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**MRO**  
**10-27-00**

11-09-2000



101512140

TO: The Commissioner of Patents and Tr.

Original document(s) or copy(ies).

**Submission Type**

New

Resubmission Document ID # \_\_\_\_\_ (Non-Recordation)

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  
Effective Date  
Month Day Year

Change of Name \_\_\_\_\_

Other \_\_\_\_\_

**Conveying Party**

Mark if additional names of conveyance parties attached

Name International Speedway Corporation Execution Date  
Month Day Year  
06 01 2000

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship State of Incorporation/Organization Florida

**Receiving Party**

Mark if additional names of receiving parties attached

Name International Speedway, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 639 Isbell Road

Address (line 2) Suite 390-L

Address (line 3) Reno City Nevada State/Country 89509 Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship State of Incorporation/Organization Delaware

**If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment.)**

**FOR OFFICE USE ONLY**

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002170 FRAME: 0927**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75903080"/>	<input type="text" value="75714360"/>	<input type="text" value="75667418"/>	<input type="text" value="1050968"/>	<input type="text" value="1008649"/>	<input type="text" value="2042836"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2056613"/>	<input type="text" value="1827196"/>	<input type="text" value="1445066"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1861606"/>	<input type="text" value="1228337"/>	<input type="text" value="2368947"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

**Method of Payment:** Enclosed  Deposit Account

**Deposit Account** (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

**Authorization to charge additional fees:** Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

J. Thomas Warlick, IV      [Signature]      10/26/00  
 Name of Person Signing      Signature      Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date		
Month	Day	Year

Name

Formerly

Individual       General Partnership       Limited Partnership       Corporation       Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)  City       State/Country       Zip Code

Individual       General Partnership       Limited Partnership       If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment.)

Corporation       Association

Other

Citizenship State of Incorporation/Organization

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

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**Registration Number(s)**

<input type="text"/> 2042834	<input type="text"/> 1050970	<input type="text"/> 964900
<input type="text"/> 986222	<input type="text"/> 1819018	<input type="text"/> 1232848
<input type="text"/> 1901330	<input type="text"/> 2010602	<input type="text"/> 1861408
<input type="text"/> 1875314	<input type="text"/> 1822849	<input type="text"/> 2119441
<input type="text"/> 2106981	<input type="text"/> 2117720	<input type="text"/> 969406
<input type="text"/> 1876696	<input type="text"/> 1819675	<input type="text"/> 1862237
<input type="text"/> 982691	<input type="text"/> 1821392	<input type="text"/> 1858634

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

**Conveying Party**

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Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

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Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)  City  State/Country  Zip Code

Individual  General Partnership  Limited Partnership

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**Registration Number(s)**

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2032769	2272557	1298117
1822848	1898550	1827197
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## CONTRIBUTION AGREEMENT

THIS AGREEMENT is made effective as of the 1<sup>st</sup> day of June 2000, by and between **International Speedway Corporation**, a Florida corporation, having an office and principal place of business at 1801 West International Speedway Boulevard, Daytona Beach, Florida 32114 ("Assignor") and **International Speedway, Inc.**, a Delaware corporation, having an office and sole place of business at 639 Isbell Rd., Suite 390-L, Reno, Nevada 89509 ("Assignee").

### WITNESSETH

WHEREAS, Assignee desires to acquire from Assignor and Assignor desires to assign to Assignee the marks set forth in the attached "Schedule A" together with the goodwill symbolized thereby ("Marks").

WHEREAS, Assignee is a wholly owned subsidiary of Assignor; and

WHEREAS, Assignor has agreed to contribute to Assignee the Marks as listed on the attached Schedule A as an additional contribution to capital;


NOW, THEREFORE, for and in consideration of the premises, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Consideration for Assignment. Assignor is contributing the Marks as set forth on the attached Schedule A as additional contribution to the capital of the Assignee.
2. Assignment. Assignor hereby contributes to Assignee the Marks as set forth on the attached Schedule A.
3. Warranties and Representations. Assignor represents and warrants to Assignee that:
  - A. Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.
  - B. Assignor has full corporate authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.
4. Indemnification by Assignor. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Agreement, against:
  - A. Any and all damages or deficiencies resulting from any misrepresentation or breach of warranty, or from any other misrepresentation in or omission from any certificate or other instrument furnished or to be furnished Assignee pursuant to this Agreement;
  - B. All actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including attorney's fees, incident to any of the foregoing.

