

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Turner Motorsport, Inc.		05/05/2015	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	TMS Racing, Inc.		
Street Address:	16 S. Hunt Road		
City:	Amesbury		
State/Country:	MASSACHUSETTS		
Postal Code:	01913		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4038086	TURNER MOTORSPORT	
Registration Number:	4038088	TURNER	
CORRESPONDENCE DATA			
Fax Number:	5087918502		
<i>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.</i>			
Phone:	508-781-8500		
Email:	trademarks@mirickoconnell.com		
Correspondent Name:	David L. Lougee, Esq.		
Address Line 1:	Mirick O'Connell DeMallie & Lougee LLP		
Address Line 2:	100 Front Street		
Address Line 4:	Worcester, MASSACHUSETTS 01608		
ATTORNEY DOCKET NUMBER:	15141-07004		
NAME OF SUBMITTER:	David L. Lougee		
SIGNATURE:	/David L. Lougee/		
DATE SIGNED:	05/07/2015		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

WHEREAS, Turner Motorsport, Inc., with a place of business at 16 S. Hunt Road, Amesbury, Massachusetts, ("ASSIGNOR"), owns all right, title, and interest in and to the trademarks and trademark registrations identified in Schedule A attached hereto and by this reference incorporated herein (the "Marks"), along with the goodwill of the business appurtenant to said Mark, and to which Marks pertain; and

WHEREAS, TMS Racing, Inc., with a place of business at 16 S. Hunt Road, Amesbury, Massachusetts, ("ASSIGNEE") is desirous of acquiring said Marks, along with the goodwill of the business appurtenant to said Marks, and to which Marks pertain; and

WHEREAS, ASSIGNOR has agreed to assign to ASSIGNEE its entire right, title and interest in and to the Marks, and the goodwill of the business appurtenant thereto, and to which the Marks pertain; and

WHEREAS, in order to effectuate ASSIGNOR's assignment of its entire right, title and interest in and to the Marks, and the goodwill of the business appurtenant thereto, and to which the Marks pertain, to ASSIGNEE, ASSIGNOR is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer to ASSIGNEE, its successors, assigns and legal representatives, its full and entire right, title and interest in and to the Marks identified in Schedule A, and the attendant goodwill symbolized by the Marks, and to which the Marks pertain, the same to vest in ASSIGNEE, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, infringement of the Marks, which actions and claims arose prior to the date of execution hereof.


ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish ASSIGNEE as owner of record of the Marks, as the case may be, in the United States.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office so that ASSIGNEE's ownership of the Marks is duly made of record in the United States.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

In Witness Whereof, I hereto set my hand and seal at County of Essex this 5TH day of May, 2015.

TURNER MOTORSPORT, INC.

By: 
William A. Turner, President

ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Essex, ss

On May 5 2015, before me personally appeared William A. Turner, known to me to be President, of Turner Motorsport, Inc., acknowledged to me that he signed this instrument as a free act on behalf of Turner Motorsport, Inc.

WITNESS my hand and official seal.


Notary Public

Printed Name: Leonard Nguyen

My Commission Expires: 10/22/2021

[Seal]

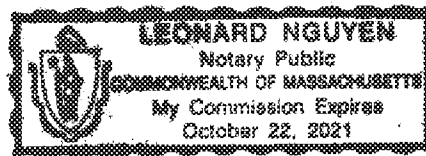


EXHIBIT A
United States Patent and Trademark Office
Registered Trademarks

MARK	Jurisdiction	Reg. or Serial No.	Date of Reg.	Goods
Turner Motorsport	USA	4,038,086	10/11/2011	Entertainment services, namely, participation in sports car races
Turner	USA	4,038,088	10/11/2011	Entertainment services, namely, participation in sports car races