

**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
RPAC Racing, LLC		11/24/2010	LTD LIAB JT ST CO: DELAWARE

**RECEIVING PARTY DATA**

Name:	Medallion Capital, Inc.
Street Address:	3000 West County Road 42
Internal Address:	Suite 301
City:	Burnsville
State/Country:	MINNESOTA
Postal Code:	55337
Entity Type:	CORPORATION: MINNESOTA

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	2663872	9
Registration Number:	3311330	10
Registration Number:	2636322	19
Registration Number:	2663881	19
Registration Number:	2586166	19
Registration Number:	2589361	19
Registration Number:	2236379	43
Registration Number:	3377710	98
Serial Number:	77281384	AET ADVANCED ENGINE TECHNOLOGY
Registration Number:	2586165	E
Serial Number:	77276374	OPEN WHEEL
Registration Number:	2689409	9
Registration Number:	3596889	43

CH \$415.00 2663872

Registration Number:	2234947	44
Serial Number:	77276393	ADVANCED ENGINE TECHNOLOGY
Registration Number:	2762756	E

**CORRESPONDENCE DATA**

Fax Number: (612)371-3027  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: tmg@lindquist.com  
Correspondent Name: Garrett Weber, Lindquist & Vennum PLLP  
Address Line 1: 80 South Eighth Street  
Address Line 2: 4200 IDS Center  
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	381721.0080
NAME OF SUBMITTER:	Garrett Weber
Signature:	/Garrett Weber/
Date:	11/24/2010

**Total Attachments: 9**  
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**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement is entered into as of November 24, 2010 by and between RPAC RACING, LLC, a limited liability company organized under the laws of the State of Delaware (the "Debtor"), and MEDALLION CAPITAL, INC., as agent ("Secured Party") pursuant to the Loan Agreement dated November 24, 2010 among the Debtor, Medallion Capital, Inc. and DGB Investment, Inc. (as amended from time to time, the "Loan Agreement").

Whereas, the execution and delivery of this Agreement is a condition to the Secured Party extending credit to Debtor;

Now, therefore, Debtor agrees with Secured Party as follows:

1. Definitions. All terms defined in the Loan Agreement that are not otherwise defined herein shall have the meanings stated in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Obligations" means (i) all obligations under the Notes, and all extensions, renewals or modifications thereof, and (ii) all obligations under the Loan Agreement, this Agreement and all of the other Loan Documents now or hereafter entered into by the Debtor.

"Trademarks" means all of the Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, any registrations or applications for registration therefor, together with the respective goodwill associated with each, fees or royalties with respect to each, including without limitation the right to sue for past infringement and damages therefor, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A and any divisions or renewals thereof or corresponding foreign trademark registrations and applications.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants to the Secured Party a security interest, with power of sale to the extent permitted by law, (the "Security Interest") in the Trademarks to secure payment and performance of the Obligations. As set forth in greater detail in the Security Agreement, the Security Interest in the Trademarks is coupled with a security interest in substantially all of the assets (without regard to real property) of the Debtor.

3. Representations, Warranties and Agreements. Debtor hereby represents, warrants and agrees as follows:

(a) The Debtor has full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor has been duly authorized by all necessary action of the Debtor's board of managers, and if necessary its equity holders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its certificate of formation or operating agreement or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct legal name of the Debtor is as set forth at the beginning of this Agreement. Except for

any financing statement required to be filed under the applicable Uniform Commercial Code (the "UCC") and any filing or recording of this Agreement in the U.S. Patent and Trademark Office, the authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) All of the Trademarks identified in Exhibit A are owned or controlled by the Debtor as of the date hereof and the information in Exhibit A accurately reflects the existence and status of Trademarks listed therein as of the date hereof.

(c) Except as permitted by Section 4.2 of the Loan Agreement, the Debtor has good title to each Trademark listed on Exhibit A, free and clear of all security interests, liens and encumbrances.

(d) The Debtor will not sell or otherwise dispose of the Trademarks, or any interest therein, without the Secured Party's prior written consent, except (i) as permitted in Section 3(c)(ii) above, and (ii) sale or disposition of Trademarks that provide no material continuing benefit to Debtor.

(e) The Debtor will, at its own expense, and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all persons other than the Secured Party, which would cause material harm to the Secured Party.

(f) The Debtor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all affidavits and renewals, and pay all annuities and maintenance fees possible with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark (except for those that provide no material continuing benefit to Debtor), nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice to allow the Secured Party to timely pay any such maintenance fees or annuity or take such other action which may become due on any of said Trademark, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, or take such other action, should such be necessary or desirable.

(g) If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(h) Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (g) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(i) To facilitate the Secured Party's taking action under subsection (g) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment and performance of all Obligations.

4. Debtor's-Use of the Trademarks. The Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains unwaived or uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) a Default, as defined in the Loan Agreement, shall occur; or (b) the Debtor shall fail promptly (including any applicable grace period) to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter during its continuance, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks in accordance with applicable law.

