

01-10-2003

OFFICE OF PUBLIC RECORDS

2003 JAN -6 AM 9:28

RECORD/



TR 102334106

FINANCE SECTION

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission Document ID # _____ (Non-Recordation)

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

1-6-03

Conveyance Type

Assignment

Security Agreement

Merger

Change of Name

License

Nunc Pro Tunc Assignment

Effective Date
Month Day Year
01 06 03

Other _____

Conveying Party

Mark if additional names of conveyance parties attached

Name International Speedway Corporation Execution Date Month Day Year 01 06 03

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.)

01/09/2003 LMEILLER 00000162 2442989

01 FC:8521
02 FC:8522

40.00 DP
125.00 DP

FOR OFFICE USE ONLY

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: 002645 FRAME: 0869

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="2442989"/>	<input type="text" value="2470093"/>	<input type="text" value="2470639"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2564163"/>	<input type="text" value="2564164"/>	<input type="text" value="2565725"/>
<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.

Dawn L. Gilmore Dawn L. Gilmore 1/6/03
 Name of Person Signing Signature Date Signed

ADDENDUM

WHEREAS International Speedway Corporation, a Florida corporation having its principal place of business at 1801 W. International Speedway Boulevard, Daytona Beach, Florida 32114 ("Assignor"), and International Speedway, Inc., a Delaware corporation having its principal place of business at 639 Isbell Road, Suite 390-L, Reno, Nevada 89509 ("Assignee"), have already entered into an agreement entitled "Contribution Agreement" and dated June 1, 2000, for the assignment and transfer of certain trademarks and service marks together with the goodwill symbolized thereby (the "Agreement"); and

WHEREAS Assignor and Assignee acknowledge and agree that said Agreement should be amended so as to add the terms and conditions set forth hereinafter; and

WHEREAS Assignor and Assignee acknowledge and agree that, unless and except as amended hereinafter, all terms and conditions of the Agreement shall continue in full force and effect as to the parties according to the express terms of said Agreement; and

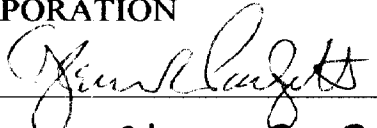
WHEREAS Assignor and Assignee acknowledge and agree that, in the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall control to the extent of such conflict,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following amendments to the Agreement:

As a further contribution to the capital of Assignee, in addition to the trademarks and service marks identified in the Agreement, Assignor hereby assigns and transfers to Assignee the trademarks and service marks set forth in the attached Exhibit A, together with all goodwill symbolized by, subsisting in and associated therewith, as well as the identified registrations and/or pending applications therefore.

IN WITNESS WHEREOF, International Speedway Corporation and International Speedway, Inc. have caused this Addendum to be executed by their duly authorized representatives, and each of the individual parties has affixed his or her hand and seal as of the date set forth below.

INTERNATIONAL SPEEDWAY CORPORATION

By: 
Print Name: Glenn R. Padgett
Title: Asst. Secretary
Date: 1/6/03

INTERNATIONAL SPEEDWAY, INC.


By: 
Print Name: Doris J. Kruck
Title: Vice Pres.
Date: 1/3/03

EXHIBIT A

<u>MARK</u>	<u>CLASS</u>	<u>REG NO</u>
DAYTONA & Flags Design	6, 21, 25, 27 & 41	2,442,989
DAYTONA AT THE SPEED OF LIGHT & Design	14	2,565,725
DAYTONA AT THE SPEED OF LIGHT & Design	25	2,564,163
DAYTONA AT THE SPEED OF LIGHT & Design	28	2,564,164
TALLADEGA SUPERSPEEDWAY & Design	6, 9, 21, 25, 34 & 41	2,470,639
TALLADEGA SUPERSPEEDWAY & Design	28	2,470,093

CONTRIBUTION AGREEMENT

THIS AGREEMENT is made effective as of the 1st 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.

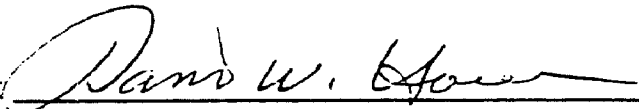
- D. Successors. All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives and Assignors, its successors and representatives .
- E. Headings. Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation 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

Trademark Name	Jurisdiction	Classes	Registration Number
24 HOURS OF DAYTONA	United States	IN 41	1050968
ALABAMA INTERNATIONAL MOTOR SPEEDWAY	United States	IN 41	1008649
DAYTONA	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
DAYTONA & Flags Design	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

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

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