

06/11/2012

DEPARTMENT OF COMMERCE
Patents Patent and Trademark Office

6-11-12

RECORD/
TRA



103645668

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

American Karting & Park Association, Inc.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Non-stock corporation
- Association
- Limited Partnership

Citizenship (see guidelines) Wisconsin

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 1, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Britton-Gallagher & Associates, Inc.

Street Address: 6240 SOM Center Road

City: Cleveland

State: Ohio

Country: USA Zip: 44139

- Individual(s) Citizenship _____
- Association, Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Ohio
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

235143

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

AMERICAN KARTING & PARK ASSOCIATION (Trademark Reg. No. 235143 and Serial No. 75588177)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Peter Nealis

Internal Address: Taft Stettinius & Hollister LLP

Street Address: 200 Public Square, Suite 3500

City: Cleveland

State: Ohio Zip: 44114

Phone Number: 216-706-3950

Docket Number: _____

Email Address: pnealis@taftlaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

06/11/2012 BTINBER 00000001 75588177
 Deposit Account Number _____ 40.00 OP
 Authorized User Name _____

9. Signature:

Signature

Peter Nealis

Name of Person Signing

May 30, 2012

Date

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004803 FRAME: 0532

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of May 4, 2012 but made effective May 1, 2012 (the "Closing Date"), by BECKMAN INSURANCE AGENCY, a Wisconsin general partnership ("Seller"), and AMERICAN KARTING & PARK ASSOCIATION, INC., a Wisconsin non-stock corporation ("American Karting"), in favor of BRITTON-GALLAGHER & ASSOCIATES, INC., an Ohio corporation ("Purchaser"), in accordance with that certain Asset Purchase Agreement, made effective as of the date hereof (the "Purchase Agreement"), by and among Seller, American Karting, Purchaser, and Michael B. Beckman. Capitalized terms used herein but not otherwise defined shall have the meanings given them in the Purchase Agreement.

RECITALS:

A. Pursuant to the terms of the Purchase Agreement, Purchaser is acquiring all of the tangible and intangible assets related to the Business.

B. In connection with the purchase and sale of assets contemplated by the Purchase Agreement, Seller and American Karting wish to transfer, assign, and convey to Purchaser certain intellectual property of Seller and American Karting, and Purchaser wishes to accept and assume the same, subject to the terms and conditions of this Agreement and the Purchase Agreement.

NOW, THEREFORE, in furtherance of the foregoing, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms of the Purchase Agreement, the parties hereby agree as follows:

1. Assignment. Seller and American Karting hereby grant, convey, transfer, and assign to Purchaser and its successors and assigns, all of Seller or American Karting's rights, title, and interests in and to all of the following intellectual property assets (the "Assigned IP"), free and clear of all Encumbrances:

(a) all of Seller or American Karting's registered and unregistered domestic and foreign trademarks, trademark applications, service marks and trade names, including, without limitation, the trademarks, trademark applications, service marks and trade names set forth on Schedule I hereto, together with the goodwill connected with the use thereof and symbolized thereby and all issuances, extensions and renewals thereof;

(b) all of Seller or American Karting's registered and unregistered domestic and foreign patents and patent applications, including, without limitation, the patents and patent applications set forth on Schedule II hereto, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(c) all of Seller or American Karting's registered and unregistered domestic and foreign copyright registrations and copyright applications and all issuances, extensions and renewals thereof;

(d) all rights of any kind whatsoever of Seller or American Karting accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller and American Karting hereby authorize any governmental authorities including, without limitation, the United States Patent and Trademark Office, to record and register this Agreement upon request by Purchaser. Seller and American Karting shall, at their own expense, take such steps and actions following the Effective Date, including the execution and delivery of any documents, files, registrations, or other similar items, to more effectively consummate the assignment of the Assigned IP contemplated by this Agreement.

3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws, and not the law of conflicts, of the State of Ohio.

5. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the party to be charged, and, unless otherwise stated therein, no such waiver shall constitute a waiver of any other provisions hereof (whether or not similar) or a continuing waiver.

6. No Third Party Rights. Nothing express or implied in this Agreement is intended or shall be construed to confer on any person other than Seller, American Karting, or Purchaser any rights under this Agreement.

7. Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions hereof shall remain in full force and effect.

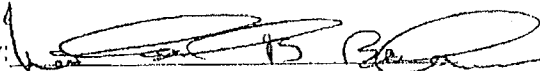
8. Counterparts. This Agreement may be executed in multiple counterparts, and each counterpart hereof shall be deemed to be an original agreement, but all such counterparts shall constitute but one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment Agreement to be executed by their duly authorized representatives as of the date first written above.

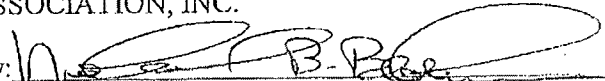
"Seller"

BECKMAN INSURANCE AGENCY

By: 
Michael B. Beckman, General Partner

"American Karting"

THE AMERICAN KARTING & PARK
ASSOCIATION, INC.

By: 
Michael B. Beckman, Sole Shareholder

"Purchaser"

BRITTON-GALLAGHER & ASSOCIATES, INC.

By: _____
Print Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment Agreement to be executed by their duly authorized representatives as of the date first written above:

"Seller"

BECKMAN INSURANCE AGENCY

By: _____
Michael B. Beckman, General Partner

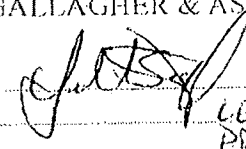
"American Karting"

THE AMERICAN KARTING & PARK
ASSOCIATION, INC.

By: _____
Michael B. Beckman, Sole Shareholder

"Purchaser"

BRITTON-GALLAGHER & ASSOCIATES, INC.

By:  _____
Print Name: LEE M. STACEY
Its: PRESIDENT

Schedule I

Trademarks

1. AMERICAN KARTING & PARK ASSOCIATION, INC., United States Patent and Trademark Reg. No. 235143, and Serial No. 75588177
2. BECKMAN INSURANCE; and
3. BECKMAN INSURANCE AGENCY.

Schedule II

Patents

NONE