

T0000000/015

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

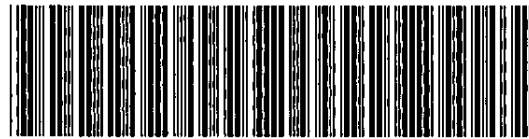
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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ASSIGNMENT

T-1015

09/26/12--01020--023 **50.00

STATE
TALLAHASSEE, FLORIDA

12 SEP 26 AM 9:34

FILED

N. CAUSSEAU

OCT 1 2012

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: 12 HOURS OF SEBRING INTERNATIONAL GRAND PRIX OF ENDURANCE
(Name of Mark to be assigned)

Dear Sir or Madam:

The enclosed Mark Assignment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Theresa Sandridge

(Name of Person)

NASCAR, Inc.

(Firm/Company)

One Daytona Boulevard

(Address)

Daytona Beach, FL 32114

(City/State and Zip Code)

For further information concerning this matter, please call:

Theresa Sandridge

(Name of Person)

at (386) 681-4330

(Area Code & Daytime Telephone Number)

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

FILING FEE: \$50 per class

ASSIGNMENT OF MARK REGISTRATION

1. The mark to be assigned is: 12 HOURS OF SEBRING INTERNATIONAL GRAND PRIX OF ENDURANCE

2. Registration Number: T00000001015

3. (a) Assignor's name: Sebring International Raceway, Inc.

(b) Assignor's Business Address: 113 Midway Drive

Sebring, FL 33870

City/State/Zip

If Different, Assignor's Mailing Address: _____

City/State/Zip

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12 SEP 26 AM 9:34
SEC. OF STATE
TALLAHASSEE, FLORIDA

4. (a) Assignee's name: International Sports Car Auto Racing, Inc.

(b) Assignee's Business Address: One Daytona Boulevard

Daytona Beach, FL 32114

City/State/Zip

If Different, Assignee's Mailing Address: _____

City/State/Zip

(c) Assignee's telephone number: (386) 681-4330

☐ Individual ☐ Corporation ☐ Joint Venture ☒ Limited Liability Company

☐ General Partnership ☐ Limited Partnership ☐ Union ☐ Other: _____

If other than an individual,

(1) Florida registration/ document number: L08-6806 (2) Domicile State: _____

(3) Federal Employer Identification Number: _____

5. All right, title and interest in and to said mark, together with the good will of the business in which the mark is used (or that part of the good will of the business connected with the use of and symbolized by the mark) is hereby

assigned by *See attached Trademark Assignment Agreement* to _____
(the Assignor) (the Assignee)

6. Assignor's Signature: _____

By _____
(Typed or Printed Name of Person Signing Above)

Sworn to and subscribed before me on this _____ day of _____, _____, _____
(Name of Individual Signing)

☐ who is personally known to me ☐ whose identity I proved on the basis of _____

(Notary Seal)

Signature of Notary Public

7. Assignee's Signature: _____

By _____
(Typed or Printed Name of Person Signing Above)

Sworn to and subscribed before me on this _____ day of _____, _____, _____
(Name of Individual Signing)

☐ who is personally known to me ☐ whose identity I proved on the basis of _____

(Notary Seal)

Signature of Notary Public

FILING FEE: \$50 per class
Division of Corporations P. O. Box 6327 Tallahassee, FL 32314

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is made and entered into as of August 31, 2012 by and among International Sports Car Auto Racing, LLC, a Florida limited liability company (the "Assignee"), on the one hand, and Panoz Motor Sports Group, LLC, a Georgia limited liability company ("PMSG"), Road Atlanta, LLC, a Delaware limited liability company ("RA"), Sebring International Raceway, Inc., a Florida corporation ("Sebring"), Fountainhead Sebring, Inc., a Florida corporation ("Fountainhead"), Professional Sportscar Racing, Inc., a Delaware corporation ("PSR"), and Hot Laps, Inc., a Florida corporation ("HL") and together with PMSG, RA, Sebring, Fountainhead and PSR, the "Assignors" and each, individually, an "Assignor", on the other hand.

WITNESSETH

WHEREAS, pursuant to the Asset Purchase Agreement, made and entered into as of August 31, 2012 (the "Asset Purchase Agreement") by and among the Assignee, on the one hand, and the Assignors, on the other hand, the Assignors have agreed to assign all of their right, title, and interest in, to and under the Assigned Marks; and

WHEREAS, all initially capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement; and

WHEREAS, each Assignor presently owns or controls the entire right, title and interest to certain trademarks, service marks, trade names, brand names, logos and corporate names, slogans and other indicia of source of origin, whether or not registered, including all common law rights thereto and goodwill associated therewith, and registrations and applications for registration thereof, included among the Transferred Assets and set forth on Appendix A hereto (the "Assigned Marks");

NOW, THEREFORE, in reliance upon the representations, warranties and agreements made herein and in the Asset Purchase Agreement and in consideration of the premises and mutual covenants contained herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Assigned Marks.** Each Assignor, in accordance with the provisions of the Asset Purchase Agreement, hereby absolutely, unconditionally and irrevocably transfers, conveys, assigns, sells, releases and delivers to Assignee all of such Assignor's right, title and interest in and to the Assigned Marks in the United States and throughout the world, any common law rights relating to the Assigned Marks, together with all of the assets and the goodwill of the business represented by the Assigned Marks, and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements, unauthorized use or dilution of or damage or injury to the Assigned Marks or such represented good will.

2. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

3. **Governing Law.** This Trademark Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without giving effect to the conflicts of laws provisions thereof.

