

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349500

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BRICKYARD TRADEMARKS, INC.		07/24/2015	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INDIANA FINANCE AUTHORITY		
<b>Street Address:</b>	1 NORTH CAPITOL, SUITE 900		
<b>City:</b>	INDIANAPOLIS		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46204		
<b>Entity Type:</b>	A BODY CORPORATE AND POLITIC, NOT A STATE AGENCY: INDIANA		
<b>PROPERTY NUMBERS Total: 69</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2741625	500 FESTIVAL	
<b>Registration Number:</b>	2765924	500 FESTIVAL	
<b>Registration Number:</b>	1844394	BRICKYARD 400	
<b>Registration Number:</b>	1873417	BRICKYARD CROSSING	
<b>Registration Number:</b>	1924168	BRICKYARD CROSSING INDIANAPOLIS MOTOR SP	
<b>Registration Number:</b>	2779908	CARB DAY	
<b>Registration Number:</b>	815640		
<b>Registration Number:</b>	2806445		
<b>Registration Number:</b>	3734052	FREEDOM 100	
<b>Registration Number:</b>	1403479	GASOLINE ALLEY	
<b>Registration Number:</b>	1872545	GENTLEMEN START YOUR ENGINES	
<b>Registration Number:</b>	1771972	HOME OF THE 500	
<b>Registration Number:</b>	1192522	INDIANAPOLIS 500	
<b>Registration Number:</b>	1021234	INDIANAPOLIS 500	
<b>Registration Number:</b>	3738441	INDIANAPOLIS GP	
<b>Registration Number:</b>	3249706	INDIANAPOLIS MOTOR SPEEDWAY	
<b>Registration Number:</b>	970470	INDIANAPOLIS MOTOR SPEEDWAY	
<b>Registration Number:</b>	3208546	INDIANAPOLIS MOTOR SPEEDWAY	
<b>Registration Number:</b>	3251392	INDIANAPOLIS MOTOR SPEEDWAY	
<b>TRADEMARK</b>			

OP \$1740.00 2741625

Property Type	Number	Word Mark
Registration Number:	807810	INDIANAPOLIS MOTOR SPEEDWAY
Registration Number:	808494	INDIANAPOLIS MOTOR SPEEDWAY
Registration Number:	815638	INDIANAPOLIS MOTOR SPEEDWAY
Registration Number:	971243	INDIANAPOLIS MOTOR SPEEDWAY
Registration Number:	2127155	INDIANAPOLIS MOTOR SPEEDWAY
Registration Number:	2214672	INDIANAPOLIS MOTOR SPEEDWAY
Registration Number:	2731526	INDIANAPOLIS MOTOR SPEEDWAY
Registration Number:	4689142	INDIANAPOLIS MOTOR SPEEDWAY
Registration Number:	1855012	INDY
Registration Number:	1836834	INDY
Registration Number:	1924339	INDY
Registration Number:	3202138	INDY 500
Registration Number:	3245988	INDY 500
Registration Number:	1421104	INDY 500
Registration Number:	2696549	INDY 500
Registration Number:	4376476	INDY 500
Registration Number:	1876932	INDY CAR TRAVEL
Registration Number:	3976420	INDY IS RACING
Registration Number:	3544946	INDY LIGHTS
Registration Number:	2768850	INDY RACING EXPERIENCE
Registration Number:	1935122	INDY RACING LEAGUE
Registration Number:	1942387	INDY RACING LEAGUE
Registration Number:	2121634	INDY RACING LEAGUE
Registration Number:	2198670	INDY RACING LEAGUE
Registration Number:	2729453	INDYCAR
Registration Number:	1877676	INDYCAR
Registration Number:	2144812	INDYCAR
Registration Number:	2043378	IRL
Registration Number:	2913537	LEADERS CIRCLE
Registration Number:	1916914	LITTLE 500
Registration Number:	1833873	MINI INDY
Registration Number:	3622555	RACE CONTROL
Registration Number:	1403480	RACING CAPITAL OF THE WORLD
Registration Number:	3917004	ROAD TO INDY STARTS HERE
Registration Number:	3917005	ROAD TO INDY STARTS HERE
Registration Number:	4236731	SNAKE PIT
Registration Number:	1728302	THE BRICKYARD
Registration Number:	3232285	THE BRICKYARD

