

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
Kentucky Speedway, LLC		12/18/2008	LIMITED LIABILITY COMPANY: KENTUCKY
RECEIVING PARTY DATA			
Name:	Speedway Properties Company, LLC		
Street Address:	2265-B Renaissance Drive		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89119		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2512400	BLUEGRASS CLUB	
Registration Number:	2458476	KENTUCKY CLUB	
Registration Number:	2491098	KENTUCKY SPEEDWAY	
Serial Number:	77480006	KENTUCKY SPEEDWAY	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8363		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	032883.NEW		

OP \$115.00 2512400

NAME OF SUBMITTER:	Arlene D. Hanks
Signature:	/Arlene D. Hanks/
Date:	01/13/2009
Total Attachments: 5 source=Assignment - Kentucky Speedway to Speedway Properties#page1.tif source=Assignment - Kentucky Speedway to Speedway Properties#page2.tif source=Assignment - Kentucky Speedway to Speedway Properties#page3.tif source=Assignment - Kentucky Speedway to Speedway Properties#page4.tif source=Assignment - Kentucky Speedway to Speedway Properties#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made as of this 19 day of December, 2008, by and between KENTUCKY SPEEDWAY, LLC, a Kentucky limited liability company ("Assignor"), and SPEEDWAY PROPERTIES COMPANY, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, including any and all applications and/or registrations therefor, listed on Exhibit A, attached to and incorporated by this reference herein (the "Marks"), together with the goodwill of the business symbolized thereby; and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated May 21, 2008 (the "Purchase Agreement"), between Assignee and Speedway Motorsports, Inc., a Delaware corporation ("Buyer"), Assignor has agreed to transfer to Buyer all of Assignor's rights, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used; and

WHEREAS, pursuant to an Assignment and Assumption of Asset Purchase Agreement dated November 18, 2008, Buyer has assigned to Assignee all of Buyer's rights under the Purchase Agreement insofar as they relate to the assignment of the Marks; and

WHEREAS, Assignor and Assignee want to confirm this assignment for purposes of filing the same with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment of Marks. Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title and interest of whatever kind in and to the Marks, together with (a) the goodwill of the business symbolized by such Marks, (b) all income, royalties and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks, and (c) all rights to sue for past, present and future infringements or misappropriations of the Marks.

2. Further Assurances. Assignor agrees to execute further papers and to do such other acts as may be necessary to carry out the intent and purposes of this Trademark Assignment and vest full right, title and interest in and to the Marks in Assignee, including, without limitation, execution of powers of attorney as may be necessary for Assignee's agents to record this Trademark Assignment or any other document evidencing the transfer of the Marks. Assignor acknowledges and agrees that Assignee shall record this Trademark Assignment (or such suitable short form assignment or notice as may be applicable) with the United States Patent and Trademark Office to change the owner and address of record for the Marks and shall take such other action as may be advisable to ensure that all correspondence regarding the Marks will be sent to Assignee.

3. Effective Date. It is the intent of the parties that this Trademark Assignment shall be executed and delivered in connection with the closing of the transactions contemplated by the Purchase Agreement. Nothing in this Trademark Assignment shall in any way modify, vary or enlarge the promises, agreements, representations or warranties of the parties as set forth in the Purchase Agreement.

4. Counterparts. This Trademark Assignment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

(Signatures appear on following pages)

WITNESS, the execution of this Trademark Assignment by the duly authorized representative of Assignor, as of the date first set forth above.

KENTUCKY SPEEDWAY, LLC

By: [Signature]
Name: MARK F SIMENPINGER
Title: PRESIDENT

State of KENTUCKY)
County of KENTON) ss:

On this 18th day of December, 2008, before me personally came MARK F SIMENPINGER to me known, who being by me duly sworn, did depose and say that he/she is the PRESIDENT of Kentucky Speedway, LLC, the Assignor named above, and acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of said Assignor and pursuant to authority duly received and that the instrument is the voluntary act and deed of Assignor.

My commission expires: _____

[Notary Seal]

[Signature]
Notary Public

PATRICK R. HUGHES
Notary Public
Kentucky State at Large
Commission Expires: 7-29-2009

WITNESS, the acceptance of this Trademark Assignment by the duly authorized representative of Assignee.

SPEEDWAY PROPERTIES COMPANY, LLC

By: William R Brooks
Name: William R Brooks
Title: Pres

State of NC
County of Union) ss:

On this 16 day of December, 2008, before me personally came William R Brooks to me known, who being by me duly sworn, did depose and say that he is the President of Speedway Properties Company, LLC, the Assignee named above, and acknowledged to me that he executed the foregoing Trademark Assignment on behalf of said Assignee and pursuant to authority duly received and that the instrument is the voluntary act and deed of Assignee.

My commission expires: 8-12-2013

Donna B. Lawing
Notary Public

[Notary Seal]

Donna B. Lawing
Notary Public
Union County
State of North Carolina
My Commission Expires 8-12-2013

EXHIBIT A
REGISTRATIONS

TRADEMARK	REG. NUMBER	REGISTRATION DATE
Bluegrass Club	2,512,400	November 27, 2001
Kentucky Club	2,458,476	June 5, 2001
Kentucky Speedway	2,491,098	September 18, 2001

APPLICATIONS

TRADEMARK	SERIAL NUMBER	FILING DATE
Kentucky Speedway Logo	77,480,006	May 21, 2008

UNREGISTERED MARKS

Kentucky Speedway V.I.P. Rewards
Horse Power
Horse Power Logo