

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| United Sports of America         |  | 12/18/1997            | PARTNERSHIP: MISSOURI |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | Pace Motor Sports, Inc.  |                       |                       |
| <b>Street Address:</b>           | 2000 WEST LOOP SOUTH, SUITE 1300   |                       |                       |
| <b>City:</b>                     | Houston  |                       |                       |
| <b>State/Country:</b>            | TEXAS  |                       |                       |
| <b>Postal Code:</b>              | 77027  |                       |                       |
| <b>Entity Type:</b>              | CORPORATION: TEXAS   |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| Registration Number:             | 1331306  | MOTOR SPECTACULAR     |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (212)259-2511  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Email:</b>                    | xavier.morales@bakerbotts.com, nytmdpt@bakerbotts.com                                |                       |                       |
| <b>Correspondent Name:</b>       | Xavier Morales   |                       |                       |
| <b>Address Line 1:</b>           | 30 Rockefeller Plaza   |                       |                       |
| <b>Address Line 2:</b>           | BAKER BOTTS L.L.P.   |                       |                       |
| <b>Address Line 4:</b>           | New York, NEW YORK 10112-4498  |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 065831.0126  |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | Xavier Morales   |                       |                       |
| <b>Signature:</b>                | /xm/   |                       |                       |
| <b>Date:</b>                     | 09/29/2006   |                       |                       |

CH \$40.00 1331306

**Total Attachments: 10**

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**ASSET PURCHASE AGREEMENT**

By and Among

**UNITED SPORTS OF AMERICA**

as "SELLER"

AND

**RUSS CLINE ENTERPRISES, INC.,  
INTERNATIONAL SPORTS, INC.,  
CONTEMPORARY SPORTS, INC.,  
CHRISTOPHER FRITZ  
IRVING ZUCKERMAN,  
WILLIAM R. CLINE, JR.  
STEVEN SCHANKMAN**

As the "CONTROLLING PERSONS"

AND

**FACE MOTOR SPORTS, INC.**

as "BUYER"

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Dated as of December 18, 1997 .

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of December 18, 1997 by and among (i) PACE MOTOR SPORTS, INC., a Texas corporation (the "Buyer"), (ii) UNITED SPORTS OF AMERICA, a Missouri general partnership (the "Seller"), (iii) RUSS CLINE ENTERPRISES, INC., a Missouri corporation ("Cline Enterprises"), INTERNATIONAL SPORTS, INC., a Missouri corporation ("International"), and CONTEMPORARY SPORTS, INC., a Missouri corporation ("Contemporary", and together with Cline Enterprises and International, the "Partners"), and (iv) Christopher Fritz ("Fritz"), Irving Zuckerman ("Zuckerman"), William R. Cline, Jr. ("Cline") and Steven Schankman, (together with Fritz, Zuckerman and Cline, the "Principal Owners").

RECITALS

A. The Seller is engaged in the business of presenting and promoting, alone and together with other promoters, motorized sports events and other similar types of events.

B. The Buyer desires to acquire from the Seller, and the Seller desires to sell to the Buyer, substantially all of the assets of the Seller related to the Acquired Events (as hereinafter defined), for the purchase price and upon the terms and subject to the conditions hereinafter set forth.

C. The Partners are the only partners of the Seller and the Principal Owners are the principal owners of the Partners. The Partners and the Principal Owners are hereinafter collectively referred to as the Controlling Persons, with each of the following constituting separate Controlling Persons: (i) Cline and Cline Enterprises; (ii) Fritz and International; (iii) Zuckerman and Contemporary; and (iv) Schankman and Contemporary. The Controlling Persons desire to join in the execution of this Agreement for the purpose of making representations and warranties to and covenants and agreements with the Buyer.

AGREEMENT

In consideration of the premises and of the respective representations, warranties, covenants, agreements and conditions of the parties contained herein, it is hereby agreed as follows:

1. Defined Terms.

1.1. Cross References to Defined Terms. The following terms are defined in the Sections of the Agreement indicated below:

- (2) theatrical presentations, including musicals, plays and other similar presentations;
- (3) boat shows and boat races; and
- (4) traditional automobile races, such as NASCAR, CART, Indy-style races, drag strip racing and other similar types of events.