(c) The Secured Party may enforce the Trademarks and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. Consent to Jurisdiction. AT THE OPTION OF THE SECURED PARTY, THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR MINNESOTA STATE COURT SITTING IN MINNEAPOLIS OR ST. PAUL, MINNESOTA; AND EACH PARTY HERETO CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT ANY PARTY COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, SECURED PARTY AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

9. Waiver of Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

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In Witness Whereof, the parties have executed this Trademark Security Agreement as of the date first written above.

**MEDALLION CAPITAL, INC.**

**RPAC RACING, LLC**

By: Dean Perker  
Its: CEO

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature page to Medallion Trademark Security Agreement]



In Witness Whereof, the parties have executed this Trademark Security Agreement as of the date first written above.

MEDALLION CAPITAL, INC.

RPAC RACING, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: Brian K. Moffitt  
Its: \_\_\_\_\_

[Signature page to Medallion Trademark Security Agreement]

**EXHIBIT A  
TO TRADEMARK SECURITY AGREEMENT**

**ASSIGNED TRADEMARKS**

Mark	Serial No	Reg. No	Status	Current Owner	Security Interest Recorded at USPTO	Security Interest Holder	Release of Security Interest Recorded at USPTO
9	75982370	2663872	LIVE	RICHARD PETTY MOTORSPORTS LLC	YES	WACHOVIA BANK, NATIONAL ASSOCIATION	NO
10	77094320	3311330	LIVE	RICHARD PETTY MOTORSPORTS LLC	YES	WACHOVIA BANK, NATIONAL ASSOCIATION	NO
19	75982740	2636322	LIVE	RICHARD PETTY MOTORSPORTS LLC	YES	WACHOVIA BANK, NATIONAL ASSOCIATION	NO
19	75982807	2663881	LIVE	RICHARD PETTY MOTORSPORTS LLC	YES	WACHOVIA BANK, NATIONAL ASSOCIATION	NO
19	75982365	2586166	LIVE	RICHARD PETTY MOTORSPORTS LLC	YES	WACHOVIA BANK, NATIONAL ASSOCIATION	NO
19	75982136	2589361	LIVE	RICHARD PETTY MOTORSPORTS LLC	YES	WACHOVIA BANK, NATIONAL ASSOCIATION	NO
43	75168351	2236379	LIVE	RICHARD PETTY MOTORSPORTS LLC	YES	WACHOVIA BANK, NATIONAL ASSOCIATION	NO
98	77188559	3377710	LIVE	RICHARD PETTY MOTORSPORTS LLC	YES	WACHOVIA BANK, NATIONAL ASSOCIATION	NO
AET ADVANCED ENGINE TECHNOLOGY	77281384		LIVE	RICHARD PETTY MOTORSPORTS LLC	YES	WACHOVIA BANK, NATIONAL ASSOCIATION	NO
E & Design	75982325	2586165	LIVE	RICHARD PETTY MOTORSPORTS LLC	YES	WACHOVIA BANK, NATIONAL ASSOCIATION	NO
OPEN WHEEL	77276374		LIVE	RICHARD PETTY MOTORSPORTS LLC	YES	WACHOVIA BANK, NATIONAL ASSOCIATION	NO
9	76975089	2689409	DEAD	RICHARD PETTY	YES	WACHOVIA BANK, NATIONAL	NO

Mark	Serial No	Reg. No	Status	Current Owner	Security Interest Recorded at USPTO	Security Interest Holder	Release of Security Interest Recorded at USPTO
				MOTORSPORTS LLC		ASSOCIATION	
43	75983654	3596889	DEAD	RICHARD PETTY MOTORSPORTS LLC	NO		NO
44	75232564	2234947	DEAD	RICHARD PETTY MOTORSPORTS LLC	YES	WACHOVIA BANK, NATIONAL ASSOCIATION	YES
ADVANCED ENGINE TECHNOLOGY	77276393		DEAD	RICHARD PETTY MOTORSPORTS LLC	YES	WACHOVIA BANK, NATIONAL ASSOCIATION	NO
E & Design	76975052	2762756	DEAD	RICHARD PETTY MOTORSPORTS LLC	YES	WACHOVIA BANK, NATIONAL ASSOCIATION	NO

**ASSIGNED DOMAIN NAMES**

<b>Websites Owned by GEMS Motorsports</b>	
1	pettyracing.com
2	richardpettymotorsports.biz
3	richardpettymotorsports.info
4	richardpettymotorsports.org
5	richardpettymotorsports.us
6	rpm43.biz
7	rpm43.com
8	rpm43.info
9	rpm43.net
10	rpm43.org
11	rpm43.us

<b>Website Owned by Kevin Craig</b>	
	xtrememeasures.org

<b>Website Owned by Tom McDonough</b>	
	richardpettymotorsport.com

<b>Website Owned by Racing for a Reason</b>	
	Racingforareason.org