINARY STATEMENT

A. Assignor is the (i) owner of each of the patents and patent applications set forth on Schedule A hereto (the "Patents"); (ii) owner of each of the copyrights, copyright registrations and copyright applications set forth on Schedule B hereto (the "Copyrights"); (iii) owner of each of the trademarks and service marks, trademark and service mark registrations, and trademark and service mark applications (including any and all goodwill symbolized by any of the foregoing) set forth on Schedule C hereto (the "Trademarks"); and (iv) registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule D hereto and the domain name registrations therefor (the "Domain Names") (the Patents, Copyrights, Trademarks and Domain Names, collectively, the "Purchased Intellectual Property");

B. On the date hereof, Assignee and Assignor entered into an Asset Purchase Agreement (the "Purchase Agreement"), pursuant to which, among other things, Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to all Purchased Intellectual Property.

AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. ASSIGNMENT AND ASSUMPTION

Subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys, contributes and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of the right, title and interest of Assignor in and to the Purchased Intellectual Property, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. FURTHER ASSURANCES; POWER OF ATTORNEY

Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the

execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by Assignee in connection with (a) perfection of the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Purchased Intellectual Property made herein, (b) the preparation and prosecution of any application, continuations, divisionals, continuations-in-part, extensions or equivalent to any of the foregoing for any of the Purchased Intellectual Property; (c) the prosecution or defense of any interference, opposition, re-examination, reissue, infringement or other proceedings that may arise in connection with any of the Purchased Intellectual Property, this Agreement or the assignment made hereby; and (d) obtaining any additional protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country. If Assignee is unable for any reason, after reasonable effort, to secure the Assignee's signature on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor.

3. RECORDATION

Assignor hereby authorizes and requests the Commissioner of Patents of the United States, Commissioner of Trademarks of the United States and any other official of any applicable Governmental Authority or Internet domain name registrar, to issue any and all registrations from any and all applications for registration included in the Purchased Intellectual Property to and in the name of Assignee. Assignee shall have the right to record this Agreement with all applicable Government Authorities and registrars so as to perfect its ownership of the Purchased Intellectual Property.

4. RELATIONSHIP TO THE PURCHASE AGREEMENT

The terms of the Purchase Agreement (including the definition and usage provisions) are incorporated herein by this reference, and will not be superseded by this Agreement, but will remain in full force and effect to the full extent provided therein. If there is any inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement will control. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

5. GOVERNING LAW

This Agreement will be governed by and construed under the laws of Colorado, without regard to conflicts of laws principles that would require the application of any other law.

6. ENFORCEABILITY

If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement shall remain enforceable and the invalid, illegal, or unenforceable provisions

shall be modified so as to be valid and enforceable or replaced with a new provision that as closely as possible reflects the Parties' business intent and shall be enforced.

7. COUNTERPARTS

This Agreement may be executed in one or more counterparts.

[Signature Page Follows.]

The parties have executed and delivered this Intellectual Property Assignment and Agreement as of the date indicated in the first sentence of this Agreement.

CGI RACING ACQUISITION LLC

By: [Signature]
Name: Thomas Moore
Title: manager

ULTERION MOTIF LTD

By: [Signature]
Name: MICHELLE REARDON
Title: REGISTRAR

Signature Page to Intellectual Property Assignment and Assumption Agreement

SCHEDULE A

PATENTS

File No.	Owner	Inventors	Title	Country	Status	Date Filed	Application No.	Issue Date	Patent No.	Status
None										

SCHEDULE B

COPYRIGHTS

Title	Copyright Number	Year
None		

SCHEDULE C

TRADEMARKS

Title	Country	Filing Date	Registration No.	Registration Date	Owner	Status
CGI RACING	United States of America	June 10, 2014	3,586,032	March 10, 2009	Michele/Larry Redrow	current
NJ State Triathlon	United States of America	March 5, 2014	85/211,247	July 15, 2014	Michele/Larry Redrow	current
Unite Half Marathon	United States of America	March 15, 2011	4,048,559	November 11, 2011	Michele/Larry Redrow	current

SCHEDULE D
DOMAIN NAMES

Domain Name	Name of Registrant	Name of Registrar	Filing Date	Expiration Date
Cgivent.com	Carson Group International	Network Solutions	2005	9/23/2016
Cgracing.com	Carson Group International	Network Solutions	2005	6/29/2017
Godivarun.com	Carson Group International	Network Solutions	2005	3/31/2016
Godivarun.net	Carson Group International	Network Solutions	2005	3/31/2016
Lovephillyrun.com	Carson Group International	Network Solutions	2013	11/12/2017
Loverunphilly.com	Carson Group International	Network Solutions	2013	11/12/2017
Newjerseystatetriathlon.com	Carson Group International	Network Solutions	2005	1/23/2018
Perfecttenmiler.com	Carson Group International	Network Solutions	2012	10/29/2015
Philadelphawomenstri.com	Carson Group International	Network Solutions	2005	4/3/2017
Philadelphawomenstri.org	Carson Group International	Network Solutions	2005	4/3/2016
Philadelphawomenstriathlon.com	Carson Group International	Network Solutions	2005	4/3/2017
Philadelphawomenstriathlon.org	Carson Group International	Network Solutions	2005	4/3/2016
Rutgershalfmarathon.com	Carson Group International	Network Solutions	2009	10/29/2017
Unitehalfmarathon.com	Carson Group International	Network Solutions	2009	8/5/2019
Unitemarathon.com	Carson Group International	Network Solutions	2009	8/5/2019