

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Petty Holdings LLC		07/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, National Association		
<b>Street Address:</b>	201 South Tryon Street, 28th Floor		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28288		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2339478		
Serial Number:	77509553	RICHARD PETTY	
Serial Number:	77509550	PETTY ENTERPRISES P E	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704 331 5792		
<b>Email:</b>	donna.millard@klgates.com		
<b>Correspondent Name:</b>	Karl S. Sawyer, Jr.		
<b>Address Line 1:</b>	214 N Tryon St., Hearst Tower 47th Floor		
<b>Address Line 2:</b>	K & L Gates, LLP		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	12412.090WACHCORPLENDING		
<b>NAME OF SUBMITTER:</b>	Karl S. Sawyer, Jr.		

OP \$90.00 2339478

Signature:

/Karl S. Sawyer, Jr./

Date:

07/03/2008

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of July 1, 2008 by and between PETTY HOLDINGS LLC, a Delaware 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, 28<sup>th</sup> 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., the Grantor, certain of the Grantor'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 27<sup>th</sup> day of June, 2008.

Regina Gordon  
Notary Public

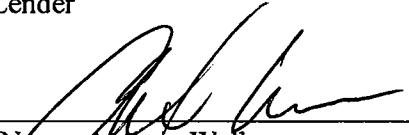
My commission expires:

9/9/09

[Signature Pages Continue]

Agreed and Accepted as of the  
1<sup>st</sup> 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: 0431**

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>
Richard Petty (silhouette)	2339478	4/11/00		4/11/10
Richard Petty (name and signature)	77509553	Application filed on 6/27/08		N/A; filing in process
PE w/ checkered flag	77509550	Application filed on 6/27/08		N/A; filing in process

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

License Agreement by and between Richard L. Petty, as assigned to Petty Holdings LLC, and Richard Petty Driving Experience, Inc., dated September \_\_, 1997, and assigned on April 14, 2008.

[Schedule A to Petty Holdings LLC Trademark Security Agreement]