Property Type	Number	Word Mark
Registration Number:	1404402	THE CAPITOL OF AUTO RACING
Registration Number:	1396144	THE GREATEST RACE COURSE IN THE WORLD
Registration Number:	1661675	THE GREATEST SPECTACLE IN RACING
Registration Number:	1399860	THE GREATEST SPECTACLE IN RACING
Registration Number:	2279435	WHERE AMERICA LEARNED TO RACE
Registration Number:	2127170	BRICKYARD AUTHENTICS INDIANAPOLIS MOTOR
Registration Number:	4256650	SNAKE PIT IMS
Registration Number:	4395243	SNAKE PIT INDIANAPOLIS MOTOR SPEEDWAY
Registration Number:	2952312	SAFER
Registration Number:	4594665	KISS THE BRICKS
Registration Number:	4712154	GRAND PRIX OF INDIANAPOLIS
Registration Number:	4741113	GRAND PRIX OF INDIANAPOLIS

**CORRESPONDENCE DATA**

**Fax Number:** 3172369907

*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:** 317-635-8900

**Email:** 2700MARKET@BGDLEGAL.COM

**Correspondent Name:** DAVID A. ADAMS

**Address Line 1:** BINGHAM GREENEBAUM DOLL LLP

**Address Line 2:** 2700 MARKET TOWER, 10 WEST MARKET STREET

**Address Line 4:** INDIANAPOLIS, INDIANA 46204

<b>ATTORNEY DOCKET NUMBER:</b>	603476.100005
<b>NAME OF SUBMITTER:</b>	DAVID A. ADAMS
<b>SIGNATURE:</b>	/DAVID A. ADAMS/
<b>DATE SIGNED:</b>	07/28/2015

**Total Attachments: 16**

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"THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, MODIFIED, RESTATED OR REPLACED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT") DATED AS OF JUNE 23, 2015 AMONG INDIANAPOLIS MOTOR SPEEDWAY, LLC, AN INDIANA LIMITED LIABILITY COMPANY, HULMAN & COMPANY, AN INDIANA CORPORATION, KEYBANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION ("KEYBANK") AND KEY EQUIPMENT FINANCE, A DIVISION OF KEYBANK (TOGETHER WITH KEYBANK AND ANY FUTURE SENIOR LENDER PARTY THERETO, "SENIOR LENDER"), TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS TO THE "SENIOR INDEBTEDNESS" (AS DEFINED THEREIN); AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT."

### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 24, 2015, by **BRICKYARD TRADEMARKS, INC.**, a Nevada corporation (the "Grantor"), in favor of **INDIANA MOTORSPORTS COMMISSION**, established and existing pursuant to Indiana Code 5-1-17.5, as amended ("IMC"), and **INDIANA FINANCE AUTHORITY**, a body corporate and politic, not a State agency, but an independent instrumentality exercising essential public functions, organized and existing under IC 4-4-11, as amended, on behalf of itself and as collateral agent ("IFA" and in its capacity as collateral agent, "Collateral Agent", IMC and IFA are referred to herein, collectively, as "Secured Parties").