2. Purchase and Sale of Assets; Assumption of Certain Liabilities.

2.1. Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date, the Seller shall sell, convey, assign, transfer and deliver to the Buyer, and the Buyer shall purchase and acquire from the Seller all of the assets, rights and properties of the Seller used or held for use directly and primarily in connection with the Acquired Events (the "Assets"), including without limitation, the following assets, rights and properties of the Seller:

(a) All computer programs, in object and source code form, flow charts, layouts, user's manuals, operator's manuals and other documentation in human readable or machine readable form developed by or for the Seller directly and primarily in connection with the Acquired Events, and all copyrights, trade secrets or know-how related thereto, if any;

(b) Other than Labor Arrangements, Affiliate Agreements, the Seller Benefit Plans and any Event Contract or Venue Arrangement which relates exclusively to an Acquired Event other than Post Closing Date Events, all right, title and interest of the Seller in, to and under (i) all sponsorship or promotion contracts (including co-promotion contracts), ticket outlet contracts, agreements with concessionaires, artists, performers and other talent, trade arrangements made in connection with any Acquired Event, television or film rights and production agreements, licensing agreements and all other arrangements and rights relating to video products (all such contracts and agreements described in this subpart (i) are herein referred to as the "Event Contracts"), to the extent any such Event Contract relates in whole or in part to any Acquired Event scheduled to be presented (or actually presented) after the Closing Date ("Post Closing Date Events") and any amounts payable to the Seller under any such Events Contract, (ii) any lease or other arrangement to utilize a venue ("Venue Arrangement") to the extent any such Venue Arrangement relates in whole or in part to the presentation of a Post Closing Date Event, (iii) personal property leases for property used or held for use in connection with any Acquired Events, (iv) licenses for Intellectual Property used in connection with any Acquired Event, and (v) any other contract or commitment, agreement or arrangement which relates in whole or to the extent that it applies to any Acquired Event (collectively, the "Assigned Contracts");

(c) All price lists, customer lists, disks, tapes, records, sales promotion and advertising materials, vendor lists, talent lists, catalogs, research material, technical information, and other data relating directly and primarily to the Acquired Events and items of inventory (if any)

relating to the Acquired Event, to the extent that any such inventory is owned by the Seller as of the Closing Date, including tapes or items of apparel.

(d) All trade secrets, technical knowledge, patents, trade names, trademarks and service marks and applications therefor, logos, user names and copyright registrations and applications therefor and other intellectual property used or to be used by the Seller directly and primarily in connection with any of the Acquired Events ("Intellectual Property") and owned in whole or in part by the Seller, including the names "United Sports," "USA" or any derivations thereof, and any goodwill related thereto;

(e) All rights, claims or choses in action against any person relating to any other Asset if such right, claim or choses in action is related to a "Post Closing Date Event" or any "Assumed Liability";

(f) All equipment, furniture, furnishings, fixtures, machinery, vehicles, tools, and other tangible personal property used or held for use by the Seller directly and primarily in connection with the Acquired Events, including without limitation, those items of personal property listed on Schedule 2.1(f) hereto (collectively, the "Equipment"), and all warranties and guarantees, if any, express or implied, in connection with the Equipment to the extent assignable;

(g) All personnel files and other materials relating to any employees of the Seller who have accepted employment by the Buyer (it being understood that the Seller shall be entitled to retain copies of such files and materials);

(h) All deposits, prepayments and prepaid expenses made by the Seller in connection with any Acquired Events;

(i) The rights of the Seller under all licenses, permits, franchises issued by any federal, state, provincial or municipal authority relating to the Acquired Events ("Governmental Approvals"), to the extent that such Governmental Approvals are transferable;

(j) All goodwill of the Seller relating to the Acquired Events and all rights and interest in the Acquired Events; and

(k) The accounts and notes receivable of the Seller arising out of any Post Closing Date Event ("Included Receivables"); and

(l) The originals of all information, files, records, data and contracts related to the foregoing.

Arrangement or Event Contract which relates to one or more Pre Closing Date Events and one or more Post Closing Date Events.



