

11-09-2000

MRO 10-25-00



TO: The Commissioner of Patents and Tr

101511588

ginal document(s) or copy(ies).

Submission Type

Conveyance Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

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 Execution Date Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

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 Corporation Association

Other

Citizenship State of Incorporation/Organization

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.)

11/09/2000 MTHAI1 00000002 1966058

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice, DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002171 FRAME: 0194

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1966058"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

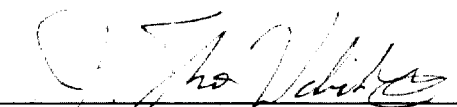
Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

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  10/25/00

Name of Person Signing Signature Date Signed

EXHIBIT A

REGISTRATION ASSIGNMENT AGREEMENT

This Registration Assignment Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2000, by and between International Speedway Corporation ("ISC"), a corporation organized and existing under the laws of the State of Florida and having its principal place of business at 1801 West International Speedway Boulevard, Daytona Beach, Florida 32114, and L. Piya Intertrade Co. ("L. Piya"), a Thailand corporation having its principal place of business at 1108/15 Rama 4 Road, Toongmahamek, Sathorn, Bangkok, Thailand.



WHEREAS L. Piya is the owner of U.S. Trademark Registration No. 1,966,058 (the for the mark DAYTONA "Registration"); and

WHEREAS L. Piya is desirous of transferring and assigning to ISC and ISC is desirous of acquiring all right, title and interest in and to the Registration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, L. Piya does hereby assign unto ISC all right, title and interest in and to the Registration together with the goodwill symbolized by the marks therein.

INTERNATIONAL SPEEDWAY CORPORATION

L. PIYA INTERTRADE CO.

By: 
Title: 
Date: 7/19/00

By: _____
Title: _____
Date: _____

EXHIBIT A

REGISTRATION ASSIGNMENT AGREEMENT

This Registration Assignment Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2000, by and between International Speedway Corporation ("ISC"), a corporation organized and existing under the laws of the State of Florida and having its principal place of business at 1801 West International Speedway Boulevard, Daytona Beach, Florida 32114, and L. Piya Intertrade Co. ("L. Piya"), a Thailand corporation having its principal place of business at 1108/15 Rama 4 Road, Toongmahamek, Sathorn, Bangkok, Thailand.

WHEREAS L. Piya is the owner of U.S. Trademark Registration No. 1,966,058 (the for the mark DAYTONA "Registration"); and

WHEREAS L. Piya is desirous of transferring and assigning to ISC and ISC is desirous of acquiring all right, title and interest in and to the Registration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, L. Piya does hereby assign unto ISC all right, title and interest in and to the Registration together with the goodwill symbolized by the marks therein.

INTERNATIONAL SPEEDWAY
CORPORATION

By: _____
Title: _____
Date: _____

L. PIYA INTERTRADE CO.

By: *Piya Kasemtanakul* _____
Title: Director _____
Date: 22nd July, 2000 _____

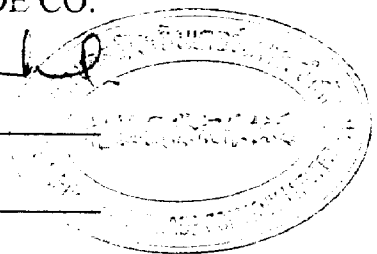


EXHIBIT B

APPLICATION ASSIGNMENT AGREEMENT

This Application Assignment Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2000, by and between International Speedway Corporation ("ISC"), a corporation organized and existing under the laws of the State of Florida and having its principal place of business at 1801 West International Speedway Boulevard, Daytona Beach, Florida 32114, and L. Piya Intertrade Co. ("L. Piya"), a Thailand corporation having its principal place of business at 1108/15 Rama 4 Road, Toongmahamek, Sathorn, Bangkok, Thailand.

WHEREAS L. Piya is the owner of U.S. Trademark application 75/271,159 for the word mark DAYTONA in International Class 9 and 11, filed in April of 1997 (the "Application"); and

WHEREAS L. Piya is desirous of transferring and assigning to ISC and ISC is desirous of acquiring all right, title and interest in and to the Application.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, L. Piya does hereby assign unto ISC all right, title and interest in and to the Application together with the goodwill symbolized by the marks therein.

