

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM743898

|   |   |                         |  |
|---|---|-------------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT  |                         |  |
| <b>NATURE OF CONVEYANCE:</b>  | First Amendment to Intellectual Property Security Agreement |                         |  |
| <b>CONVEYING PARTY DATA</b>   |   |                         |  |
| <b>Name</b>   | <b>Formerly</b>   | <b>Execution Date</b>   | <b>Entity Type</b>                     |
| CIRCUIT OF THE AMERICAS<br>LLC  |   | 07/20/2022              | Limited Liability Company:<br>DELAWARE |
| ACCELERATOR LAND<br>SERVICES, LLC   |   | 07/20/2022              | Limited Liability Company:<br>TEXAS    |
| <b>RECEIVING PARTY DATA</b>   |   |                         |  |
| <b>Name:</b>  | TEXAS CAPITAL BANK, as Administrative Agent                 |                         |  |
| <b>Street Address:</b>  | 2350 LAKESIDE BLVD.   |                         |  |
| <b>Internal Address:</b>  | SUITE 800   |                         |  |
| <b>City:</b>  | RICHARDSON  |                         |  |
| <b>State/Country:</b>   | TEXAS   |                         |  |
| <b>Postal Code:</b>   | 75082   |                         |  |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES                 |                         |  |
| <b>PROPERTY NUMBERS Total: 4</b>  |   |                         |  |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>        |  |
| <b>Serial Number:</b>   | 85281232  | CIRCUIT OF THE AMERICAS |  |
| <b>Serial Number:</b>   | 85281259  | CIRCUIT OF THE AMERICAS |  |
| <b>Serial Number:</b>   | 85976372  | CIRCUIT OF THE AMERICAS |  |
| <b>Serial Number:</b>   | 85531850  |                         |  |
| <b>CORRESPONDENCE DATA</b>  |   |                         |  |
| <b>Fax Number:</b>  | 2147455390  |                         |  |
| <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> |   |                         |  |
| <b>Phone:</b>   | 2147455612  |                         |  |
| <b>Email:</b>   | ngraham@winstead.com  |                         |  |
| <b>Correspondent Name:</b>  | Nancy Graham c/o WINSTEAD PC                                |                         |  |
| <b>Address Line 1:</b>  | 2728 N. Harwood Street                                      |                         |  |
| <b>Address Line 2:</b>  | Suite 500   |                         |  |
| <b>Address Line 4:</b>  | Dallas, TEXAS 75201   |                         |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 13278-981   |                         |  |
| <b>NAME OF SUBMITTER:</b>   | Nancy Graham  |                         |  |

CH \$115.00 85281232

|   |                |
|---|----------------|
| <b>SIGNATURE:</b>   | /Nancy Graham/ |
| <b>DATE SIGNED:</b>   | 07/27/2022     |
| <b>Total Attachments: 10</b><br>source=08. First Amendment to Intellectual Property Security Agreement - Executed#page1.tif<br>source=08. First Amendment to Intellectual Property Security Agreement - Executed#page2.tif<br>source=08. First Amendment to Intellectual Property Security Agreement - Executed#page3.tif<br>source=08. First Amendment to Intellectual Property Security Agreement - Executed#page4.tif<br>source=08. First Amendment to Intellectual Property Security Agreement - Executed#page5.tif<br>source=08. First Amendment to Intellectual Property Security Agreement - Executed#page6.tif<br>source=08. First Amendment to Intellectual Property Security Agreement - Executed#page7.tif<br>source=08. First Amendment to Intellectual Property Security Agreement - Executed#page8.tif<br>source=08. First Amendment to Intellectual Property Security Agreement - Executed#page9.tif<br>source=08. First Amendment to Intellectual Property Security Agreement - Executed#page10.tif |                |

## FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment"), dated as of July 20, 2022, among CIRCUIT OF THE AMERICAS LLC, a Delaware limited liability company ("COTA"), ACCELERATION LAND SERVICES, LLC, a Texas limited liability company ("ALS", together with COTA, the "Companies" and each, a "Company"), and Texas Capital Bank, as Administrative Agent (in such capacity, the "Administrative Agent").

