

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Petty Marketing Company, LLC		07/01/2008	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	301 South Tryon Street, 28th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2236379	43	
Registration Number:	2582488	44	
Registration Number:	2237372	44	
Registration Number:	2234947	44	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7043315792		
Email:	donna.millard@klgates.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N Tryon St., Hearst Tower 47th Floor		
Address Line 2:	K & L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	12412.090WACHCORPLENDING		

OP \$115.00 2236379

NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	07/03/2008

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of July 1, 2008 by and between PETTY MARKETING COMPANY, LLC, a North Carolina limited liability company (the "Grantor"), having its chief executive office at 112 Byers Creek Road, Mooresville, NC 28117, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Lender (the "Lender"), with offices at 301 South Tryon Street, 28th Floor, Charlotte, NC 28288.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of the date hereof by and among Richard Petty Driving Experience, Inc., Petty Holdings LLC (the "Parent") the Grantor, certain of the Parent's subsidiaries party thereto and the Lender (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Lender, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

PETTY MARKETING COMPANY, LLC, as Grantor

By: [Signature]
Name: Kenneth B. Rogich
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF North Carolina
COUNTY OF Cabarrus

I, Regina Gordon, a Notary Public for said County and State, do hereby certify that Kenneth B. Rogich personally appeared before me this day and stated that (s)he is CFO of Petty Marketing Company LLC and acknowledged, on behalf of Petty Marketing Company LLC the due execution of the foregoing instrument.

Witness my hand and official seal, this 27th day of June, 2008.

[Signature]
Notary Public

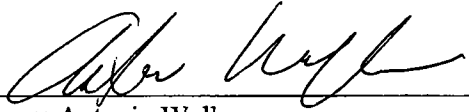
My commission expires:

9/9/09

[Signature Pages Continue]

Agreed and Accepted as of the
1st day of July, 2008.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Lender

By: 

Name: Antonio Wallace
Title: Vice President

[Trademark Security Agreement – Petty Marketing Company, LLC]

TRADEMARK
REEL: 003809 FRAME: 0414

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>	<u>Affidavit of use</u>	<u>Renewal Due</u>
43 (design with shadow)	2236379	4/6/99		4/6/09
44	2582488	6/18/02		6/18/2008 (applied 6/4/08)
44	2237372	4/6/99		4/6/09
44	2234947	3/23/99		Expired

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

- a. Petty Marketing Company, LLC (“PMC”) provides sponsors of Petty Enterprises, LLC the royalty free right to reproduce items containing the intellectual property of PMC.
- b. PMC licenses for resale goods containing intellectual property through the normal course of business. All marks must be approved by PMC prior to production and royalty revenue is gained. The below schedule is a list of all material companies authorized to reproduce intellectual property related to the race teams:

Name of Licensee/Licensors	Date Contract Expires	Trademark Licensed/Assigned	Description of Product License Applies
Arthouse, LLC	12/31/2009	“Licensed Property” as defined in the agreement with Licensee	Limited Edition Giclee prints
BSI Products, Inc. – Renewal	12/31/2009	“Licensed Property” as defined in the agreement with Licensee	Flags, seat cushions
Billet 1, Ltd./Motorsports Displays	12/31/2010	“Licensed Property” as defined in the agreement with Licensee	Globe lamps, display cabinets, and pit cart BBQ
Carrera of America, Inc.	12/31/2008	“Licensed Property” as defined in the agreement with Licensee	Slot car track set
Carrera of America, Inc. – Amendment	12/31/2008	“Licensed Property” as defined in the agreement with Licensee	Amendment to add Pull back 1/43
Centurion Boats (Fineline Industries, Inc.)	12/31/2009	“Licensed Property” as defined in the agreement with Licensee	Towboats
Electronic Arts/Tibutron (EA)	12/31/2008	“Team Marks” and “Sponsor Marks” as defined in the agreement with Licensee	Interactive Software Products
Electronic Arts/Tibutron (EA)	12/31/2008	“Licensed Property” as defined in the agreement with Licensee	Cluebooks, On-line games, Interactive Software
Fathead, LLC – Renewal	12/31/2009	“Licensed Property” as defined in the agreement with Licensee	Diecut Wall Graphics, Life-size
Flag2Flag	12/31/2009	“Licensed Property” as defined in the agreement with	Denim pants, skirts and shorts

[Schedule A to Petty Marketing Company, LLC Trademark Security Agreement]

