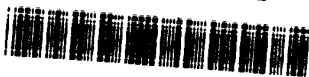


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FORM COVER SHEET ONLY

ATTORNEY DOCKET NO. 967219-20

To the Honorable Commission.

1. Name of conveying party(ies):

Russ Cline Enterprises, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Missouri
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: March 25, 1998

2. Name and address of receiving party(ies):

Name: PACE/Contemporary Motor Sports Ltd.

Internal Address:

Street Address: 515 Post Oak Blvd., Suite 300

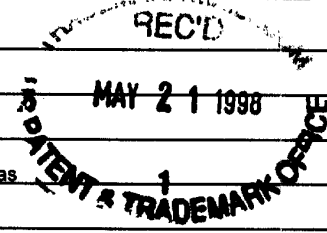
City Houston State TX ZIP 77027

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Texas
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment).

Additional name(s) & address(es) attached? Yes No



4. Application number(s) or registration number(s):

A. Trademark Application No.(s) Serial No. 75/381,125

B. Trademark registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael A. O'Neil

Internal Address:

Gardere & Wynne, L.L.P.

Street Address: 1601 Elm Street, Suite 3000

City Dallas State Texas ZIP 75201

06/11/1998 SSMITH 00000049 75381125

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account.

8. Deposit account number: 070153

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481

40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

MICHAEL A. O'NEIL

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document

5

Michael A. O'Neil 5/21/98

2. Additional Names of Assignors:

International Sports, Inc.
2310 West 75th Street
Prairie Village, KS 66208

Missouri Corporation

Contemporary Sports, Inc.
1401 S. Brentwood, 7th Floor
St. Louis, MO 63144

Missouri Corporation

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into as of march 25, 1998, by and among (i) Russ Cline Enterprises, Inc., a Missouri corporation, International Sports, Inc., a Missouri corporation, and Contemporary Sports, Inc., a Missouri corporation (collectively, the "Assignors") and (ii) PACE/Contemporary Motor Sports, Ltd., a Texas limited partnership ("Assignee").

NOW, THEREFORE, the parties agree as follows:

1. Purchase Agreement.

a. Pursuant to the terms of that certain Purchase Agreement dated December 18, 1997 ("Purchase Agreement") by and among (i) United Sports of America, a Missouri general partnership ("USA") whose only general partners were the Assignors, (ii) the Assignors, (iii) the principal owners of the Assignors and (iv) Pace Motor Sports, Inc. ("PACE Motor"), USA agreed to sell, and PACE Motor agreed to buy, substantially all the assets of USA.

b. Prior to the date hereof, USA was liquidated and all of its assets were distributed to its partners so that each Assignor currently owns an undivided one-third interest in the trademarks, trade names and other assets to be conveyed pursuant to the terms of this Agreement.

c. Prior to the date hereof, PACE Motor assigned all of its rights and obligations under the Purchase Agreement to Assignee.

d. All capitalized terms used herein but not defined herein shall have the meaning given to them in the Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby sell, transfer, convey and assign to Assignee all of the Assignors' right, title and interest in and to the Intellectual Property, including without limitation, (i) the trademarks, service marks and trade names listed on Exhibit 1 attached hereto, the names "United Sports", "USA", and any derivations thereof, and all other trademarks and trade names relating to the business conducted by USA, (ii) all registrations and applications for the foregoing, including, but not limited to, those specifically identified on Exhibit 1, (iii) the right to prosecute trademark or trade name infringement and (iv) the good will of the business symbolized by any such trademarks, trade names or other Intellectual Property.

3. Representations and Warranties. The representations, warranties and covenants made by USA and the Assignors in the Purchase Agreement (as modified by the exercise of the Limited Partnership Option) are hereby incorporated by reference, and such representation, warranties and covenants shall survive the execution and delivery hereof in accordance with the terms of the Purchase Agreement.

4. Counterparts. This Trademark Assignment may be executed in any number of counterparts and each of such counterpart shall for all purposes be deemed to be an original.

IN WITNESS WHEREOF, Assignors and Assignee have caused this Trademark Assignment to be executed as of March 25, 1998.

RUSS CLINE ENTERPRISES, INC.,
a Missouri corporation

By: William R. Cline Jr.
Name: William R. Cline Jr.
Title: President

INTERNATIONAL SPORTS, INC.,
a Missouri corporation

By: [Signature]
Name: Chris Fite
Title: President

CONTEMPORARY SPORTS, INC.,
a Missouri corporation

By: Richard A. Liese
Name: Richard A. Liese
Title: Vice President

ASSIGNORS

PACE/CONTEMPORARY MOTOR SPORTS, LTD.,
a Texas limited partnership

By: PACE MOTOR SPORTS, INC.,
its sole general partner
By: [Signature]
Name: Jeffrey B. Lewis
Title: Secretary

ASSIGNEE

EXHIBIT 1

Description of Mark

U.S. Service Mark Application "Pro Arena Trucks", Serial No. 75/381,125, filed with the United States Patent and Trademark Office on October 27, 1997.

548222.1

RECORDED: 05/21/1998

TRADEMARK
REEL: 1739 FRAME: 0325