INTERNATIONAL SPEEDWAY
CORPORATION

L. PIYA INTERTRADE CO.

By:  _____

By: _____

Title:  _____

Title: _____

Date:  _____

Date: _____

EXHIBIT B

APPLICATION ASSIGNMENT AGREEMENT

This Application Assignment Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2000, by and between International Speedway Corporation ("ISC"), a corporation organized and existing under the laws of the State of Florida and having its principal place of business at 1801 West International Speedway Boulevard, Daytona Beach, Florida 32114, and L. Piya Intertrade Co. ("L. Piya"), a Thailand corporation having its principal place of business at 1108/15 Rama 4 Road, Toongmahamek, Sathorn, Bangkok, Thailand.

WHEREAS L. Piya is the owner of U.S. Trademark application 75/271,159 for the word mark DAYTONA in International Classes 9 and 11, filed in April of 1997 (the "Application"); and

WHEREAS L. Piya is desirous of transferring and assigning to ISC and ISC is desirous of acquiring all right, title and interest in and to the Application.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, L. Piya does hereby assign unto ISC all right, title and interest in and to the Application together with the goodwill symbolized by the marks therein.

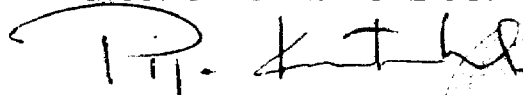
INTERNATIONAL SPEEDWAY CORPORATION

By: _____

Title: _____

Date: _____

L. PIYA INTERTRADE CO.

By:  _____
By: Piya Kasentanakul

Title: Director

Date: 22nd July, 2000

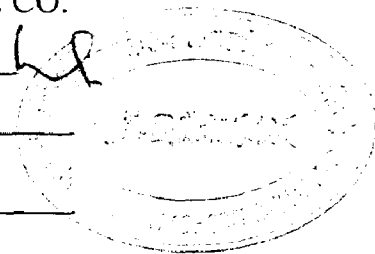


EXHIBIT C

International Class 7 Goods:

Washing machines
Blenders
Juicers
Water pumps

International Class 9 Goods:

Receivers
Radios
Amplifiers
Recorders
Tape-recorders
Speakers
Microphones
Batteries
Equalizers
Televisions
Burglar alarms and accessories
Fire alarms and accessories
Video Recorders

International Class 11 Goods:

Ventilation fans
Searchlights

And wholesale distribution service and sales management in International Class 42 in connection with the goods listed above.

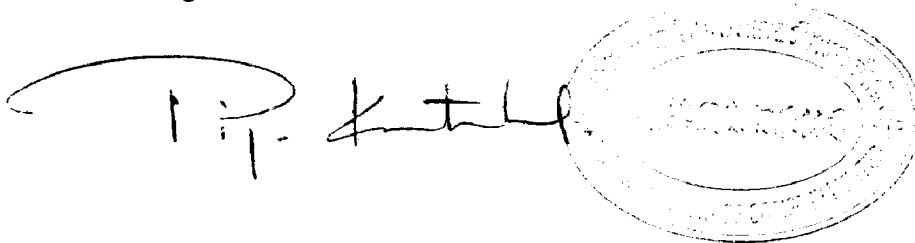
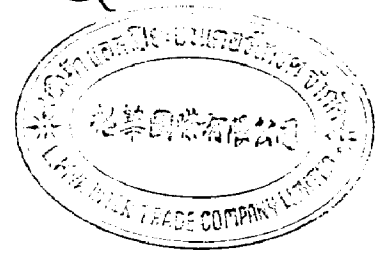
A handwritten signature, possibly "P. K. K. K.", is written in black ink. To the right of the signature is a circular stamp with a double-line border. The text inside the stamp is mostly illegible but appears to contain the name "P. K. K. K." and some other text.

EXHIBIT D

ANTONIA
DANTONIA

W. Kille



SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into as of date signed below by and between International Speedway Corporation ("ISC"), a corporation organized and existing under the laws of the State of Florida and having its principal place of business at 1801 West International Speedway Boulevard, Daytona Beach, Florida 32114, L. Piya Intertrade Co. ("L. Piya"), a Thailand corporation having its principal place of business at 1108/15 Rama 4 Road, Toongmahamek, Sathorn, Bangkok, Thailand, and Telomatic Corporation ("Telomatic"), a corporation organized and existing under the laws of the State of California and having its principal place of business at 7552 Hayvenhurst Place, Van Nuys, California 91406.

