

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
DOVER MOTORSPORTS, INC.		08/21/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	2 Hopkins Plaza
Internal Address:	5th Floor
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21201
Entity Type:	Financial Institution: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2935867	
Registration Number:	3003314	
Registration Number:	3124016	
Registration Number:	2731744	DOVER
Registration Number:	2718838	DOVER INTERNATIONAL SPEEDWAY
Registration Number:	2677657	
Registration Number:	2723824	DOVER MOTORSPORTS
Registration Number:	2873861	GATEWAY GUY
Registration Number:	2752616	
Registration Number:	2320925	GATEWAY INTERNATIONAL RACEWAY
Registration Number:	2309110	GATEWAY INTERNATIONAL RACEWAY
Registration Number:	2702314	GATEWAY MOTORSPORTS CLUB
Registration Number:	2674819	

OP \$740.00 2935867

Registration Number:	1972943	
Registration Number:	2313905	MEMPHIS MOTORSPORTS PARK
Registration Number:	2331615	MEMPHIS MOTORSPORTS PARK
Registration Number:	2690529	MEMPHIS MOTORSPORTS PARK
Registration Number:	3087552	MILES THE MONSTER
Registration Number:	3126736	MONSTER BRIDGE
Registration Number:	2105583	MONSTER MILE
Registration Number:	2820698	MUSIC CITY CLUB MOTORSPORTS NASHVILLE SUPERSPEEDWAY
Registration Number:	2401342	NASHVILLE SPEEDWAY
Registration Number:	2652357	NASHVILLE SUPERSPEEDWAY
Registration Number:	2683215	NASHVILLE SUPERSPEEDWAY
Registration Number:	2766245	
Registration Number:	2515206	TAKE A KID TO THE RACES
Registration Number:	2680611	TAKE A KID TO THE RACES
Registration Number:	2964830	THE MOST EXCITING SEAT IN SPORTS!
Registration Number:	3361015	VELOCITY

CORRESPONDENCE DATA

Fax Number: (410)385-5119
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 410-385-5081
Email: lbell@gebbsmith.com
Correspondent Name: Laura Bell, Legal Asst.
Address Line 1: 1 South Street, Suite 2200
Address Line 2: Gebhardt & Smith LLP
Address Line 4: Baltimore, MARYLAND 21202

ATTORNEY DOCKET NUMBER:	JT 22072
NAME OF SUBMITTER:	Joseph R. S. Tyssowski, Jr., Counsel
Signature:	/Joseph R. S. Tyssowski, Jr./
Date:	11/19/2009

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("AGREEMENT") is effective as of August ZL, 2009 by and between DOVER MOTORSPORTS, INC., ("PLEDGOR"), with its mailing address at 1131 North DuPont Highway, Dover, Delaware 19903; and PNC BANK NATIONAL ASSOCIATION ("AGENT"), with its mailing address at 2 Hopkins Plaza, 5th Floor, Baltimore, Maryland 21201, in its capacity as agent under the CREDIT AGREEMENT (as hereafter defined) for the ratable benefit of the SECURED PARTIES (as hereafter defined).

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the PLEDGOR agrees with the AGENT as follows:

Section 1. Defined Terms. As used in this AGREEMENT, the terms set forth in this Section 1 have the meanings set forth below. Terms defined in this Section 1 or elsewhere in this AGREEMENT are in all capital letters throughout this AGREEMENT. The singular use of any defined term includes the plural and the plural use includes the singular.

Section 1.1 "BORROWERS" shall mean collectively the PLEDGOR, DOVER INTERNATIONAL SPEEDWAY, INC., a Delaware corporation, GATEWAY INTERNATIONAL MOTORSPORTS CORPORATION, an Illinois corporation, MEMPHIS INTERNATIONAL MOTORSPORTS CORPORATION, a Tennessee corporation, NASHVILLE SPEEDWAY USA, INC., a Tennessee corporation and MIDWEST RACING, INC., a California corporation

Section 1.2 "EVENT OF DEFAULT" shall have the meaning given to that term in the CREDIT AGREEMENT.

Section 1.3 "CREDIT AGREEMENT" means the Credit Agreement of executed February 17, 2004 by and between the BORROWERS, the AGENT and the SECURED PARTIES, as such agreement has been and is hereafter amended or modified.

Section 1.4 "OBLIGATIONS" shall have the meaning given to that term in the CREDIT AGREEMENT.

Section 1.5 "TRADEMARK COLLATERAL" means all right, title and interest of the PLEDGOR in and to: (a) the Trademarks and Trademark applications described on Exhibit A attached hereto; (b) all books and records relating to the foregoing in any form, in or on any media, including data processing materials in any form; (c) all income, royalties, damages and payments now or hereafter due or payable to the PLEDGOR under or with respect to any of the foregoing, including without limitation, damages and payments for past, present or future infringements thereof; (d) all general intangibles related to any of the foregoing, including all goodwill of the business to which any of the foregoing relate; and (e) all proceeds and products related to any of the foregoing.