(g) Intellectual Property. Schedule 4.1(g) hereto sets forth an accurate description of all logos, patents, trademarks, service marks, trade names, registered user names and registered copyrights and applications for registration of the foregoing included in the Intellectual Property. Except as otherwise set forth on Schedule 4.1(g), the Intellectual Property is owned by the Seller and the Intellectual Property is in full force and effect and the Seller has not received any notice or claim that any of the Intellectual Property is invalid or unenforceable by it. Except as set forth on Schedule 4.1(g), the Seller has not infringed or violated any rights of any person with respect to any of the Intellectual Property, except where any such infringement would not have a material and adverse effect on the ability or the right of the Buyer to own and use such Intellectual Property. The Intellectual Property is not subject to any order, injunction or agreement respecting its use. To the knowledge of the Seller and the Controlling Persons, no others have infringed or are infringing upon the Intellectual Property and the Seller has not taken or omitted to take any actions which would have the effect of waiving any material rights to the Intellectual Property.

(h) Governmental Approvals. The Seller has obtained and/or applied for Governmental Approvals for the Post Closing Date Events in a manner consistent with past practices and, to the best of the Seller's and the Controlling Persons' knowledge, no action or inaction on the part of the Seller has prevented or will prevent the Buyer from timely obtaining all Governmental Approvals required to allow all Post Closing Date Events to be properly presented on their currently scheduled date. As of the date hereof, the Seller has not received any notice that any application for a Governmental Approval for any Post Closing Date Event has been denied or rejected by the applicable governmental authority.

(i) Conduct of Business and Compliance with Regulatory and Contractual Requirements. Except as described on Schedule 4.1(i) hereto, the Seller has conducted the Acquired Events so as to comply with all applicable laws, ordinances, codes, regulations, rights of concession, licenses, know-how or other proprietary rights of others.

(j) Certain Fees. The Seller and the Controlling Persons and their officers, representatives and employees have not employed any broker or finder or incurred any other liability for any brokerage fees, commissions or finders' fees in connection with the transactions contemplated hereby.

(k) Books and Records. All of the books and records relating to the Assets and the Acquired Events (including all of the books and records of the type referred to in Section 2.1 hereof) have been prepared and maintained in accordance with reasonably prudent business practices and, where applicable, in compliance with all applicable laws, regulations and other requirements.

(l) Taxes. Except as set forth in Schedule 4.1(l) hereto, the Seller has caused to be timely and accurately filed or has requested proper extensions with appropriate federal, state, local and other governmental authorities all tax returns, information returns or statements and reports

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the date first above written.

UNITED SPORTS OF AMERICA

BY: RUSS CLINE ENTERPRISES, INC.

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

BY: INTERNATIONAL SPORTS, INC.

By: [Signature]  
Name: Chris Frite  
Title: president

BY: CONTEMPORARY SPORTS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE SELLER

RUSS CLINE ENTERPRISES, INC.

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

INTERNATIONAL SPORTS, INC.

By: [Signature]  
Name: Chris Frite  
Title: president



IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the date first above written.

UNITED SPORTS OF AMERICA


BY: RUSS CLINE ENTERPRISES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BY: INTERNATIONAL SPORTS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BY: CONTEMPORARY SPORTS, INC.

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE SELLER

RUSS CLINE ENTERPRISES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

INTERNATIONAL SPORTS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONTEMPORARY SPORTS, INC.

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PARTNERS**

[Signature]  
CHRISTOPHER FRITZ

[Signature]  
IRVING ZUCKERMAN

[Signature]  
WILLIAM R. CLINE, JR.

[Signature]  
STEVEN SCHANKMAN

**PRINCIPAL OWNERS**

PACE MOTOR SPORTS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE BUYER**

CONTEMPORARY SPORTS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PARTNERS**

\_\_\_\_\_  
CHRISTOPHER FRITZ


\_\_\_\_\_  
IRVING ZUCKERMAN

\_\_\_\_\_  
WILLIAM R. CLINE, JR.

\_\_\_\_\_  
STEVEN SCHANKMAN

**PRINCIPAL OWNERS**

FACE MOTOR SPORTS, INC.

By:   
Name: GARY BECKER  
Title: C.E.O.

**THE BUYER**

SCHEDULE 4.1(g)

INTELLECTUAL PROPERTY

(A)

|                   |                          |
|-------------------|--------------------------|
| Motor Spectacular | Registration #1331306    |
| Pro Arena Trucks  | Registration #1419504    |
| Monster Mania     | Registration applied for |

165362.01