

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Hot Rod Association, LLC		01/11/2013	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	IHRA Entertainment, LLC		
Street Address:	825 Parkway Street		
Internal Address:	Suite 4		
City:	Jupiter		
State/Country:	FLORIDA		
Postal Code:	33477		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2810244	IHRA	
Registration Number:	2549883	IHRA MOTORSPORTS	
Registration Number:	2892618	INTERNATIONAL HOT ROD ASSOCIATION	
Registration Number:	3424802	NITRO JAM	
Registration Number:	3420790	NITRO JAM	
Registration Number:	3782831	NITRO JAM	
Registration Number:	3413160	NITRO JAM	
CORRESPONDENCE DATA			
Fax Number:	9543436964		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9543436963		
Email:	Ellen.Gilmore@gmlaw.com		

CH \$190.00 2810244

Correspondent Name: Ellen Gilmore, Esquire
Address Line 1: Trade Center South, Suite 400
Address Line 2: 100 W. Cypress Creek Road
Address Line 4: Fort Lauderdale, FLORIDA 33309

NAME OF SUBMITTER:

Keith Senglaub

Signature:

/Keith Senglaub/

Date:

01/25/2013

Total Attachments: 9

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of January 11, 2013 (this "Agreement"), is entered into by and among (i) International Hot Rod Association, L.L.C., a Texas limited liability company ("Seller"), (ii) Feld Motor Sports, Inc., a Delaware corporation and successor by merger to SFX Motor Sports, Inc. ("Feld"), (iii) IHRA Entertainment, LLC, a Florida limited liability company ("Purchaser") and (iv) Joseph G. Lubeck, in his individual capacity ("Guarantor").

WITNESSETH:

WHEREAS, Seller owns and operates a drag racing business in the United States;

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of Seller's right, title and interests in and to the Assets (as defined herein) in accordance with the terms and conditions of this Agreement; and

REDACTED

ARTICLE I DEFINITIONS

As used in this Agreement the following definitions shall apply:

REDACTED

REDACTED

1.05 "Assets" means, other than the Excluded Assets, each and all of the following:

(a) all of the assets, properties, goodwill and rights of Seller of every nature, kind and description, wherever located, tangible and intangible, real, personal and mixed, that are owned, leased or licensed by Seller on the Closing Date and used, held for use or intended to be used in the operation, conduct or maintenance of the Business, including, without limitation, (A) Seller's rights and obligation under the Assigned Agreements, (B) all rights to operate or conduct the Business, together with all goodwill, if any, generated by or associated with the Business, (C) all Intellectual Property (including the Intellectual Property listed on Schedule 5.16) of Seller that is used, held for use or intended to be used in the operation, conduct or maintenance of the Business, including Seller's website, and (D) all other assets, properties, rights and claims related to the Business which have arisen in or from the conduct thereof;

REDACTED

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered, or caused the execution and delivery of, this Agreement as of the day and year first written above.

PURCHASER:

IHRA Entertainment, LLC

By: [REDACTED]

GUARANTOR:

[REDACTED]

SELLER:

International Hot Rod Association,
L.L.C.

By: _____
Name:
Title:

FELD:

Feld Motor Sports, Inc.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered, or caused the execution and delivery of, this Agreement as of the day and year first written above.

PURCHASER:

HRA Entertainment, LLC

By:

REDACTED

GUARANTOR:

REDACTED

SELLER:

International Hot Rod Association,
L.L.C.

By:

REDACTED

FELD:

Feld Motor Sports, Inc.

By:

REDACTED

IHRA Asset Purchase Agreement
Schedule 5.16 - Intellectual Property

	Type	Description
IHRA	Trademark; Service Mark	USPTO Reg. No. 2,810,244
IHRA Motorsports (Styld Logo)	Trademark; Service Mark	USPTO Reg. No. 2,549,883
International Hot Rod Association	Service Mark	USPTO Reg. No. 2,892,618
NITRO JAM	Trademark	USPTO Reg. No. 3,782,831
NITRO JAM	Trademark	USPTO Reg. No. 3,424,802
NITRO JAM	Trademark; Service Mark	USPTO Reg. No. 3,420,790
NITRO JAM	Trademark	USPTO Reg. No. 3,413,160

ASSIGNMENT, ASSUMPTION AND BILL OF SALE AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND BILL OF SALE AGREEMENT (this "Assignment") is being executed and entered into as of January 11, 2013, by and among IHRA Entertainment, LLC, a Florida limited liability company ("Purchaser"), Joseph G. Lubeck, an individual ("Guarantor") and International Hot Rod Association, L.L.C., a Texas limited liability company ("Seller").

RECITALS

A. Seller, Guarantor and Purchaser are parties to an Asset Purchase Agreement, dated January 11, 2013 (the "Purchase Agreement"), providing for, among other things, the sale by Seller to Purchaser of the Assets and the assumption by Purchaser of the Assumed Liabilities.

B. In accordance with the terms of the Purchase Agreement, Seller and Purchaser have agreed to enter into this Assignment, providing for (a) the assignment from Seller to Purchaser of all of the Assets, on and subject to the terms of the Purchase Agreement, and (b) the acceptance by Purchaser of such assignment and the assumption by Purchaser of Assumed Liabilities, on and subject to the terms of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment and Bill of Sale. In accordance with and subject to the terms of the Purchase Agreement, Seller hereby sells, assigns, transfers and conveys all of the Assets to Purchaser.

2. Acceptance and Assumption. In accordance with and subject to the terms of the Purchase Agreement, Purchaser hereby (a) accepts the assignment, transfer and conveyance of the Assets; and (b) assumes, undertakes and agrees, subject to valid claims and defenses, to pay, satisfy, perform and discharge the Assumed Liabilities.

3. Parties in Interest. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which, when taken together, will be deemed to constitute one and the same agreement. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

5. Governing Law. This Assignment and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Florida as applied to contracts made and performed entirely in such state. The provisions of Sections 10.13, 10.14 and 10.15 of the Purchase Agreement shall govern and control the resolution of any disputes in respect of or arising out of this Assignment.

6. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

7. Guaranty. Guarantor guarantees to Seller the full and timely payment and performance of all obligations, responsibilities and duties of Purchaser under or arising from this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first written above.

SELLER

INTERNATIONAL HOT ROD ASSOCIATION, LLC., a
Texas limited liability company

By: _____
Name: _____ REDACTED
Title: _____

PURCHASER

IHRA ENTERTAINMENT, LLC., a Florida limited liability
company

By: _____
Name: _____
Title: _____

GUARANTOR

REDACTED

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first written above.

SELLER

INTERNATIONAL HOT ROD ASSOCIATION, L.L.C., a
Texas limited liability company

By: _____
Name: _____
Title: _____

PURCHASER

IHRA ENTERTAINMENT, L.L.C., a Florida limited liability
company

By: _____ REDACTED
Name: _____
Title: _____

GUARANTOR

REDACTED _____

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