Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PR Racing, Inc.		05/03/2006	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Start to Finish Management, LLC	
Street Address:	8858-B SW 129 Terrace	
City:	Miami	
State/Country:	FLORIDA	
Postal Code:	33176	
Entity Type: LIMITED LIABILITY COMPANY: FLORIDA		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78654470	MIAMI MARATHON
Serial Number:	78654296	MIAMI MARATHON AND HALF MARATHON
Serial Number:	78654414	MIAMI HALF MARATHON

CORRESPONDENCE DATA

Fax Number: (305)416-3190

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 305-416-3180

Email: ne@lydeckerlaw.com

Correspondent Name: Noel Espinosa

Address Line 1: 1201 Brickell Avenue, Ste. 200 Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER:	Noel Espinosa
Signature:	/noelespinosa/
Date:	05/04/2006

TRADEMARK **REEL: 003302 FRAME: 0968**

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Total Attachments: 2 source=Lease Agreement#page5.tif source=Lease Agreement#page6.tif

TRADEMARK
REEL: 003302 FRAME: 0969

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into effective as of the ____ day of March, 2006 (the "Effective Date") by and between PR RACING, INC., a Florida Corporation ("Assignor") and START TO FINISH MANAGEMENT, LL.C., a Florida Limited Liability Company ("Assignee").

RECITALS

- A. Assignor is the holder of all right, title, interest in and to the trademarks, trade names, and service marks "Miami Marathon & Half Marathon," "Miami Marathon," and "Miami Half Marathon," (collectively referred herein as "TRADEMARKS").
- B. Assignor desires to transfer all of its rights, title, and interest in and to the TRADEMARKS to Assignee.

ASSIGNMENT AND ASSUMPTION

In consideration of Ten (\$10.00) Dollars in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer and set over unto Assignee all of Assignor's right, title, and interest in and to the TRADEMARKS.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, from and after the date hereof, the TRADEMARKS.

Assignee hereby assumes all of Assignor's right, title, and interest in and to the TRADEMARKS from and after the date hereof.

This Assignment is made without representation or warranty.

This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with the law of the State of Florida.

This Assignment and the terms and provisions hereof shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of Assignor and Assignee.

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

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Nothing expressed or implied in this Assignment is intended to confer upon any person, other than the Assignor and Assignee, or its or their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement effective as of the Effective Date.

"ASSIGNOR"

Title:

PR RACING, INC.

"ASSIGNEE"

START TO FINISH MANAGEMENT, L.L.C.

Print Name KOOC TE TO

Printed Name: Toxces Rosz

Title: Vice Rosidant

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TRADEMARK REEL: 003302 FRAME: 0971