WITNESSETH:

WHEREAS ISC is the owner of all right, title and interest in and to a family of federally registered trademarks and service marks consisting in whole or in part of the mark DAYTONA ("Daytona Mark or Marks"); and

WHEREAS L. Piya is the owner of U.S. Trademark Registration No. 1,966,058 for stylized DAYTONA in International Class 9 ("L. Piya's Registration") and U.S. Trademark application 75/271,159 for the word mark DAYTONA in International Classes 9 and 11, filed in April of 1997 (the "Application"); and

WHEREAS on August 31, 1998, ISC filed in the U.S. Patent and Trademark Office ("PTO") Opposition No. 111,538 against the Application (the "Opposition"); and

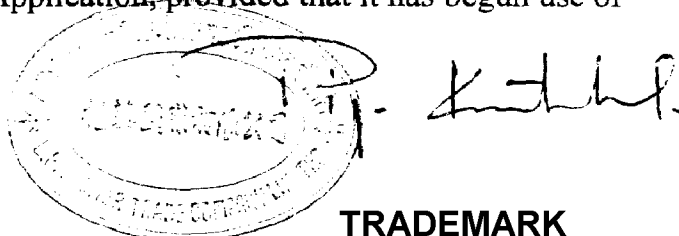
WHEREAS on August 23, 1999, ISC sought to cancel L. Piya's Registration and to enjoin L. Piya's further use of the DAYTONA Mark in the United States by filing an action against L. Piya and Telomatic in the United States District Court for the Middle District of Florida, that case being styled International Speedway Corporation v. L. Piya Intertrade Co. and Telomatic Corporation, Case No. 99-1070 Civ-Orl-19B (the "Civil Action"); and

WHEREAS the parties hereto desire to settle and resolve the controversy between them, including the Opposition and the Civil Action, without either admitting any liability to the other.

NOW, THEREFORE, in consideration of the mutual covenants and considerations set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Within thirty (30) days of its execution of this Agreement, L. Piya will assign to ISC all right, title and interest in and to L. Piya's Registration together with the goodwill symbolized therein, by executing the Registration Assignment Agreement attached hereto as Exhibit "A" and filing the Registration Assignment Agreement, together with the necessary documentation, in the PTO.

2. Within thirty (30) days after its execution of this Agreement, L. Piya will file with the PTO a Statement of Use in connection with the Application, provided that it has begun use of



the mark that is the subject of the Application. Immediately thereafter, L. Piya will assign to ISC all right, title and interest in and to the Application together with the goodwill symbolized therein, by executing the Application Assignment Agreement attached hereto as Exhibit "B" and filing the Application Assignment Agreement, together with the necessary documentation, in the United States Patent and Trademark Office.

3. In the event L. Piya has not yet begun using the trademark that is the subject of the Application and therefore is unable file a Statement of Use, L. Piya will voluntarily abandon the Application by filing with the PTO an Express Withdrawal of the Application.

4. ISC hereby grants to L. Piya a royalty free license to use the stylized DAYTONA trademark and the word mark DAYTONA in connection with the manufacture in the United States of the goods set forth in Exhibit "C" hereto, solely for distribution and sale in Thailand, provided, however, that L. Piya agrees not to distribute or sell any products or offer any services or to license others, including but not limited to Telomatic, to distribute any products or offer any services in connection with marks consisting in whole or part of the term DAYTONA in the United States. The stylized design for DAYTONA shall include the variations attached as Exhibit "D" to this agreement.

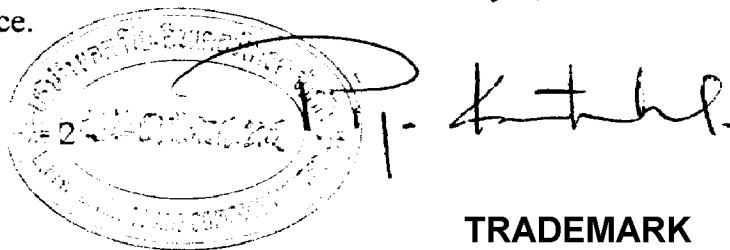
5. L. Piya or its representative Telomatic shall provide to ISC one specimen of each product manufactured and sold pursuant to the license granted under this Settlement Agreement which bears the stylized DAYTONA trademark or the word mark DAYTONA. This shall include one specimen of each such product during each year of this agreement. ISC shall have thirty (30) days to retain and review the product and thereafter return each respective product to its source from which it was received, i.e. either L. Piya or Telomatic, at their expense.

6. The license granted to L. Piya in Paragraphs 4 and 5 above will remain in effect until either party has failed to use the DAYTONA Mark for a consecutive period of five (5) years, provided that the non-use of the DAYTONA Mark for a consecutive five (5) year period has not occurred as a result of any Act of God, inevitable accident, strike or other labor dispute, fire, riot civil commotion, government action or decree, or for any other such reason beyond the control of other party.