4. **Amendments.** No provision of this Trademark Assignment may be amended, modified, waived, discharged or terminated except by written agreement duly executed by each of the parties, and then only to the extent set forth in such writing.

5. **Severability.** If any term, provision, covenant or restriction of this Trademark Assignment (or portion thereof) is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, then the remainder of the terms, provisions, covenants and restrictions of this Trademark Assignment shall remain in full force and effect

6. **Further Assurances.** From time to time, pursuant to the request of the Assignee delivered to an Assignor after the Closing Date, each Assignor, at the Assignee's expense, shall execute, deliver and acknowledge such other instruments and documents of conveyance and transfer and shall take such other actions and shall execute and deliver such other documents, certifications and further assurances as the other party reasonably may request in order to vest and confirm more effectively in the Assignee title to or to put the Assignee more fully in legal possession and operating control of any of the Assigned Marks, or to otherwise to carry out the purposes and intent of this Trademark Assignment.

7. **Third Party Beneficiary.** This Trademark Assignment is entered into solely for the benefit of the parties hereto, and the provisions of this Trademark Assignment shall be for the sole and exclusive benefit of such parties and their respective successors and permitted assigns. No Person not a party hereto or their successors and permitted assigns shall be entitled to enforce any provisions hereof or exercise any legal or equitable right hereunder

8. **Counterparts.** This Trademark Assignment may be executed in one or more counterparts (including by means of facsimile or other non-alterable electronic signatures), and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart, but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more such counterparts. All counterparts shall constitute one and the same instrument.

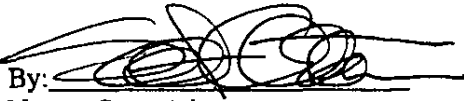
9. **Conflicting Terms.** In the event of any conflict or ambiguity between the terms hereof and the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and be controlling.

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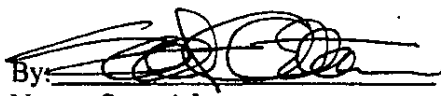
IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed by the parties hereto on the day and year first above written.

ASSIGNORS:

PANOZ MOTOR SPORTS GROUP, LLC

By: 
Name: Scott Atherton
Title: President

ROAD ATLANTA, LLC

By: 
Name: Scott Atherton
Title: President

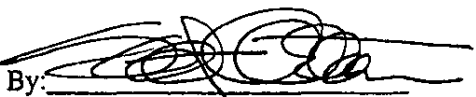
SEBRING INTERNATIONAL
RACEWAY, INC.

By: 
Name: Scott Atherton
Title: President

FOUNTAINHEAD SEBRING, INC.

By: 
Name: Scott Atherton
Title: President

PROFESSIONAL SPORTSCAR
RACING, INC.

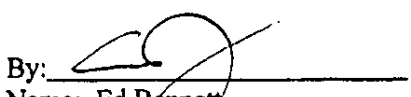
By: 
Name: Scott Atherton
Title: President

HOT LAPS, INC.

By: 
Name: Scott Atherton
Title: President

ASSIGNEE:

INTERNATIONAL SPORTS CAR AUTO RACING, LLC

By: 
Name: Ed Bennett
Title: Vice President

Theresa L.
Sandridge

Digitally signed by Theresa L. Sandridge
DN: cn=Theresa L. Sandridge, o=NASCAR,
Inc., ou=Legal Department,
email=tsandridge@nascar.com, c=US
Reason: CEOC-I attest to the accuracy and
integrity of this document and certify that
it has been compared and is a true and
correct copy of the best available copy of
the original executed instrument.
Date: 2012.09.18 09:36:40 -04'00'

FILED
12 SEP 26 AM 9:34
SEAL OF THE STATE
TALLAHASSEE, FLORIDA

APPENDIX A
ASSIGNED MARKS

No	Mark or Name	Reg No	Filing Date	Renewal Period	Applicant	Owner	Country of Origin
1	"Road Atlanta" and design	Reg No 2,990,178	11/10/00	N/A	Road Atlanta, Ltd	Road Atlanta, Ltd	United States
2	"Sebring International Raceway"	Reg No T1017	8/29/00	6/14/10 – 8/29/15	Sebring International Raceway, Inc	Sebring International Raceway, Inc	Florida
3	"12 Hours of Sebring International Grand Prix of Endurance"	Reg No T1016 810A00014678	8/29/00	6/14/10- 8/29/15	Sebring International Raceway, Inc	Sebring International Raceway, Inc	Florida
4	"Sebring International Raceway"	Reg No T1019 210A00014679	8/29/00	6/14/10 – 8/29/15	Sebring International Raceway, Inc	Sebring International Raceway, Inc	Florida
5	"12 Hours of Sebring International Grand Prix of Endurance"	Reg No T1015 610A00016879	8/29/00	6/14/10 – 8/29/15	Sebring International Raceway, Inc	Sebring International Raceway, Inc	Florida
6	"Sebring Raceway"	Reg No T1018 810A00016879	8/29/00	7/12/10 – 8/29/15	Sebring International Raceway, Inc	Sebring International Raceway, Inc	Florida
7	"ALMS"	Serial No 85336506	6/2/11	N/A	DNP, LLC	DNP, LLC	United States
8	"America's Leading Motorsports Series"	Serial No 85336529	6/2/11	N/A	DNP, LLC	DNP, LLC	United States
9	"12 Hours of Sebring"	Reg No T0343	03/01/95	N/A	Sebring International Raceway, Inc	Sebring International Raceway, Inc	Florida