### R E C I T A L S

A. COTA, the Lenders, and the Administrative Agent are parties to that certain Credit Agreement dated as of the date hereof (as the same has been or may be amended, restated or modified from time to time, the "Credit Agreement"), which amends, restates and modifies (but does not extinguish or novate) the Existing Credit Agreement (as defined in the Credit Agreement), which in turn amended, restated and modified (but did not extinguish or novate) the Prior Credit Agreement (as defined in the Credit Agreement), which in turn amended, restated and modified (but did not extinguish or novate) the Original Credit Agreement (as defined in the Credit Agreement).

B. The Companies and the Administrative Agent are parties to that certain Intellectual Property Security Agreement, dated as of August 29, 2012 (as the same has been or may be amended, restated, supplemented or modified from time to time, the "IP Security Agreement").

C. The parties desire to amend the IP Security Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I

#### Definitions

Section 1.1 Defined Terms. All terms used herein which are defined in the IP Security Agreement shall have the same meanings when used herein, unless the context hereof otherwise requires or provides.

### ARTICLE II

#### Amendments

Section 2.1 Amendment to IP Security Agreement. Effective as of the date hereof, all references in the IP Security Agreement to:

(a) "JPMorgan Chase Bank, N.A." as the Administrative Agent shall be amended and instead deemed to be references to "Texas Capital Bank"; and

(b) "Credit Agreement" shall be amended and instead deemed to be references to the Credit Agreement as defined herein.

Section 2.2 Amendment to Section 3.5 of the IP Security Agreement. Effective as of the date hereof, Section 3.5 of the IP Security Agreement is amended and restated to read in its entirety as follows:

3.5 Governing Law. This Agreement and the other Loan Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the Laws of the State of Texas (without reference to applicable rules of conflicts of Laws).

Section 2.3 Additions to Section 3 of the IP Security Agreement. Effective as of the date hereof, new Sections 3.6 and 3.7 are added to the end of Section 3 of the IP Security Agreement to read in their entirety as follows:

3.6 Jurisdiction; Venue; Service of Process. (a) Each Company irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against Administrative Agent, any Lender, or any Secured Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of Texas sitting in Dallas County, and of the United States District Court of the Northern District of Texas, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such Texas State court or, to the fullest extent permitted by applicable Law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this Agreement or in any other Loan Document shall affect any right that Administrative Agent, any Lender, or any Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Companies or any of the other Loan Parties or their Properties in the courts of any jurisdiction.

(b) Each Company irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in clause (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party hereto irrevocably consents to service of process in the manner provided for notices in the Security Agreement. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable Law.

3.7 Waiver of Right to Trial by Jury. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.7.

### ARTICLE III

#### Conditions Precedent

Section 3.1 Conditions Precedent. The transactions contemplated by this Amendment shall be deemed to be effective as of the date hereof, when the following conditions have been complied with to the satisfaction of Administrative Agent, unless waived in writing by Administrative Agent:

(a) Amendment. The Administrative Agent shall have received this Amendment duly executed by the Borrower, the Guarantors and Lenders.

(b) Fees and Expenses. The Administrative Agent shall have received payment of all out-of-pocket fees and expenses (including reasonable attorneys' fees and expenses) incurred by Administrative Agent in connection with the preparation, negotiation and execution of the Loan Documents and all other fees payable in the amounts and at times separately agreed upon between Borrower and the Administrative Agent.

(c) Representations and Warranties. All representations and warranties contained herein, in the Loan Documents, or in the documents referred to herein or otherwise made in writing in connection herewith or therewith shall be true and correct with the same force and effect as though such representations and warranties have been made on and as of this date (except to the extent any such representation or warranty is made as of a specified date, in which case such representation or warranty shall have been true and correct on and as of such specified date).

(d) No Default or Event of Default. No Default or Event of Default shall have occurred and be continuing or would result from the execution of this Amendment or the transactions contemplated herein.

(e) Other Information and Documents. The Administrative Agent shall have received such other information and documents as the Administrative Agent reasonably may require from the Loan Parties, each in form and substance reasonably satisfactory to the Administrative Agent.