### RECITALS

A. Indianapolis Motor Speedway, LLC, an Indiana limited liability company ("IMS"), and Hulman & Company, an Indiana corporation (the "Company") have entered into a Development Agreement dated as of June 23, 2015 (as amended from time to time, the "Development Agreement") with Secured Parties, IFA, IMC, IMS and The Bank of New York Mellon Trust Company, N.A., as deposit trustee, have entered into a Deposit Agreement, dated as of July 1, 2015 (as amended and in effect from time to time, the "Deposit Agreement"), IFA and the Company have entered into a Ground Lease Agreement, dated as of June 23, 2015 (as amended and in effect from time to time, the "Ground Lease"), and IMC and the Company have entered into a Sublease Agreement, dated as of June 23, 2015 (as amended and in effect from time to time, the "Sublease"), pursuant to which the Company will receive financing to make certain improvements to the Indianapolis Motor Speedway (the "Financing"), subject to the terms and conditions and as further described therein.

B. The Grantor has entered into a Guaranty, dated as of July 24, 2015 (as amended and in effect from time to time, the "Guaranty") with Secured Parties, pursuant to which IMS's obligations owed to Secured Parties are guaranteed.

C. Pursuant to the Guaranty and the Development Agreement, the Grantor is required to execute and deliver to Secured Parties this Agreement.

D. Pursuant to the Intercreditor Agreement, the parties thereto have set forth the respective rights and remedies as between KeyBank, Key Equipment and any future Senior Lenders (as defined therein) party thereto from time to time as the senior secured parties and IFA and IMC as the subordinated secured parties; and

In consideration of the mutual agreements set forth herein and in the Development Agreement, Ground Lease, Sublease, the Guaranty and IFA Security Documents the parties hereto agree as follows:

1. Grantor does hereby grant to Collateral Agent for the benefit of the Secured Parties to secure the payment and performance in full of all of the obligations of the Grantor, IMS and Hulman under the Development Agreement, the Deposit Agreement, the Ground Lease, the Sublease, the Guaranty and the IFA Security Documents, in each case as from time to time renewed, extended, amended, restated or modified (collectively, the "Obligations"), 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:

(a) 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;

(b) each trademark license, including, without limitation, each trademark license listed on **Schedule 1** annexed hereto, together with all goodwill associated therewith; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the 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").

(d) Notwithstanding anything herein to the contrary, the security interests, pledges and collateral assignments granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the terms of the Intercreditor Agreement, and it is the understanding of the parties that the security interests, pledges and collateral assignments granted pursuant to this Agreement shall during any period in which Senior Indebtedness (as defined in the Intercreditor Agreement) has not been Finally Paid (as defined in the Intercreditor Agreement) be subject and subordinate to the liens granted to the Senior Lenders to secure the Senior Indebtedness pursuant to the Senior Loan Documents (as defined in the Intercreditor Agreement). Any reference in this Agreement to "second priority status", "junior priority status", "subordinated" or words of similar effect, in describing any of the security interests, pledges and collateral assignments created hereunder shall be understood to refer to the subordinated of the Secured Parties rights and priorities as set forth in the Intercreditor Agreement.

2. Grantor hereby represents, warrants, covenants and agrees as follows:

(a) Grantor has the sole, full and clear title to the Trademark Collateral in the United States, subject only to Permitted Liens (as defined in the Development Agreement), for the goods and services on which they are used by Grantor, and the registrations thereof as set forth in **Schedule 1** are valid and subsisting and in full force and effect;

(b) Grantor will perform all acts and execute all documents, including, without limitation, assignments for security in form suitable for filing with the United States Patent and Trademark Office and state and local governments in the United States and in other countries requested by the Collateral Agent at any time to evidence, perfect, maintain, record and enforce the Collateral Agent's interest in the Trademark Collateral or otherwise in furtherance of the provisions of this Agreement, and Grantor hereby authorizes the Bank to execute and file one or more financing statements (and similar documents) or copies thereof or of this Agreement with respect to the Trademark Collateral signed only by the Collateral Agent;

