

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PR Racing Miami, LLC		12/27/2007	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	CBank		
Street Address:	30 W. Third Street		
Internal Address:	6th Floor		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Banking association: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3116813	MIAMI MARATHON AND HALF MARATHON	
Registration Number:	3099544	MIAMI HALF MARATHON	
Registration Number:	3077991	MIAMI MARATHON	
CORRESPONDENCE DATA			
Fax Number:	(513)977-8141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-977-8639		
Email:	suzanne.mcnabb@dinslaw.com		
Correspondent Name:	Suzanne McNabb		
Address Line 1:	255 E. 5th St.		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	37896-1		
NAME OF SUBMITTER:	Suzanne McNabb		

OP \$90.00 3116813

Signature:	/suzanne mcnabb/
Date:	01/03/2008
Total Attachments: 7 source=McNabb-PTO Security Agr filing#page1.tif source=McNabb-PTO Security Agr filing#page2.tif source=McNabb-PTO Security Agr filing#page3.tif source=McNabb-PTO Security Agr filing#page4.tif source=McNabb-PTO Security Agr filing#page5.tif source=McNabb-PTO Security Agr filing#page6.tif source=McNabb-PTO Security Agr filing#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 21, 2007, by **PR RACING MIAMI, LLC**, a Florida limited liability company (the "Grantor"), in favor of CBANK, an Ohio banking association ("Lender").

RECITALS

A. The Grantor and/or its affiliates and Lender have entered into a Loan & Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make loans to Grantor and/or its affiliates.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement to Lender.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any

reissues, continuations or extensions thereof and all goodwill associated therewith;

- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PR RACING MIAMI, LLC

By: _____

Name: _____

Title: _____

Acknowledged:

CBANK:

By: R. Dean Meiszer

Name: R. Dean Meiszer

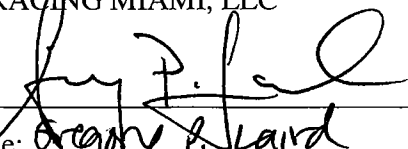
Title: President

*Signature Page to Patent & Trademark
Security Agreement*

TRADEMARK
REEL: 003689 FRAME: 0161

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PR RACING MIAMI, LLC

By: 
Name: Gregory A. Ward
Title: President

Acknowledged:

CBANK:

By: _____

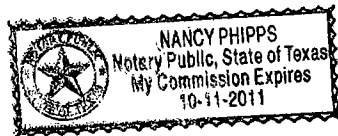
Name: _____

Title: _____

STATE OF Texas)
COUNTY OF Dallas) ss

On this 20 day of December, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Nancy Phipps
Notary Public



SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark Serial	Trademark Registration Number	Date of Application	Date of Registration
78-654,296	3,116,813	June 20, 2005	July 18, 2006
78-654-414	3,099,544	June 20, 2005	May 30, 2006
78-654-470	3,077,991	June 20, 2005	April 4, 2006

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

NONE