Section 1.6 "SECURED PARTIES" shall have the meaning given to that term in the CREDIT AGREEMENT.

Section 2. Grant Of Security Interest. As security for the complete and timely payment, performance and satisfaction of all of the OBLIGATIONS, the PLEDGOR hereby mortgages, pledges, and hypothecates unto the AGENT, for the ratable benefit of the

SECURED PARTIES, and hereby grants to the AGENT, for the ratable benefit of the SECURED PARTIES, a security interest in and to all of the PLEDGOR'S right, title and interest in, under or by virtue of the TRADEMARK COLLATERAL, whether now owned or existing or hereafter acquired, and in the products and proceeds thereof.

Section 3. Rights Upon The Occurrence Of An Event Of Default. Upon the occurrence and continuation of an EVENT OF DEFAULT, in addition to all other rights and remedies available under the CREDIT AGREEMENT or under applicable law, including but not limited to the rights of a secured party under the Uniform Commercial Code in effect from time to time in Maryland, the AGENT shall have the right at any time (but shall have no obligation) to: (a) take, in its name or in the name of the PLEDGOR or otherwise, such actions as the AGENT may, at any time or from time to time, deem necessary to maintain, protect, sell, liquidate, transfer, license, assign or otherwise dispose of or realize upon the TRADEMARK COLLATERAL, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk; (b) use, operate, manage, and control the TRADEMARK COLLATERAL in any lawful manner; and (c) collect and receive all income, revenue, earnings, issues, and profits therefrom. Notice of any sale or other disposition shall be given to the PLEDGOR at least ten (10) days before the time of any intended public sale or of the time after which any intended private sale or other disposition of the TRADEMARK COLLATERAL is to be made, which the PLEDGOR hereby agrees shall be commercially reasonable notice of such sale or other disposition. The PLEDGOR shall remain liable for any deficiency if the proceeds of any sale or other disposition of the TRADEMARK COLLATERAL are insufficient to pay in full the OBLIGATIONS and all costs and expenses, including reasonable attorneys' fees and disbursements, paid or incurred by the AGENT in collecting any such deficiency. Effective upon the occurrence and continuance of an EVENT OF DEFAULT, the PLEDGOR hereby irrevocably and unconditionally authorizes and empowers the AGENT to make, constitute and appoint any officer or agent of the AGENT as the AGENT may select, in its exclusive discretion, as the PLEDGOR'S true and lawful attorney-in-fact, with the power to endorse or sign the PLEDGOR'S name on all applications, documents, papers and instruments necessary for the AGENT or the designee of the AGENT to: (i) grant or issue any exclusive or nonexclusive licenses under the TRADEMARK COLLATERAL to any other person; (ii) assign, license, pledge, convey or otherwise transfer title in or dispose of the TRADEMARK COLLATERAL to any other person on such terms and conditions as the AGENT shall in its sole discretion determine; (iii) demand, sue for compromise, settle and collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any of the TRADEMARK COLLATERAL; (iv) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or enforce any right in respect of the TRADEMARK COLLATERAL; and (v) do all acts and things which the AGENT deems necessary from time to time to protect, preserve or realize upon the TRADEMARK COLLATERAL and the AGENT'S liens thereon and to effect the intent of this AGREEMENT. The PLEDGOR hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this AGREEMENT, and is intended by the PLEDGOR to be a power of attorney coupled with an interest. All of the AGENT'S rights and remedies with respect to the TRADEMARK COLLATERAL, whether established by this AGREEMENT, by the LOAN AGREEMENT, or by law shall be cumulative and may be exercised singularly or concurrently.

Section 4. No Duty Imposed Upon Agent. The powers conferred upon the AGENT hereunder are solely to protect the interest of the AGENT in the TRADEMARK COLLATERAL and shall not impose any duty upon the AGENT to exercise any such powers.

Section 5. Costs And Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by the AGENT in connection with the preparation of this AGREEMENT and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or any other fees incurred in otherwise protecting, maintaining or preserving the TRADEMARK COLLATERAL, or in defending or prosecuting any actions or proceedings arising out of or related to the TRADEMARK COLLATERAL, shall be borne and paid by the PLEDGOR on demand by the AGENT and until so paid shall be added to the principal amount of the OBLIGATIONS and shall bear interest at the default rate of interest under the terms of the CREDIT AGREEMENT.

Section 6. Notices. Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the CREDIT AGREEMENT, in the manner and within the time specified in the CREDIT AGREEMENT.