(c) Grantor (either itself or through permitted licensees) will continue to use the Trademark Collateral on services and goods applicable to its current line, to maintain the Trademark Collateral and their registrations in full force free from any claim of abandonment for nonuse, in each case, to the extent necessary for the conduct of IMS's, the Company's or any Related Party's (as defined in the Development Agreement) business (as determined by the Grantor or its permitted licensees in their reasonable discretion). Except to the extent Grantor determines in its reasonable discretion that any Trademark Collateral or its registration is not necessary for the conduct of IMS's, the Company's or any Related Party's business, Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark Collateral or its registration may become invalidated;

(d) Grantor will promptly pay the Secured Parties for any and all sums, costs, and expenses which they may pay or incur pursuant to the provisions of this Agreement or in enforcing the Obligations (as defined in the Guaranty) or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable travel, and reasonable attorneys' fees, all of which shall be part of the Obligations and be payable on demand;

(e) No less frequently than annually, Grantor shall inform the Collateral Agent of all applications for any trademark registration with the United States Patent and Trademark Office or any similar office or agency in any state of the United States or in any other country or any political subdivision thereof filed by Grantor, either itself or through any agent, employee, licensee or designee during the preceding year. Upon request of the Collateral Agent, Grantor shall execute and deliver any and all assignments, agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's interest in such trademark(s) and the goodwill and general intangibles of Grantor relating thereto or represented thereby as established under this Agreement and Grantor hereby constitutes the Collateral Agent its attorney-in-fact to execute and record all such writings for the foregoing purpose, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full. Grantor hereby authorizes

Collateral Agent to modify this Agreement by amending Schedule I to include any future Trademark Collateral as provided under this subsection (e);

(f) Grantor has the right and power to make the assignment and to grant the security interest herein granted, and the Trademark Collateral is not now, and at all times will not be, subject to any Liens (as defined in the Development Agreement) except for Permitted Liens (as defined in the Development Agreement);

(g) Except to the extent that the Collateral Agent, upon prior written notice of Grantor, shall consent or as otherwise permitted by the Development Agreement, Intercreditor Agreement or this Agreement, Grantor will not assign, sell, lease, transfer, grant a Lien upon, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Trademark Collateral, and nothing in this Agreement shall be deemed a consent by the Collateral Agent to any such action except as expressly permitted herein or therein; provided, however, that Grantor may grant licenses, whether exclusive or non-exclusive, to any of the Trademark Collateral in the ordinary course of its business;

(h) As of the date hereof Grantor has no trademark registrations in, or the subject of pending applications in, the United States Patent and Trademark Office other than those described in Schedule I hereto;

(i) Grantor will take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to maintain each application and registration of the Trademark Collateral, including, without limitation, if applicable, paying of maintenance fees, applications for extensions, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under paragraph 2(c) hereof);

(j) Grantor assumes all responsibility and liability arising from the use of its Trademark Collateral, and Grantor hereby indemnifies and holds Secured Parties harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted or sold by Grantor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Grantor (or any affiliate or subsidiary thereof). Grantor agrees that Secured Parties do not assume, and shall have no responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Trademark Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by Grantor, and Grantor hereby agrees to indemnify and hold the Secured Parties harmless with respect to any and all claims by any person relating thereto; and

(k) Secured Parties may, in their discretion, pay any amount or do any act required of Grantor hereunder or requested by Secured Parties to preserve, defend, protect, maintain, record or enforce Grantor's obligations contained herein, the Trademark Collateral, or the right, title and interest granted to Collateral Agent herein, and which Grantor fails to do or pay.



3. Upon the occurrence of an IMS and Company Event of Default (as defined in the Development Agreement), which permits the Secured Parties to exercise the right to proceed to protect and enforce their rights by means of Additional Remedies (as defined in the Development Agreement) (whenever used herein, the term "Event of Default" having such meaning), in addition to all other rights and remedies of the Secured Parties, whether under law, the Development Agreement or otherwise, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently, without (except as provided herein) notice to, or consent by, Grantor, the Collateral Agent shall have the following rights and remedies, which may be exercised only to the extent the Secured Parties have the right to exercise Additional Remedies (as defined in the Development Agreement) under the Development Agreement:

(a) Intentionally Omitted;

(b) The Collateral Agent may, at any time and from time to time, upon ten (10) days' prior notice to Grantor, license, whether on an exclusive or non-exclusive basis, any of the Trademark Collateral, anywhere in the world for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its sole discretion determine;

(c) The Collateral Agent may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of Grantor in, to and under any one or more license agreements with respect to the Trademark Collateral, and take or refrain from taking any action under any thereof, and Grantor hereby releases the Collateral Agent and Secured Parties from, and agrees to hold the Collateral Agent free and harmless from and against any claims arising out of, any action taken or omitted to be taken with respect to any such license agreement;

(d) The Collateral Agent may, at any time and from time to time, upon ten (10) days' prior notice to Grantor, assign, sell, buy, or otherwise dispose of, the Trademark Collateral or any of it, either with or without special or other conditions or stipulations, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which the Collateral Agent shall, in its sole discretion, deem appropriate or proper; and

(e) In addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Trademark Collateral pursuant to subparagraph 3(d) hereof, the Collateral Agent may, at any time, pursuant to the authority granted in the Power(s) of Attorney described in paragraph 4 hereof (such authority becoming effective on the occurrence or continuation as hereinabove provided of an Event of Default), execute and deliver on behalf of Grantor, one or more instruments of assignment of the Trademark Collateral, in form suitable for filing, recording or registration in any country. Grantor agrees to pay when due all reasonable costs incurred in any such transfer of the Trademark Collateral, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Obligations. The Collateral Agent shall apply the proceeds actually received from any such license, assignment, sale or other disposition to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, reasonable travel and other expenses which may, be

incurred by the Collateral Agent, and then to the Obligations, in such order as the Collateral Agent may desire, and Grantor shall remain liable and will pay the Collateral Agent on demand any deficiency remaining. Nothing herein contained shall be construed as requiring the Collateral Agent to take any such action at any time.

(f) Notwithstanding anything to the contrary herein, the rights of the Collateral Agent and Secured Parties under this Paragraph 3 are subject to the Intercreditor Agreement and Development Agreement

4. Upon the occurrence and during the continuation of an Event of Default, Grantor hereby appoints and constitutes Collateral Agent its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Grantor; subject to the Intercreditor Agreement and Development Agreement:

(a) For the purpose of assigning, selling or otherwise disposing of all right, title and interest of Grantor in and to any of the Trademark Collateral, and all registrations, recordings and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering, filing and prosecution of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

(b) To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Bank may in its sole discretion determine.

This power of attorney may not be revoked until the payment in full of all Obligations.

5. This Agreement shall be delivered and accepted in and shall be deemed to be contracts made under and governed by the internal laws of the State of Indiana applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF INDIANA OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF INDIANA. THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF INDIANA AND OF THE UNITED STATES DISTRICT FOR THE SOUTHERN DISTRICT OF INDIANA FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE PARTIES FURTHER IRREVOCABLY CONSENT TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF INDIANA. EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OR ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

6. EACH PARTY, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY OF THE OTHER OBLIGATIONS, THE COLLATERAL OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH THE PARTIES HERETO ARE ADVERSE PARTIES, AND EACH AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Upon (a) the payment in full of the Obligations and the cancellation or termination of the commitments relating to the Obligations (whether by way of payment of the Termination Option Amount or otherwise), (b) the occurrence of the Incorporated Provision Expiration Date, (c) the making of a Status Quo Reserve Deposit or (d) the merger (where the Grantor is the non-surviving entity and either the surviving entity is a primary obligor or guarantor of the Obligations or the surviving entity becomes a primary obligor or guarantor of the Obligations), dissolution or sale of the equity of the Grantor, in each case that is permitted under the Development Agreement, the security interest and collateral assignment granted hereby shall automatically terminate hereunder and of record. Upon any such termination, the Collateral Agent shall execute and deliver to the Grantor or otherwise authorize the filing of such documents as the Grantor shall reasonably request, including financing statement amendments to evidence such termination. The Collateral Agent shall execute and deliver or otherwise authorize the filing of such documents as the Grantor shall reasonably request, in form and substance reasonably satisfactory to the Secured Parties, including financing statement amendments to evidence such release.

