

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IRG Sports & Entertainment, LLC		09/30/2014	LIMITED LIABILITY COMPANY: FLORIDA
IHRA Entertainment, LLC		09/30/2014	LIMITED LIABILITY COMPANY: FLORIDA
Palm Beach International Raceway, LLC		09/30/2014	LIMITED LIABILITY COMPANY: FLORIDA
Southwestern International Raceway, LLC		09/30/2014	LIMITED LIABILITY COMPANY: FLORIDA
Memphis International Raceway, LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
Maryland International Raceway, LLC		09/30/2014	LIMITED LIABILITY COMPANY: FLORIDA
Cordova International Raceway, LLC		09/30/2014	LIMITED LIABILITY COMPANY: FLORIDA
International Raceway Group, LLC		09/30/2014	LIMITED LIABILITY COMPANY: FLORIDA
IRGSE Productions, LLC		09/30/2014	LIMITED LIABILITY COMPANY: FLORIDA
IHRA Productions, LLC		09/30/2014	LIMITED LIABILITY COMPANY: FLORIDA
Drive TV, LLC		09/30/2014	LIMITED LIABILITY COMPANY: FLORIDA
IRG Brands, LLC		09/30/2014	LIMITED LIABILITY COMPANY: FLORIDA
Moroso Investment Partners II, LLC		09/30/2014	LIMITED LIABILITY COMPANY: FLORIDA
Moroso Investment Partners III, LLC		09/30/2014	LIMITED LIABILITY COMPANY: FLORIDA
Palm Beach Driving Club, L.L.C.		09/30/2014	LIMITED LIABILITY COMPANY: FLORIDA
Rallies Elite, LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
San Antonio International Raceway, LLC		09/30/2014	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	TPG Specialty Lending, Inc., as collateral agent		
Street Address:	888 7th Avenue		
			TRADEMARK
900307147			REFI · 005400 FRAME · 0839

CH \$390.00 3779802

City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3779802	PALM BEACH INTERNATIONAL RACEWAY
Registration Number:	3783077	PALM BEACH DRIVING CLUB
Registration Number:	3809667	TASTE OF THE TRACK
Registration Number:	4131023	PALM BEACH GRAND PRIX
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
Serial Number:	86167343	RALLY ELITE
Serial Number:	86167308	RALLIES ELITE
Serial Number:	86337831	RALLIES QUARTERLY
Serial Number:	86167371	ELITE RALLIES
Serial Number:	86167355	ELITE RALLY

CORRESPONDENCE DATA

Fax Number: 2125935955

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	079464-0040
NAME OF SUBMITTER:	Scott Kareff (079464-0040)
SIGNATURE:	/kc for sk/
DATE SIGNED:	11/13/2014

Total Attachments: 8

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GRANT OF A SECURITY INTEREST --TRADEMARKS

September 30, 2014

WHEREAS, IRG Sports & Entertainment, LLC and certain of its Subsidiaries (each individually a "Grantor" and collectively the "Grantors") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated September 30, 2014 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TPG Specialty Lending, Inc., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Grantors have caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

IRG SPORTS & ENTERTAINMENT, LLC

By: 

Name: Joseph G. Lubeck

Title: Executive Chairman

IHRA ENTERTAINMENT, LLC

By: 

Name: Joseph G. Lubeck

Title: Executive Chairman

PALM BEACH INTERNATIONAL
RACEWAY, LLC

By: 

Name: Joseph G. Lubeck

Title: Executive Chairman

SOUTHWESTERN INTERNATIONAL
RACEWAY, LLC

By: 

Name: Joseph G. Lubeck

Title: Executive Chairman

MEMPHIS INTERNATIONAL RACEWAY,
LLC

By: 

Name: Joseph G. Lubeck

Title: Executive Chairman

MARYLAND INTERNATIONAL
RACEWAY, LLC

By: 

Name: Joseph G. Lubeck

Title: Executive Chairman

CORDOVA INTERNATIONAL RACEWAY,
LLC

By: 

Name: Joseph G. Lubeck

Title: Executive Chairman

INTERNATIONAL RACEWAY GROUP,
LLC

By: 

Name: Joseph G. Lubeck

Title: Executive Chairman

IRGSE PRODUCTIONS, LLC

By: 

Name: Joseph G. Lubeck

Title: Executive Chairman

IHRA PRODUCTIONS, LLC

By: 

Name: Joseph G. Lubeck

Title: Executive Chairman

DRIVE TV, LLC

By: 

Name: Joseph G. Lubeck

Title: Executive Chairman

IRG BRANDS, LLC

By: 

Name: Joseph G. Lubeck

Title: Executive Chairman

MOROSO INVESTMENT PARTNERS II,
LLC

By: 

Name: Joseph G. Lubeck

Title: Executive Chairman

MOROSO INVESTMENT PARTNERS III

By: 

Name: Joseph G. Lubeck

Title: Executive Chairman

PALM BEACH DRIVING CLUB, L.L.C.

By: 

Name: Joseph G. Lubeck

Title: Executive Chairman


RALLIES ELITE, LLC

By: 

Name: Joseph G. Lubeck



Title: Executive Chairman

SAN ANTONIO INTERNATIONAL RACEWAY,
LLC

By: 
Name: Joseph G. Lubeck
Title: Executive Chairman

Signature Page to Trademark Security Agreement

SCHEDULE A TO GRANT OF A SECURITY INTEREST

<u>Owner</u>	<u>Country</u>	<u>Mark</u>	<u>Registration No. or Serial No.</u>
Moroso Investment Partners, LLC (to be transferred to Palm Beach International Raceway, LLC)	US	PALM BEACH INTERNATIONAL RACEWAY	Reg. No. 3779802
Moroso Investment Partners, LLC (to be transferred to Palm Beach International Raceway, LLC)	US	PALM BEACH DRIVING CLUB	Reg. No. 3783077
Moroso Investment Partners, LLC (to be transferred to Palm Beach International Raceway, LLC)	US	TASTE OF THE TRACK	Reg. No. 3809667
Moroso Investment Partners, LLC (to be transferred to Palm Beach International Raceway, LLC)	US	PALM BEACH GRAND PRIX & Design 	Reg. No. 4131023
IHRA Entertainment, LLC	US	IHRA Motorsports & Design 	Reg. No. 2549883
IHRA Entertainment, LLC	US	INTERNATIONAL HOT ROD ASSOCIATION	Reg. No. 2892618
IHRA Entertainment, LLC	US	NITRO JAM	Reg. No. 3424802

<u>Owner</u>	<u>Country</u>	<u>Mark</u>	<u>Registration No. or Serial No.</u>
IHRA Entertainment, LLC	US	NITRO JAM	Reg. No. 3420790
IHRA Entertainment, LLC	US	NITRO JAM	Reg. No. 3782831
IHRA Entertainment, LLC	US	NITRO JAM	Reg. No. 3413160
Rallies Elite, LLC	US	RALLY ELITE	Serial No. 86167343
Rallies Elite, LLC	US	RALLIES ELITE	Serial No. 86167308
Rallies Elite, LLC	US	RALLIES QUARTERLY	Serial No. 86337831
Rallies Elite, LLC	US	ELITE RALLIES	Serial No. 86167371
Rallies Elite, LLC	US	ELITE RALLY	Serial No. 86167355
Rallies Elite, LLC	Madrid Protocol	RALLY ELITE	Serial No. 86167343