

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350243

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phoenix Speedway, LLC		07/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Jose Febrillet		
Street Address:	528 Benine Rd.		
City:	Westbury		
State/Country:	NEW YORK		
Postal Code:	11590		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2062689	COPPER WORLD CLASSIC	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	404-881-7000		
Email:	betsy.perkins@alston.com		
Correspondent Name:	Nadya Munasifi Sand		
Address Line 1:	1201 W. Peachtree Street		
Address Line 2:	c/o Alston & Bird LLP		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
ATTORNEY DOCKET NUMBER:	021380/238793		
NAME OF SUBMITTER:	Nadya Munasifi Sand		
SIGNATURE:	/Nadya Munasifi Sand/		
DATE SIGNED:	08/04/2015		
Total Attachments: 4			
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source=COPPER WORLD CLASSIC Assignment#page3.tif			

OP \$40.00 2062689

AGREEMENT AND ASSIGNMENT

This Agreement and Assignment ("Agreement") is entered into as of July _____, 2015, by and between Phoenix Speedway, LLC, and Jose Febrillet, (collectively the "Parties") and is made with respect to the following facts and circumstances:

WHEREAS, Phoenix Speedway, LLC is the owner of the registered trademark COPPER WORLD CLASSIC®, Registration N° 2,062,689 for "Clothing, namely T-shirts, sweat shirts, tank tops and hats," in International Class 025 and "Organizing and conducting entertainment exhibitions in the nature of automobile and truck racing events," in International Class 041. ("Trademark");

WHEREAS, Phoenix Speedway, LLC desires to sell and assign the Trademark to Jose Febrillet;

WHEREAS, Jose Febrillet wishes to purchase the Trademark from Phoenix Speedway, LLC;

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants contained in this Agreement, and for other further, good and valuable consideration, Phoenix Speedway, LLC and Jose Febrillet agree as follows:

1. Agreement

Jose Febrillet agrees, to pay Phoenix Speedway, LLC the sum of USD1040.00 in exchange for the assignment of the Trademark and goodwill associated therewith. Jose Febrillet will disburse the funds within two (2) business days of execution of this Agreement and Phoenix Speedway, LLC will file the Trademark Assignment attached hereto as Exhibit A within five (5) business days of receiving full payment.

2. Assignment of Trademark

Phoenix Speedway, LLC hereby assigns to Jose Febrillet all right, title and interest in and to said Trademark and said registration therefor, together with the goodwill of the business symbolized by said trademark. Simultaneously with the execution of this Agreement, Phoenix Speedway, LLC will execute the Trademark Assignment attached hereto as Exhibit A.

3. Confidentiality

The Parties and their respective employees, officers, directors, attorneys, agents and representatives shall keep confidential and not disclose, publicize, or cause to be publicized, to any person or entity, any of the terms of this Agreement, except that any of the Parties or their counsel may disclose the terms of this Agreement, but only to the extent authorized or required: (a) pursuant to a court order; (b) to any Party's accountants, financial advisors, or attorneys or to any taxing authority in connection with an audit or examination by such taxing authority; (c) if and to the extent required under state or federal securities laws or in accordance with the rules and procedures of any exchange or other regulatory body; (d) if and to the extent required in connection

with a sale or potential sale of all or substantially all of a Party's assets or stock or (e) if disclosure is necessary in a judicial action to enforce the terms of the Agreement.

4. Choice of Law

The Parties agree that in the event that any legal action, suit, or proceeding is brought against either of them arising out of or in connection with this Agreement or disputes relating to this Agreement, it shall be brought exclusively in the state or federal courts located in Nassau County, New York and the Parties hereby irrevocably accept and submit to the exclusive jurisdiction in personam and waive any and all objections to the exercise of such jurisdiction, including any objections based upon *forum non conveniens* or venue. The Parties further agree that the laws of the State of New York shall apply.

5. Severability

The provisions of this Agreement are severable, and in the event that any provision thereof is determined to be invalid or unenforceable, such invalidity or unenforceability will not in any way affect the validity or enforceability of the remaining provisions.

6. Construction

This Agreement shall not be construed against the Party preparing it but shall be construed as if all Parties, and each of them, jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one Party.

7. Binding Agreement

This Agreement shall be binding upon and inure to the benefit of the Parties and each of their respective present, former and future heirs, executors, administrators, agents, servants, attorneys, representatives, directors, officers, employees, successors, predecessors, affiliated companies, parents, subsidiaries, shareholders and assigns.

8. Amendment

This Agreement cannot be altered, amended or modified in any respect, except by a writing duly signed by the Party against whom the alteration, amendment or modification is to be charged. All prior agreements and understandings, whether written or oral, are expressly superseded hereby and are of no further force or effect.

9. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter thereof and supersedes all prior agreements.

10. Counterparts; PDF; Fax

This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument. In addition to

any other lawful means of execution or delivery, this Agreement may be executed by (a) exchanging portable document format (PDF) images by email; or (b) facsimile signatures.

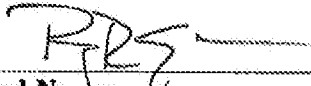
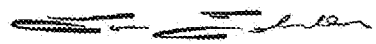
11. Attorney's Fees

The Parties agree that in the event that any legal action, suit, or proceeding is brought against either of them arising out of or in connection with this Agreement or disputes relating to this Agreement, that the successful party shall be entitled to recover all of its costs and expenses, including, without limitation, reasonable costs and attorney's fees, including, without limitation, reasonable fees for in house counsel.

ACKNOWLEDGED AND AGREED:

Phoenix Speedway, LLC

Jose Febrillet

Signature: 	Signature: 
Printed Name: Bryan Sperber	Printed Name: Jose Febrillet
Title: Self	Title: Individual
Date Signed: July 15, 2015	Date Signed: July 15, 2015

U.S. TRADEMARK ASSIGNMENT


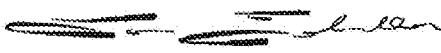
Mark: COPPER WORLD CLASSIC®
 Registration N°: 2,062,689
 Filing Date: October 17, 1995
 Assignor: Phoenix Speedway, LLC
 Assignee: Jose Febrillet

Phoenix Speedway, LLC ("Assignor"), a Delaware limited liability company, is the owner of the aforementioned trademark and Jose Febrillet ("Assignee"), an individual, is desirous of acquiring said mark effective July 15, 2015.

In consideration of one thousand and forty dollars (USD 1040.00) and other good and valuable consideration, Assignor hereby assigns to Assignee all right, title and interest in and to said trademark and the registration resulting therefrom, together with the goodwill of the business symbolized by said mark.

Phoenix Speedway, LLC

Jose Febrillet

Signature: 	Signature: 
Printed Name: Bryan Sperber	Printed Name: Jose Febrillet
Title: Self	Title: Individual
Date Signed: July 15, 2015	Date Signed: 7/15/2015