8. This Agreement and all rights and obligations hereunder shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of the Collateral Agent, the Secured Parties and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Grantor acknowledges receipt of a copy of this Agreement. Notwithstanding anything contained herein to the contrary, any reference in this Agreement to the Intercreditor Agreement shall not be construed in any manner that would have the effect of amending, supplementing or otherwise modifying any of the terms of the Intercreditor Agreement, including without limitation the imposition of additional rights or limitations on the exercise of rights or remedies provided for in the Intercreditor Agreement.

9. IMC and IFA hereby appoint IFA to act as collateral agent with respect to the rights of the Secured Parties hereunder. IFA hereby agrees to act in its capacity as Collateral Agent upon the express conditions contained herein, and will not take any action as Collateral Agent hereunder without the prior consent of IMC and IFA. Subject to the foregoing, IMC and IFA irrevocably authorize IFA as Collateral Agent (a) to take such action as Collateral Agent hereunder on IMC's and IFA's behalf and to exercise such powers, rights and remedies hereunder

as are specifically delegated or granted to IFA as Collateral Agent by the terms hereof, together with such powers, rights and remedies as are reasonably incidental thereto and (b) to enter into any other documents as shall be necessary to give effect to the ranking and priority of the Obligations contemplated by the Intercreditor Agreement.

[Signature Page Follows]

The Parties have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**BRICKYARD TRADEMARKS, INC,** a Nevada corporation

By: Cynthia L. Lucchese  
Cynthia L. Lucchese  
Chief Financial Officer and Treasurer

Accepted:  
"IFA"

"IMC"

**INDIANA FINANCE AUTHORITY**

**INDIANA MOTORSPORTS COMMISSION**

By: \_\_\_\_\_  
Brian E. Bailey  
Chairman

By: \_\_\_\_\_  
Micah G. Vincent  
Chairman

Attest: \_\_\_\_\_  
Dennis L. Bassett  
Public Finance Director of the State of Indiana

STATE OF INDIANA )  
) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Cynthia L. Lucchese, the Chief Financial Officer and Treasurer of Brickyard Trademarks, Inc., a Nevada corporation, who, having been duly sworn, acknowledged the execution of the foregoing Trademark Security Agreement for and on behalf of such entity as such officer.

WITNESS my hand and Notarial Seal this 16<sup>th</sup> day of July, 2015.



Angela Christine McCarty  
Notary Public - Indiana  
County of Marion  
My Comm. Expires: Feb. 27, 2017

Angela C. McCarty  
Notary Public  
Angela C. McCarty  
Notary Public (Printed)

My Commission Expires:  
2/27/17

My County of Residence:  
Marion

[Signature Page to BTI Trademark Security Agreement]

The Parties have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**BRICKYARD TRADEMARKS, INC,** a Nevada corporation

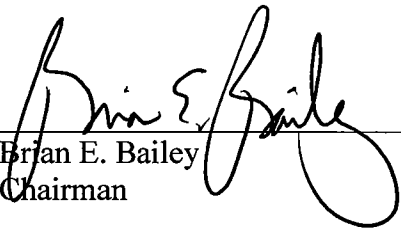
By: \_\_\_\_\_  
Cynthia L. Lucchese  
Chief Financial Officer and Treasurer

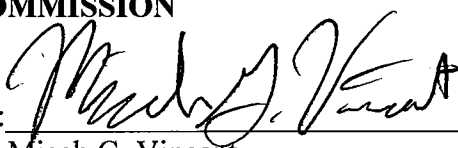
Accepted:  
"IFA"


"IMC"

