

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Petty Marketing Company, LLC		02/11/2009	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Gillett Evernham Motorsports, LLC		
Street Address:	950 Red Sandstone Drive, Unit 43		
Internal Address:	c/o Booth Creek Management Corporation		
City:	Vail		
State/Country:	COLORADO		
Postal Code:	81657		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2236379	43	
CORRESPONDENCE DATA			
Fax Number:	(336)232-9075		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3363738850		
Email:	dsar@brookspierce.com		
Correspondent Name:	David W. Sar		
Address Line 1:	P.O. Box 26000		
Address Line 4:	Greensboro, NORTH CAROLINA 27420		
ATTORNEY DOCKET NUMBER:	PETTY		
NAME OF SUBMITTER:	David W. Sar		
Signature:	/DavidWSar/		

OP \$40.00 2236379

Date:

02/19/2009

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of this 11 day of February (the "Assignment"), between Petty Marketing Company, LLC, a North Carolina limited liability company (the "Assignor"), and Gillett Evernham Motorsports, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor is the owner of the trademark(s)/servicemark(s) and the applications and registrations therefor set forth on the attached Schedule A (collectively, the "Trademarks");

WHEREAS, the Assignee desires to acquire all right, title and interest in the Trademarks and the goodwill appurtenant thereto; and

WHEREAS, the Assignor desires to convey to Assignee all right, title and interest in the Trademarks and the goodwill appurtenant thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The term "Business" as used herein shall mean the business of (a) the ownership and operation of competitive motorsports racing teams, including, without limitation (i) sponsorship, licensing, merchandising and marketing activities in connection therewith; (ii) the building, testing and maintenance of race cars, race engines and ancillary equipment for racing competition; and (iii) the leasing of certain race related equipment such as race engines for racing competition; and (b) the sale and distribution of automotive parts within the motorsports industry; and (c) any other line of business or activity related to automobile parts and accessories and the operation of automobile dealerships.
2. Assignment. The Assignor hereby assigns to Assignee all right, title, and interest in and to the Trademarks, together with the goodwill appurtenant thereto.
3. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Trademarks assigned hereunder, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
4. Further Assurances. The Assignor agrees to execute or arrange for execution such further documents as may be required to perfect the Assignee's ownership of or title to the Trademarks.
5. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty it is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in and to the Trademarks.

[SIGNATURE PAGE FOLLOWS]

ACCEPTED:

GILLETT EVERNHAM MOTORSPORTS, LLC

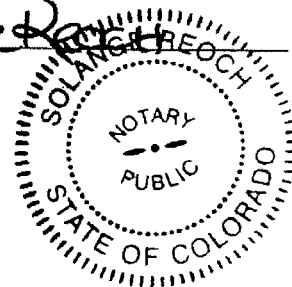
By: *James G. Skidmore*
 Name: James G. Skidmore
 Title: Vice President

STATE OF Colorado)
)
 COUNTY OF Eagle)

On this 5 day of February, 2009 before me, a Notary Public, personally appeared James Skidmore, to me known and known to me to be the person of that name, who, being duly sworn, did state and acknowledge on his oath that he/she is the Vice President of Gillett Evernham Motorsports who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.


07.31.2012
 My Commission Expires

Solange Reoch
 Notary Public



SCHEDULE A

Trademarks

Trademark	Country	Rights	Registration / Application Number	Classes
43		All common law rights, registrations and/or applications for use of the trademark only in connection with the Business which includes the following portion of Registration 2,236,379		
	U.S.A.		Registration number 2,236,379	Only classes 35 (advertising services in the nature of providing space on racing stock cars); and 41 (entertainment services in the nature of participating in stock cars races).

The parties will file with the U.S. Patent and Trademark Office a petition to divide U.S. Reg. 2,236,379 such that the portion of such registration in international classes 35 and 41 shall be transferred to and owned by Assignee and all other portions of such registration shall continue to be owned by Assignor.