

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
US Road Sports & Entertainment Group, LP		03/01/2011	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	CBank
Street Address:	30 West Second Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	banking corporation: OHIO

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3667955	13.1
Registration Number:	3574253	MARATHON 13.1
Registration Number:	3624891	MARATHON THIRTEEN.ONE
Registration Number:	3624897	13.1 MARATHON
Registration Number:	3624898	THIRTEEN.ONE MARATHON

CORRESPONDENCE DATA

Fax Number: (937)449-6405
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 937-449-6400
 Email: sherrie.hilty@dinslaw.com
 Correspondent Name: Karen Adams, Dinsmore & Shohl LLP
 Address Line 1: 1100 Courthouse Plaza, SW
 Address Line 2: 10 N. Ludlow Street
 Address Line 4: Dayton, OHIO 45402

OP \$140.00 3667955

ATTORNEY DOCKET NUMBER:	37896.36
NAME OF SUBMITTER:	Karen Adams
Signature:	/Karen Adams/
Date:	03/04/2011
Total Attachments: 5 source=US Road Sports CBank Patent and Trademark Security Agreement#page1.tif source=US Road Sports CBank Patent and Trademark Security Agreement#page2.tif source=US Road Sports CBank Patent and Trademark Security Agreement#page3.tif source=US Road Sports CBank Patent and Trademark Security Agreement#page4.tif source=US Road Sports CBank Patent and Trademark Security Agreement#page5.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of the 1st day of March, 2011, by **US ROAD SPORTS & ENTERTAINMENT GROUP, LP**, a Texas limited partnership ("Grantor"), in favor of **CBANK**, an Ohio banking corporation ("Lender"), under the following circumstances:

A. Grantor and/or its affiliates and Lender have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make a loan to Grantor and/or its affiliates.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement to Lender.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral")
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any

reissues, continuations or extensions thereof and all goodwill associated therewith;

- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]

Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

US ROAD SPORTS & ENTERTAINMENT GROUP, LP,
a Texas limited partnership

By: HL Racing Management, LLC
a Texas limited liability company
its general partner

By: *Gregory P. Laird*
Gregory P. Laird, Managing Member

Acknowledged:

CBANK
an Ohio banking corporation

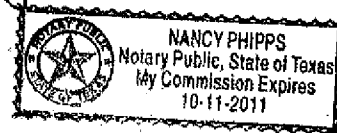
By: *R. Dean Meiszer*
Name: *R. Dean Meiszer*
Title: *President + CEO*

STATE OF *Texas*)
COUNTY OF *Dallas*) ss

The foregoing instrument was acknowledged before me this *28* day of February, 2011, by Gregory P. Laird, Managing Member of HL Racing Management, LLC, a Texas limited liability company, on behalf of the company as general partner of US Road Sports & Entertainment Group, LP, a Texas limited partnership, on behalf of the partnership.

Nancy Phipps
Notary Public

STATE OF *Ohio*)
COUNTY OF *Hamilton*) ss



The foregoing instrument was acknowledged before me this *1* day of *March* February, 2011, by *R. Dean Meiszer*, *President + CEO* of CBank, an Ohio banking corporation, on behalf of the corporation.

Emily Stipanovich
Notary Public



Emily Stipanovich
Notary Public, State of Ohio
My Commission Expires 04-08-2014

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark Serial	Trademark Registration Number	Date of Registration
13.1	3,667,955	August 11, 2009
Marathon 13.1	3,574,253	February 10, 2009
Marathon Thirteen.One	3,624,891	May 19, 2009
13.1 Marathon	3,624,897	May 19, 2009
Thirteen.One Marathon	3,624,898	May 19, 2009

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

NONE