**INDIANA FINANCE AUTHORITY**

**INDIANA MOTORSPORTS COMMISSION**

By:  \_\_\_\_\_  
Brian E. Bailey  
Chairman

By:  \_\_\_\_\_  
Micah G. Vincent  
Chairman

Attest:  \_\_\_\_\_  
Dennis L. Bassett  
Public Finance Director of the State of Indiana

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF MARION                )

Before me, a Notary Public in and for said County and State, personally appeared Cynthia L. Lucchese, the Chief Financial Officer and Treasurer of Brickyard Trademarks, Inc., a Nevada corporation, who, having been duly sworn, acknowledged the execution of the foregoing Trademark Security Agreement for and on behalf of such entity as such officer.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of July, 2015.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public (Printed)

My Commission Expires:

My County of Residence:

\_\_\_\_\_




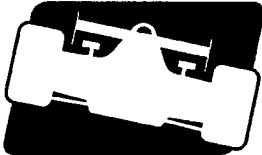
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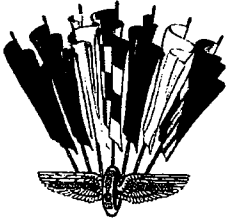
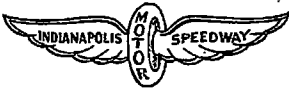


*[Signature Page to BTI Trademark Security Agreement]*

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**



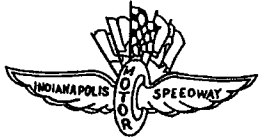
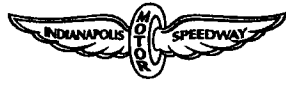
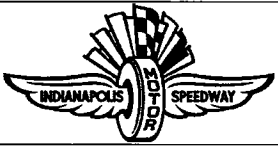
**Trademarks**





**Trademarks**





<b>TRADEMARK</b>	<b>COUNTRY or STATE</b>	<b>REGISTRATION NUMBER</b>	<b>OWNER</b>
	US	2,741,625	Brickyard Trademarks Inc.
500 FESTIVAL	US	2,765,924	Brickyard Trademarks Inc.
BRICKYARD 400	US	1,844,394	Brickyard Trademarks Inc.
BRICKYARD CROSSING	US	1,873,417	Brickyard Trademarks Inc.
	US	1,924,168	Brickyard Trademarks Inc.
CARB DAY	US	2,779,908	Brickyard Trademarks Inc.
	US	815,640	Brickyard Trademarks Inc.
	US	2,806,445	Brickyard Trademarks Inc.
FREEDOM 100	US	3,734,052	Brickyard Trademarks Inc.

TRADEMARK	COUNTRY or STATE	REGISTRATION NUMBER	OWNER
GASOLINE ALLEY	US	1,403,479	Brickyard Trademarks Inc.
GENTLEMEN START YOUR ENGINES	US	1,872,545	Brickyard Trademarks Inc.
HOME OF THE 500	US	1,771,972	Brickyard Trademarks Inc.
INDIANAPOLIS 500	US	1,192,522	Brickyard Trademarks Inc.
INDIANAPOLIS 500	US	1,021,234	Brickyard Trademarks Inc.
INDIANAPOLIS GP	US	3,738,441	Brickyard Trademarks Inc.
INDIANAPOLIS MOTOR SPEEDWAY	US	3,249,706	Brickyard Trademarks Inc.
	US	970,470	Brickyard Trademarks Inc.
	US	3,208,546	Brickyard Trademarks Inc.
	US	3,251,392	Brickyard Trademarks Inc.
	US	807,810	Brickyard Trademarks Inc.
	US	808,494	Brickyard Trademarks Inc.
	US	815,638	Brickyard Trademarks Inc.