Name of Licensee/Licensor	Date Contract Expires	Trademark Licensed/Assigned	Description of Product License Applies
		Licensee	
For Bare Feet	12/31/2010	"Licensed Property" as defined in the agreement with Licensee	Flip Flops, Socks, Sweatbands, and Hair Accessories
Game Time, Inc. & AMEND	12/31/2008	"Licensed Property" as defined in the agreement with Licensee	Watches, temporary body art
Glidden	12/31/2009	"Licensed Property" as defined in the agreement with Licensee	Glidden paint
Home Phone Tunes, Inc.	12/31/2009	"Licensed Property" as defined in the agreement with Licensee	Ringboxx and downloadable driver voice recordings
Hunter, Mfg., LLP	12/31/2009	"Licensed Property" as defined in the agreement with Licensee	Drinkware, collectible novelty items, pet items, card tables, bar stools, tire covers, bats
JH Design Group Inc. – with 1 st and 2 nd Amendments	12/31/2008	"Licensed Property" as defined in the agreement with Licensee	Adults, Ladies and Kids Jackets, SM3 printed hoodies, uniform shirts
Jostens	6/30/2008	"Licensed Property" as defined in the agreement with Licensee	Class rings and dog-tags
Mactools	Effective 1/1/07	"Licensed Intellectual Property" as defined in the agreement with Licensee	Tools
Motorsports Authentics Daytona 500	12/31/2009	"Licensed Property" as defined in the agreement with Licensee	Scales and materials of collectibles, apparel – hats, tees, sweats, novelties – Daytona 500 – 50 th
Motorsports Authentics and 1 st Amendment	12/31/2007	"Licensed Property" as defined in the agreement with Licensee	Scales and materials of collectibles, apparel – hats, tees, sweats, novelties; SM3
Motorsports Authentics – Bobby and Kyle renewal	12/31/2009 (In process)	"Licensed Property" as defined in the agreement with Licensee	Scales and materials of collectibles, apparel – hats, tees, sweats, novelties; SM3
NASCAR productions	12/31/2015	"Licensed Property" as defined in the agreement with Licensee	Limited use of video/audio interview August 23, 2005 for 5 DVD collection
NASCAR Images, LLC	12/31/2011	"Images during the interview"	Limited use of video/audio

[Schedule A to Petty Marketing Company, LLC Trademark Security Agreement]

Name of Licensee/Licenser	Date Contract Expires	Trademark Licensed/Assigned	Description of Product License Applies
		as defined in the agreement with the Licensee	interview from 1984 race
Perfect Line, Inc.	12/31/2009	"Licensed Property" as defined in the agreement with Licensee	Mobile Simulated Driving Expt.
PEZ International, AG	12/31/2008	"Licensed Property" as defined in the agreement with Licensee	PEZ Candy Dispensers, PEZ Pull & Go toy car
Press Pass, Inc. (f/k/a/ FCS Enterprises, Inc, f/k/a RC2 Brands, Inc.)	12/31/2007	"Licensed Property" as defined in the agreement with Licensee	Race Used Autographed collectibles, Trading cards
Press Pass, Inc. – RENEWAL – First Amendment	12/31/2009	"Licensed Property" as defined in the agreement with Licensee	Race Used Autographed collectibles, Trading cards
Pukka	12/31/2008	"Licensed Property" as defined in the agreement with Licensee	Headwear
Race Plate Marketing, LLC AMENDMENT	12/31/2009	"Licensed Property" as defined in the agreement with Licensee	Renewal
Sports Coins, Inc – Renewal	12/31/2009	"Licensed Property" as defined in the agreement with Licensee	Race Coins & Medallions
Sports Design, Inc. (Trackside vendor – to be bought by SMI)	12/31/2009	"Property" as defined in the agreement with Licensee	Headware, T-shirts, polos, jackets, shirts, shorts, sweats, infant apparel, fleece, jewelry, accessories – huggers, mugs, cushions, baseballs, pins, gloves, photos, license plates, golf access.
TSMGI	12/31/2009	"Licensed Property" as defined in the agreement with Licensee	Apparel, headwear, outerwear
USAopoly – AMA	12/31/2008	"Licensed Property" as defined in the agreement with Licensee	AMA – Annaboli
USAopoly	12/31/2008	"Licensed Property" as defined in the agreement with Licensee	Board game
Winning Link, Inc. – Renewal	12/31/2009	"Licensed Property" as defined in the agreement with Licensee	Lighting, clocks, Furniture, wrought iron, clocks, radios, mirrors, TV trays,

[Schedule A to Petty Marketing Company, LLC Trademark Security Agreement]

Name of Licensee/Licensor	Date Contract Expires	Trademark Licensed/Assigned	Description of Product License Applies
			waste baskets, brames, rugs, nite lites
Reciprocal Licensing Agreement with General Mills Marketing, Inc., and amendment.	Dated January 1, 2007 and January 1, 2008	"Marks" as defined in the agreement with Licensee	Licensed Merchandise

[Schedule A to Petty Marketing Company, LLC Trademark Security Agreement]