Section 7. Further Assurances. The PLEDGOR shall promptly do, make, execute and deliver all such further and additional acts, things, deeds, assurances, instruments and documents considered reasonably necessary in the AGENT'S commercially reasonable judgment to vest in, effectuate or assure to the AGENT its rights under this AGREEMENT or in any of the TRADEMARK COLLATERAL. The PLEDGOR hereby constitutes the AGENT its attorney-in-fact, while an EVENT OF DEFAULT has occurred and is continuing, to execute and file all such additional instruments and documents for the foregoing purposes, all lawful acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until the OBLIGATIONS have been satisfied in full and there exists no contingent or noncontingent commitment which could give rise to any OBLIGATIONS.

Section 8. Amendment. The terms and conditions of this AGREEMENT may be modified, altered, waived, or amended only by a writing executed by the AGENT and the PLEDGOR consenting to the modification, alteration, waiver, or amendment.

Section 9. Choice Of Law. This AGREEMENT shall be construed according to the laws of the State of Maryland. All parties hereto consent to the jurisdiction and venue of the courts of the State of Maryland in any action to enforce, construe or interpret this AGREEMENT.

Section 10. Severability. If any of the provisions of this AGREEMENT are judicially determined to be in conflict with any law of the State of Maryland or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this AGREEMENT.

Section 11. Successors And Assigns. The terms, covenants and conditions contained in this AGREEMENT shall inure to the benefit of the AGENT and the SECURED PARTIES, and shall be binding upon the PLEDGOR and its successors and assigns.

Section 12. Waiver Of Jury Trial. The PLEDGOR and the AGENT each agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party hereto, with respect to this AGREEMENT or the dealings of the parties with respect thereto, shall be tried only by a court, and not by a jury. **THE PLEDGOR AND THE AGENT HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.** The PLEDGOR acknowledges and agrees that this provision is a specific and material aspect of the agreement between the parties hereto and that the SECURED PARTIES would not enter into the subject transactions if this provision were not part of this AGREEMENT.

IN WITNESS WHEREOF, the PLEDGOR and AGENT have executed this AGREEMENT as of the date first above written with the specific intention of creating an instrument under seal.

WITNESS/ATTEST:

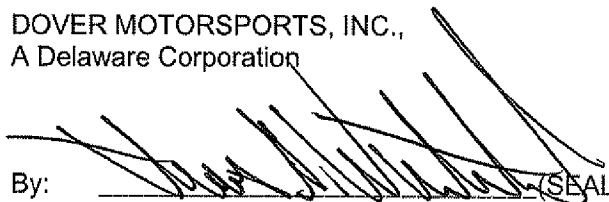
PLEDGOR:

DOVER MOTORSPORTS, INC.,
A Delaware Corporation



TONY R. EVANS

By:



(SEAL)
Name: THOMAS G. WINTERMANTEL
Title: TREASURER & ASST. SECRETARY

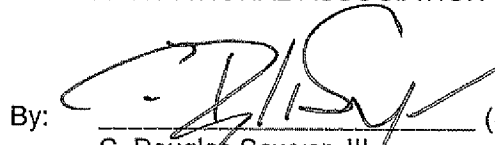
WITNESS/ATTEST:

AGENT:

PNC BANK NATIONAL ASSOCIATION



By:



(SEAL)
C. Douglas Sawyer, III,
Senior Vice President

Registered Trademarks and Service Marks

<u>Name of Mark</u>	<u>Registration Number</u>
Concrete Monster Design (Class 14,25,26)	2,935,867
Concrete Monster Design (Class 41)	3,003,314
Concrete Monster Design (Class 9, 21, 28)	3,124,016
Dover	2,731,744
Dover International Speedway	2,718,838
Dover International Speedway Flags (Track) Logo	2,677,657
Dover Motorsports	2,723,824
Gateway Guy	2,873,861
Gateway Guy	2,752,616
Gateway International Raceway	2,320,925
Gateway International Raceway	2,309,110
Gateway Motorsports Club Logo	2,702,314
Gateway Motorsports Club	2,674,819
Gateway Track Logo	1,972,943
Memphis Motorsports Park	2,313,905
Memphis Motorsports Park	2,331,615
Memphis Motorsports Park Logo	2,690,529
Miles the Monster	3,087,552
Monster Bridge	3,126,736
Monster Mile	2,105,583
Music City Motorsports Club Logo	2,820,698
Nashville Speedway	2,401,342
Nashville Superspeedway	2,652,357
Nashville Superspeedway Track Logo	2,683,215
Roaring Monster Design	2,766,245
Take a Kid to the Races	2,515,206
Take a Kid to the Races Logo	2,680,611
The Most Exciting Seat in Sports!	2,964,830
Velocity	3,361,015