## ARTICLE IV

### Miscellaneous

Section 4.1 Certain Representations of Loan Parties. Each Loan Party represents and warrants that, as of the date hereof: (a) each Loan Party has full power and authority to execute the Loan Documents to which it is a party and the Loan Documents executed by each Loan Party constitute the legal, valid and binding obligation of such Loan Party enforceable in accordance with their terms, except as enforceability may be limited by general principles of equity and applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights generally; and (b) no authorization, approval, consent or other action by, notice to, or filing with, any Governmental Authority or other Person is required for the execution, delivery and performance by each Loan Party of its obligations under the Loan Documents. In addition, each Loan Party represents and warrants that (i) all representations and warranties by such Loan Party contained in the Credit Agreement and the other Loan Documents are true and correct in all material respects (without duplication of any materiality qualifiers therein) on and as of the date hereof (except to the extent any such representation or warranty is made as of a specific date, in which case such representation or warranty shall have been true and correct on and as of such specified date) and (ii) no Default or Event of Default shall have occurred and be continuing or would result from the execution of this Amendment or the transactions contemplated herein.

Section 4.2 No Further Amendments. Except as previously amended in writing or as amended hereby, the Credit Agreement and the other Loan Documents shall remain unchanged and all provisions shall remain fully effective between the parties.

Section 4.3 Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

Section 4.4 Ratifications. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Credit Agreement and the other Loan Documents and except as expressly modified and superseded by this Amendment, the terms and provisions of the Credit Agreement and the other Loan Documents are ratified and confirmed and shall continue in full force and effect. Borrower, Lenders, and Administrative Agent agree that each of the Credit Agreement and the other Loan Documents, in each case as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its

respective terms. This Amendment is a "Loan Document" as referred to in the Credit Agreement and the provisions relating to Loan Documents in the Credit Agreement are incorporated herein by reference, the same as if set forth verbatim in this Amendment.

Section 4.5 Counterparts. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all of which constitute one instrument. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Signatures transmitted by facsimile, electronic mail or other electronic transmission shall be effective as originals.

Section 4.6 Incorporation of Certain Provisions by Reference. The provisions of Section 14.09 of the Credit Agreement captioned "Governing Law; Jurisdiction; Consent to Service of Process" and Section 14.10 of the Credit Agreement captioned "Waiver of Jury Trial" are incorporated herein by reference for all purposes.

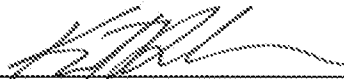
Section 4.7 Entirety, Etc. This Amendment and all of the other Loan Documents embody the entire agreement between the parties. THIS AMENDMENT AND ALL OF THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

**COMPANIES:**

**CIRCUIT OF THE AMERICAS LLC  
ACCELERATOR LAND SERVICES, LLC**

By:   
Kurt Rechner  
Vice President of each entity listed above



ADMINISTRATIVE AGENT:

TEXAS CAPITAL BANK,  
as Administrative Agent

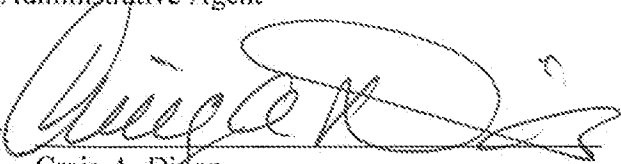
By   
Craig A. Dixon  
Executive Vice President

EXHIBIT A  
COPYRIGHTS

None

EXHIBIT B  
TRADEMARKS


| Name of Grantor             | Trademark  | Application Filing Date | Application Serial Number |
|-----------------------------|--|-------------------------|---------------------------|
| Circuit of the Americas LLC | CIRCUIT OF THE AMERICAS  | March 30, 2011          | 85/281,232                |
| Circuit of the Americas LLC | CIRCUIT OF THE AMERICAS  | March 30, 2011          | 85/281,259                |
| Circuit of the Americas LLC | CIRCUIT OF THE AMERICAS  | March 30, 2011          | 85/976,372                |
| Circuit of the Americas LLC | Miscellaneous Design of Flame<br> | February 2, 2012        | 85/531,850                |

EXHIBIT C

PATENTS

None