TRADEMARK	COUNTRY or STATE	REGISTRATION NUMBER	OWNER
	US	971,243	Brickyard Trademarks Inc.
	US	2,127,155	Brickyard Trademarks Inc.
	US	2,214,672	Brickyard Trademarks Inc.
	US	2,731,526	Brickyard Trademarks Inc.
	US	4,689,142	Brickyard Trademarks Inc.
INDY	US	1,855,012	Brickyard Trademarks Inc.
INDY	US	1,836,834	Brickyard Trademarks Inc.
INDY	US	1,924,339	Brickyard Trademarks Inc.
INDY 500	US	3,202,138	Brickyard Trademarks Inc.
INDY 500	US	3,245,988	Brickyard Trademarks Inc.
INDY 500	US	1,421,104	Brickyard Trademarks Inc.
INDY 500	US	2,696,549	Brickyard Trademarks Inc.
INDY 500	US	4,376,476	Brickyard Trademarks, Inc.
INDY CAR TRAVEL	US	1,876,932	Brickyard Trademarks Inc.
INDY IS RACING	US	3,976,420	Brickyard Trademarks Inc.
INDY LIGHTS	US	3,544,946	Brickyard Trademarks Inc.

TRADEMARK	COUNTRY or STATE	REGISTRATION NUMBER	OWNER
INDY RACING EXPERIENCE	US	2,768,850	Brickyard Trademarks Inc.
INDY RACING LEAGUE	US	1,935,122	Brickyard Trademarks Inc.
	US	1,942,387	Brickyard Trademarks Inc.
	US	2,121,634	Brickyard Trademarks Inc.
	US	2,198,670	Brickyard Trademarks Inc.
INDYCAR	US	2,729,453	Brickyard Trademarks Inc.
INDYCAR	US	1,877,676	Brickyard Trademarks Inc.
INDYCAR	US	2,144,812	Brickyard Trademarks Inc.
IRL	US	2,043,378	Brickyard Trademarks Inc.
LEADERS CIRCLE	US	2,913,537	Brickyard Trademarks Inc.
LITTLE 500	US	1,916,914	Brickyard Trademarks Inc.
MINI INDY	US	1,833,873	Brickyard Trademarks Inc.
RACE CONTROL	US	3,622,555	Brickyard Trademarks Inc.
RACING CAPITAL OF THE WORLD	US	1,403,480	Brickyard Trademarks Inc.
	US	3,917,004	Brickyard Trademarks Inc.

TRADEMARK	COUNTRY or STATE	REGISTRATION NUMBER	OWNER
	US	3,917,005	Brickyard Trademarks Inc.
SNAKE PIT	US	4,236,731	Brickyard Trademarks Inc.
THE BRICKYARD	US	1,728,302	Brickyard Trademarks Inc.
THE BRICKYARD	US	3,232,285	Brickyard Trademarks Inc.
THE CAPITOL OF AUTO RACING	US	1,404,402	Brickyard Trademarks Inc.
THE GREATEST RACE COURSE IN THE WORLD	US	1,396,144	Brickyard Trademarks Inc.
THE GREATEST SPECTACLE IN RACING	US	1,661,675	Brickyard Trademarks Inc.
THE GREATEST SPECTACLE IN RACING	US	1,399,860	Brickyard Trademarks Inc.
WHERE AMERICA LEARNED TO RACE	US	2,279,435	Brickyard Trademarks Inc.
	US	2,127,170	Brickyard Trademarks Inc.
	US	4,256,650	Brickyard Trademarks Inc.
	US	4,395,243	Brickyard Trademarks Inc.

<b>TRADEMARK</b>	<b>COUNTRY or STATE</b>	<b>REGISTRATION NUMBER</b>	<b>OWNER</b>
SAFER	US	2,952,312	Brickyard Trademarks Inc.
KISS THE BRICKS	US	4,594,665	Brickyard Trademarks Inc.
GRAND PRIX OF INDIANAPOLIS	US	4,712,154	Brickyard Trademarks Inc.
GRAND PRIX OF INDIANAPOLIS	US	4,741,113	Brickyard Trademarks Inc.