

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cavaho, LLC		02/06/2018	Limited Liability Company: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Speedway Motors, Inc.		
Street Address:	340 Victory Lane		
City:	Lincoln		
State/Country:	NEBRASKA		
Postal Code:	68528		
Entity Type:	Corporation: NEBRASKA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5106265	MYRACEPASS	
CORRESPONDENCE DATA			
Fax Number:	4023909005		
<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:	4023909500		
Email:	ip@koleyjessen.com		
Correspondent Name:	Roberta L. Christensen		
Address Line 1:	1125 S 103rd Street		
Address Line 2:	One Pacific Place, Suite 800		
Address Line 4:	Omaha, NEBRASKA 68124		
NAME OF SUBMITTER:	Roberta L. Christensen		
SIGNATURE:	/rlc/		
DATE SIGNED:	02/06/2018		
Total Attachments: 4			
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OP \$40.00 5106265

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Trademark Security Agreement"), dated as of February 6, 2018, is made by and between Cavaho, LLC, a South Dakota limited liability company (the "Borrower") and Speedway Motors, Inc., a Nebraska corporation (the "Lender").

WHEREAS, the Lender has made a loan to the Borrower pursuant to a Promissory Note dated concurrently herewith (the "Promissory Note"), issued by the Borrower and payable to the Lender;

WHEREAS, the Borrower's obligations pursuant to the Promissory Note are secured by a Security Agreement, dated concurrently herewith (the "Security Agreement"), by the Borrower in favor of the Lender; and

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Lender a security interest in, among other property, the Trademark (defined below), and has agreed to execute and deliver this Trademark Security Agreement for recording with federal and state governmental authorities, including but not limited to the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees as follows:

1. Grant of Security. Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of such Borrower in, to and under the following (the "Trademark Collateral"):

- (a) the United States trademark "MYRACEPASS", Registration Number 5,106,265 (the "Trademark"), together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

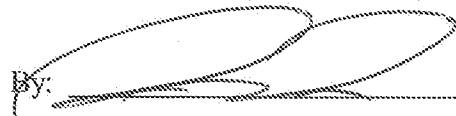
2. Recordation. Borrower authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into in conjunction with the Promissory Note and the Security Agreement, which is hereby incorporated by reference.
4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Nebraska, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nebraska or any other jurisdiction).

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Cavaho, LLC, Borrower

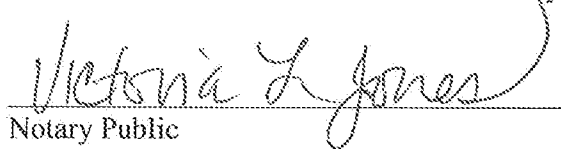
By: 

Name: Joshua Holt

Title: Co-Founder

State of Nebraska)
) ss.
County of Lancaster)

On this 6th day of February, 2018, before a Notary Public in and for the county and state aforesaid, appeared Joshua Holt, to me personally known to be the signer of the foregoing instrument, and acknowledged execution of said instrument as a free and voluntary act for the uses and purposes therein expressed.


Notary Public