7. L. Piya and Telomatic agree not to license, register or seek to register in the United States any trademark or service mark consisting in whole or in part of the term DAYTONA.

8. Upon request from ISC, L. Piya will provide the Thailand Trademark Office with a letter of consent to ISC's registration of the mark DAYTONA in International Classes 28 and 41. Upon request from L. Piya, ISC will provide the Thailand Trademark Office with a letter of consent to L. Piya's registration of the mark "DAYTONA" in International Class 42, in connection with "wholesale distribution service and sales management of goods in connection with water pumps."

9. ISC agrees to withdraw Opposition No. 389,788 filed on January 5, 2000 in the Thailand Trademark Office without prejudice.



10. ISC agrees not to use, register or license the trademark "DAYTONA" in Thailand in connection with the goods set forth in Exhibit "C."

11. Upon execution of the Registration Assignment Agreement, ISC will withdraw the Opposition and will dismiss the Civil Action without prejudice.

12. The parties agree that the terms of this Settlement Agreement are Confidential and that they will not disclose any of the terms of this Settlement Agreement to any person not a party to this Settlement Agreement.

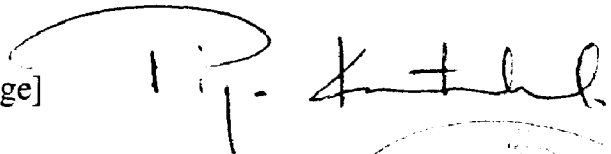
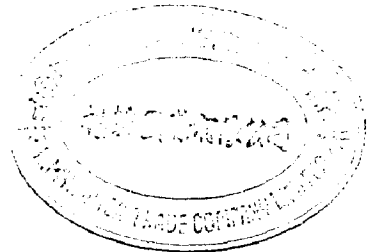
13. This Settlement Agreement represents the entire agreement between the parties relating to the subject matter hereof and cannot be varied or amended except by further written agreement by the parties.

14. This Settlement Agreement shall be binding upon the parties and their respective successors and assigns.

15. This Settlement Agreement shall in all respects be governed by and construed and interpreted in accordance with the laws of the State of California, and the state or federal courts of California shall be the venue for any and all disputes arising out of or related to this Agreement.

16. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. For purposes of this document, facsimile signatures will be accepted as original signatures and given the full effect thereof.

[Signature on next page]

A handwritten signature in black ink, consisting of a large, stylized initial 'P' followed by a series of connected loops and strokes.

IN WITNESS WHEREOF, the parties have duly executed and set their hands and seals to this Settlement Agreement, effective as of the last date stated below.

INTERNATIONAL SPEEDWAY CORPORATION

By: _____

Title: _____

Date: _____

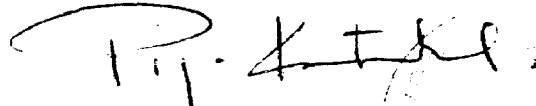
TELOMATIC CORPORATION

By: _____

Title: _____

Date: _____

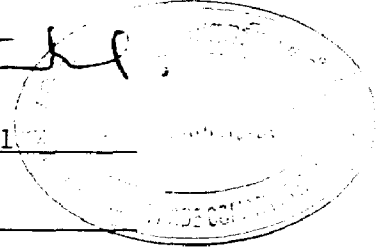
L. PIYA INTERTRADE CO.



By: Piya Kasemtanakul

Title: Director

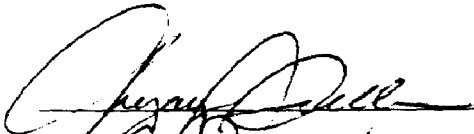
Date: 22nd July, 2000



IN WITNESS WHEREOF, the parties have duly executed and set their hands and seals to this Settlement Agreement, effective as of the last date stated below.

INTERNATIONAL SPEEDWAY
CORPORATION

L. PIYA INTERTRADE CO.

By: 
Title: President
Date: 2/19/00

By: _____
Title: _____
Date: _____

TELOMATIC CORPORATION

By: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the parties have duly executed and set their hands and seals to this Settlement Agreement, effective as of the last date stated below.

INTERNATIONAL SPEEDWAY
CORPORATION

L. PIYA INTERTRADE CO.

By: _____

By: _____


Title: _____

Title: _____

Date: _____

Date: _____

TELOMATIC CORPORATION

By:  _____

Title: Pres. _____

Date: 8/4/00 _____