

TRADEMARK ASSIGNMENT

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
Rally Partners, Inc.		11/15/2007	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Capital Associates Acquisition One, LLC
Street Address:	3300 South Parker Road
Internal Address:	Suite 500
City:	Aurora
State/Country:	COLORADO
Postal Code:	80014
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2974411	GREATRACE 1
Registration Number:	2972869	RALLY PARTNERS, INC. GREATRACE WWW.GREATRACE.COM
Registration Number:	2936807	GREAT RACE
Serial Number:	78354234	GREATRACE 1
Serial Number:	78181022	RALLY PARTNERS, INC. GREATRACE WWW.GREATRACE.COM
Serial Number:	78181012	GREAT RACE

CORRESPONDENCE DATA

Fax Number: (303)751-1459
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 303-923-2107
 Email: sthompson@republic-financial.com
 Correspondent Name: Republic Financial Corporation
 Address Line 1: 3300 South Parker Road, Suite 500

OP \$165.00 2974411

Address Line 2: Attn: Sandra Thompson - Legal Department
Address Line 4: Aurora, COLORADO 80014

NAME OF SUBMITTER:	Sandra Thompson
Signature:	//Sandra Thompson//
Date:	11/19/2007

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of November 15, 2007 by Rally Partners, Inc., a Nevada corporation (the "Grantor") in favor of Capital Associates Acquisition One, LLC, a Colorado limited liability company (the "Lender").

Recitals

A. The Grantor, Great Race Sports, Inc, a Delaware corporation ("Great Race" and together with Grantor, the "Borrowers"), and the Lender have entered into a Loan and Security Agreement, dated as of the date hereof (together with any amendments, modifications, replacements or substitutions thereof, the "Loan Agreement"), providing for a term loan to the Borrowers.

B. As a condition precedent to the effectiveness of the Loan Agreement and the making of the credit extensions to the Borrowers under the Loan Agreement, the Grantor is required to secure the Secured Obligations (as defined below) in the manner set forth herein.

C. The Grantor has determined that it is in its best interests to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the credit extensions made to the Borrowers pursuant to the Loan Agreement, and the Grantor understands and agrees that the Lender are relying on this representation in agreeing to make credit extensions to the Borrowers under the Loan Agreement.

D. The Grantor has duly authorized the execution, delivery and performance of this Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Secured Obligations (as defined below) in full, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, the Grantor hereby grants to and creates in favor of the Lender, a continuing first priority lien on and security interest in and to all of the following property (subject only to the superior priority of certain Permitted Encumbrances), whether now existing or hereafter acquired by the Grantor (collectively, the "Trademark Collateral"):

(a) (i) all of the Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, including those referred to in Item A of

Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademarks”);

(b) all of its Trademark licenses and other agreements providing the Grantor with the right to use any items of the type referred to in clause (a) above, including each trademark license referred to in Item B of Schedule I attached hereto;

(c) all goodwill of the business connected with the use of and symbolized by the Trademarks;

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clauses (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing rights described in clauses (a), (b), (c) and (d), including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world;

provided, that, the term “Trademark Collateral” shall not include any U.S. trademark or service mark application, to the extent the security interest granted hereunder would cause the invalidation of such trademark or service mark application, until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office; provided, further, that the Trademark Collateral shall include any and all proceeds of the interests described in the foregoing clause to the extent that the assignment or encumbering of such proceeds would not cause such invalidation.

As used herein, “Secured Obligations” means (i) all Obligations and (ii) all “Obligations” as defined that certain Continuing Guaranty (Unlimited), dated as of the date hereof (the “Guaranty”), is from William Ewing, Katherine Ewing, Michael B. Ewing, Maria Anita Abrantes (also known as Maria Anita Ewing) and the Ewing Trust dated July 14, 2003, to and for the benefit of the Lender.

SECTION 3. Representations. Upon the execution and delivery of this Agreement, the filing with the United States Patent and Trademark Office of this Agreement and the filing with the Colorado Secretary of State of the appropriately completed UCC-1 financing statements, the Lender’s security interest in the Trademark Collateral conferred hereby will be a valid, perfected first priority security interest (to the extent perfection may be achieved by a filing with the United States Patent and Trademark Office and filing with the Colorado Secretary of State of UCC-1 financing statements), subject to Permitted Encumbrances (as defined in the Loan

Agreement). No effective financing statement or other instrument similar in effect covering all or any part of the Trademark Collateral is on file in any recording office except as provided for and expressly permitted by the Loan Agreement.

SECTION 4. Loan Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, and in connection therewith, the Grantor hereby authorizes the Lender to file this Agreement with all offices deemed necessary by the Lender. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Release of Liens. Upon payment and satisfaction in full of the Secured Obligations, the security interests granted herein shall automatically terminate with respect to all Trademark Collateral. Upon any such disposition or termination, the Lender shall, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Lender hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Transaction Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

Each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

RALLY PARTNERS, INC.

By: 
Name: William Ewing
Title: President

CAPITAL ASSOCIATES ACQUISITION ONE,
LLC

By: _____
Name: Robert S. Possehl
Title: Vice President

Each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

RALLY PARTNERS, INC.

By: _____
Name: William Ewing
Title: President

CAPITAL ASSOCIATES ACQUISITION ONE,
LLC

By: Robert S. Possehl
Name: Robert S. Possehl
Title: Vice President

**SCHEDULE I
to Trademark Security Agreement**

Item A - Trademarks

Registered Trademarks

NO.	MARK	SERIAL/REGISTRATION NUMBERS	REVISED DESCRIPTION	ISSUES	ACTIONS
1	GREATRACE 1 [Work Mark- And Design]- REGISTERED	IC: 035, 041 SN: 78354234 RN: 2974411 Filing Date: 01/20/04 Registration Date: July 19, 2005	035: promoting the goods and services of others by arranging for sponsors to affiliate their goods and services with motor vehicle rallies. 041: Entertainment services in the nature of rallies exclusively for motor vehicles staged over a racecourse. First Use: 07/2002	1. Mark registered on the Federal Principal Register.	REGISTERED Design Mark.
2	RALLY PARTNERS, INC. GREATRACE WWW.GREATRACE.COM [Work Mark- And Design]- REGISTERED	IC: 035, 041 SN: 78181022 RN: 2971849 Filing Date: 11/01/02 Registration Date: July 19, 2005	035: promoting the goods and services of others by arranging for sponsors to affiliate their goods and services with motor vehicle rallies. 041: Entertainment services in the nature of rallies exclusively for motor vehicles staged over a racecourse. First Use: 07/2002	1. Mark registered on the Federal Principal Register.	REGISTERED Design Mark.
3	GREAT RACE [Work Mark- No Design]- REGISTERED	IC: 035, 041 SN: 78181012 RN: 2934807 Filing Date: 11/1/02 Registration Date: March 29, 2005	035: promoting the goods and services of others by arranging for sponsors to affiliate their goods and services with motor vehicle rallies. 041: Entertainment services in the nature of rallies exclusively for motor vehicles staged over a	1. Mark registered on the Federal Principal Register.	REGISTERED Word Mark. Can be used as a base for the Madrid Protocol application filing in foreign countries who are a member of the Madrid Convention.

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Pending Trademark Applications: None

Trademark Applications in Preparation: None

**Unregistered Trademarks
for which no Trademark Application is in Preparation: None**

Item B - Trademark Licenses: None