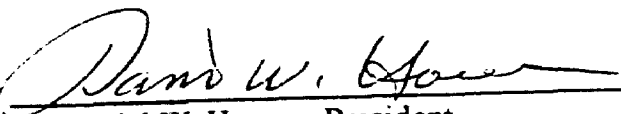
- D. Successors. All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives and Assignors, its successors and representatives .
- E. Headings. Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Agreement.
- F. Waiver, Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.
- G. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

INTERNATIONAL SPEEDWAY CORPORATION

By:   
Glenn R. Padgett, Assistant Secretary

International Speedway, Inc.

By:   
Daniel W. Houser, President

**SCHEDULE A**

<b>Trademark Name</b>	<b>Jurisdiction</b>	<b>Classes</b>	<b>Registration Number</b>
<b>24 HOURS OF DAYTONA</b>	United States	IN 41	1050968
<b>ALABAMA INTERNATIONAL MOTOR SPEEDWAY</b>	United States	IN 41	1008649
<b>DAYTONA</b>	Florida	IN 25	T-12379
	United States	IN 42	2042836
	United States	IN 30	2056613
	United States	IN 16 IN 20 IN 21 IN 24 IN 25 IN 28 IN 34 IN 41	1827196
	United States	IN 9	1228337
<b>DAYTONA &amp; Flags Design</b>	United States	IN 14 IN 25 IN 26 IN 41	1445066
	United States	IN 06 IN 16 IN 20 IN 21 IN 24 IN 28 IN 30 IN 34	1861606
	United States	IN 03	2368947
	United States	IN 42	2042834
	United States	IN 9	75/903080 (App No)
	Florida	IN 25	T-12382

<b>DAYTONA 200</b>	United States	IN 41	1050970
<b>DAYTONA 500</b>	Florida	IN 25	T-12380
	United States	IN 41	964900
	United States	IN 34 IN 21 IN 25 IN 28	1827197
<b>DAYTONA AT THE SPEED OF LIGHT &amp; Design</b>	United States	IN 41	75/714360 (app No.)
<b>DAYTONA CLUB &amp; Design</b>	United States	IN 41	75/667418 (app no.)
<b>DAYTONA INTERNATIONAL SPEEDWAY</b>	Florida	IN 41	909652
	United States	IN 41	986222
	United States	IN 25 IN 28	1819018
<b>DAYTONA INTERNATIONAL SPEEDWAY &amp; Design</b>	United States	IN 25	1232848
<b>DAYTONA PIT SHOP</b>	United States	IN 42	1901330
<b>DAYTONA SPEEDWARE</b>	United States	IN 16 IN 21 IN 28	2010602
<b>DAYTONA SPEEDWEAR</b>	United States	IN 25	1861408
<b>DAYTONA SPEEDWEEKS</b>	United States	IN 25 IN 41	1875314
<b>DAYTONA USA</b>	Florida	IN 25	T-12381
	United States	IN 25 IN 41	1822849
<b>DAYTONA USA &amp; Flags Design</b>	United States	IN 09 IN 28	2119441



<b>DAYTONA USA &amp; Track Design</b>	United States	IN 41	2106981
<b>DAYTONA USA THE ULTIMATE MOTORSPORTS ATTRACTION</b>	United States	IN 41	2117720
<b>FIRECRACKER 400 &amp; Design</b>	United States	IN 41	969406
<b>SPEED WEEKS</b>	Florida	IN 25	T-12338
	United States	IN 25 IN 41	1876696
<b>SUPERSPEEDPLAY</b>	United States		
<b>TALLADEGA</b>	United States	IN 25 IN 41	1819675
<b>TALLADEGA &amp; Design</b>	United States	IN 06 IN 21 IN 25 IN 28 IN 34 IN 41	1862237
<b>TALLADEGA 500</b>	United States	IN 41	982691
<b>TALLADEGA SUPERSPEEDWAY</b>	United States	IN 21 IN 25 IN 28 IN 41	1821392
<b>TALLADEGA SUPERSPEEDWAY &amp; Design (old logo w/checkered flag)</b>	United States	IN 21 IN 25 IN 28 IN 34 IN 41	1858634
<b>Vehicle Design (Bluebird V)</b>	United States	IN 25	2032769
<b>VELOCITORIUM</b>	United States	IN 41	2272557

**WORLD CENTER OF RACING**

United States	IN 41	1298117
United States	IN 25	1822848
Florida	IN 25	T-12337

**WORLD'S FASTEST SPEEDWAY**

United States	IN 06	1898550
	IN 25	
	IN 41	