

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
US Road Sports & Entertainment Group, LP		08/06/2012	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	CBANK
Street Address:	30 West Third Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3574253	MARATHON 13.1
Registration Number:	3667955	13.1
Registration Number:	3624891	MARATHON THIRTEEN.ONE
Registration Number:	3624897	13.1 MARATHON
Registration Number:	3624898	THIRTEEN.ONE MARATHON
Serial Number:	76710867	SALT LAKE CITY MARATHON & HALF MARATHON
Registration Number:	4092404	US ROAD SPORTS & ENTERTAINMENT GROUP
Serial Number:	76710869	UTAH SALT LAKE CITY MARATHON HALF MARATHON, BIKE TOUR & 5K
Registration Number:	4100493	WE MAKE YOUR WEEKENDS BETTER!
Registration Number:	4100495	WHERE THE PARTY MEETS THE PAVEMENT
Registration Number:	4100491	YOU CAN'T RUN A FULL WITHOUT FINISHING A HALF
Serial Number:	76710866	SALT LAKE CITY MARATHON
Serial Number:	76710865	SALT LAKE CITY HALF MARATHON

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Registration Number:	3099544	MIAMI HALF MARATHON
Registration Number:	4114343	MIAMI HALF MARATHON
Registration Number:	3116813	MIAMI MARATHON AND HALF MARATHON
Registration Number:	4100496	RUN MIAMI FAMOUS
Registration Number:	4100494	RUN FAMOUS
Registration Number:	3077991	MIAMI MARATHON
Registration Number:	4114361	MIAMI MARATHON
Registration Number:	4100492	IT ISN'T HALF OF ANYTHING
Registration Number:	4065023	13.1 MARATHON

CORRESPONDENCE DATA

Fax Number: 5139778527
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 5139778527
Email: april.besl@dinsmore.com
Correspondent Name: April Besl
Address Line 1: 255 E Fifth Street
Address Line 2: Suite 1900
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	37896-36
NAME OF SUBMITTER:	April L Besl
Signature:	/april l besl/
Date:	08/28/2012

Total Attachments: 6
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of the 6th day of August, 2012, 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

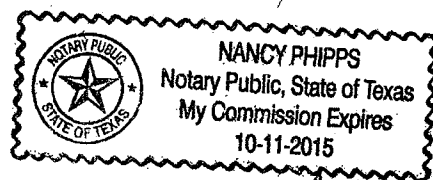
By: [Signature]
Gregory P. Laird, Managing Member

Acknowledged:

CBANK
an Ohio banking corporation

By: [Signature]
Name: Erick K Harback
Title: SVP Chief Credit Officer

STATE OF Texas)
COUNTY OF Dallas) SS



The foregoing instrument was acknowledged before me this 16 day of August, 2012, 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

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

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by Erick K Harback, SVP Chief Credit Officer of CBANK, an Ohio banking corporation, on behalf of the corporation.

Emily Sipanovich
Notary Public

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
Salt Lake City Marathon & Half Marathon	SN:76-710867	March 9, 2012 (filed) June 19, 2012 non-final action mailed)
US Road Sports & Entertainment Group and Design	4,092,404	January 24, 2012
Utah Salt Lake City Marathon Half Marathon, Bike Tour & 5K and Design	SN: 76-710869	March 12, 2012 (filed) June 19, 2012 (non-final action mailed)
We Make Your Weekends Better	4,100,493	February 21, 2012
Where The party Meets The Pavement	4,100,495	February 21, 2012
You Can't Run a Full Without Finishing a Half	4,100,491	February 21, 2012
Salt Lake City Marathon	SN: 76-710866	March 9, 2012 (filed) June 19, 2012 (non-final action mailed)

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Salt lake City Half Marathon	SN: 76-710865	March 9, 2012 (filed) June 19, 2012 (non-final action mailed)
Miami Half Marathon	3,099,544	August 2, 2011
Miami Half Marathon	4,114,343	March 20, 2012
Miami Marathon and Half Marathon and Design	3,116,813	September 2, 2011
Run Miami Famous	4,100,496	February 21, 2012
Run Famous	4,100,494	February 21, 2012
Miami Marathon	3,077,991	August 2, 2011
Miami Marathon	4,114,361	March 20, 2012
It Isn't half Of Anything	4,100,492	February 21, 2012
13.1 marathon and Design	4,065,023	December 6, 2011

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

NONE

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