

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
Circuit of The Americas, LLC		01/13/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Formula One Licensing BV		
Street Address:	Beursplein 37		
City:	37 NL-3011 AA Rotterdam		
State/Country:	NETHERLANDS		
Entity Type:	CORPORATION: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85903494	FORMULA RUN	
CORRESPONDENCE DATA			
Fax Number:	6156876993		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	615-238-6304		
Email:	trademarks@bonelaw.com		
Correspondent Name:	Paul W. Kruse		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 1600		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	112338-60800		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

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Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Paul W. Kruse

Signature:

/Paul W. Kruse/

Date:

01/13/2014

Total Attachments: 6

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DATED 13 January 2014

BETWEEN

CIRCUIT OF THE AMERICAS LLC

AND

FORMULA ONE LICENSING BV

TRADE MARK ASSIGNMENT

Formula One Management Limited
6 Princes Gate
London SW7 1QJ
Tel: 020 7584 6668
Fax: 020 7581 1649
Legal Dept.

THIS AGREEMENT is dated 13 January 2014

BETWEEN

- (1) **CIRCUIT OF THE AMERICAS, LLC** a limited liability company incorporated under the laws of Delaware, USA whose principal place of business is at 301 Congress Avenue Ste 220, Austin, Texas, TX 78701-2943, USA (the "COTA")
- (2) **FORMULA ONE LICENSING BV**, a company incorporated under the laws of the Netherlands whose registered address is at Beursplein 37 NL-3011 AA Rotterdam, The Netherlands ("FOL"); and

BACKGROUND

- (1) COTA the applicant for the Trade Mark (as defined below).
- (2) COTA wishes to assign the Trade Mark to FOL on the terms set out in this agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement (this *Agreement*):
 - 1.1.1 "Trade Mark" means the trade mark set out in Schedule A and any registration which may be granted pursuant to such application.
 - 1.1.2 References to clauses and Schedules are to the clauses and Schedules of this Agreement.

2. TRADE MARK ASSIGNMENT

- 2.1 In consideration of US\$1, receipt of which COTA hereby acknowledges, COTA assigns with full title guarantee to FOL absolutely the Trade Mark and all and any rights, title and interest in and to the Trade Mark including the benefit of the application for registration with the intention that, when the application is granted, the registration shall vest in FOL and any common law rights and all the goodwill attaching to the Trade Mark (the "Assignment").
- 2.2 This Assignment shall include the right for FOL to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of the Trade Mark whether occurring before, on or after the date of this Agreement.
- 2.3 COTA undertakes that, at its own cost and at the request of FOL at any time and from time to time, it shall execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Assignment and Agreement including providing assistance with any proceedings which may be brought by or against FOL against or by any third party in relation to the Trade Mark.

3. WARRANTIES

COTA represents and warrants that:

- 3.1 it has not given any third party permission to use the Trade Mark or otherwise licensed or assigned any of the rights under the Trade Mark;
- 3.2 the Trade Mark is free from any security interest, option, mortgage, charge or lien;
- 3.3 it is unaware of any infringement or likely infringement of any Trade Mark;
- 3.4 no claim has been made by a third party that disputes the right of the Assignor to use any Trade Mark.

4. ADDITIONAL AGREED TERMS

- 4.1 COTA shall indemnify and hold FOL harmless against all and any loss, damages, liability and costs (including reasonable legal expenses) that FOL suffers or incurs as a result of or in connection with any breach by COTA of the warranties in Clause 3 above. At the request of FOL and at COTA's own expense, it shall provide all reasonable assistance to enable FOL to resist any claim, action or proceedings brought against FOL as a consequence of that breach.
- 4.2 The provisions of Clauses 2.2, 2.3, 4.1 and 4.3 will survive the termination or expiry of this Agreement howsoever caused.
- 4.3 Neither COTA, nor FOL shall, during or after this Agreement, disclose, or permit the disclosure of, the terms of this Agreement to third parties (other than to its own personnel, lawyers, auditors, financiers, other regulated professional advisers or group companies or to the extent required for trade mark proceedings or by applicable laws or regulated authorities) nor use it in any way other than in connection with the performance of this Agreement unless such disclosure or use is specifically authorised by the other.
- 4.4 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts collectively shall constitute but one and the same Agreement. A counterpart signature page of this Agreement executed by a party and sent by facsimile, or transmitted electronically in either Tagged Image Format Files (TIFF), or Portable Document Format (PDF), shall be treated as an original, fully binding and with full legal force and effect.
- 4.5 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 4.6 Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable in any jurisdiction the other provisions of this Agreement shall continue in full force and effect. In the event that any provision is held to be illegal in any jurisdiction then the provision shall be amended so as to be legal in that jurisdiction and to be as similar as possible to the original provision.
- 4.7 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement are governed by, and shall be interpreted and construed in accordance with, the laws of England. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning or arising from this Agreement. Each Party irrevocably submits to the jurisdiction of the Courts of England and irrevocably waives any right that it may have to object to an action being brought in those Courts, to claim that the

action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

[signature page is following the Schedule]

SCHEDULE A

Trade Mark

Application/registration number	Register	Mark text	Intl. Class
85903494	United States of America	FORMULA RUN	41 <i>Organization of sports competitions; Organizing, arranging, and conducting marathons; Providing sports facilities; Providing facilities for sports training; Athletic and sports event services, namely, arranging, organizing, operating and conducting marathon races</i>

Accepted and agreed for and on behalf of CIRCUIT OF THE AMERICAS, LLC

[Signature] (signed)

Jason R. Diaz (print name)

President & CEO (position)

Accepted and agreed for and on behalf of FORMULA ONE LICENSING BV

[Signature] (signed)

B. Beckus (print name)

Director (position)