

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOUTH FLORIDA MOTORSPORTS, LLC		05/18/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TRUIST BANK, as Administrative Agent		
Street Address:	303 Peachtree Street, N.E.		
Internal Address:	33rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Banking corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6897394	MIA MIAMI INTERNATIONAL AUTODROME	
Serial Number:	97746046	MIAMI INTERNATIONAL AUTODROME	
Serial Number:	97746044	MIAMI	
Serial Number:	97746035	MIA INTERNATIONAL AUTODROME	
Serial Number:	97040167	MIA MIAMI INTERNATIONAL AUTODROME	
Serial Number:	90824889	MIAMI INTERNATIONAL AUTODROME	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	100256-10020		
NAME OF SUBMITTER:	Dusan Clark		

CH \$165.00 6897394

SIGNATURE:	/Dusan Clark/
DATE SIGNED:	05/19/2023
Total Attachments: 5 source=Truist - SFMS - Trademark Security Agreement [EXECUTED]#page1.tif source=Truist - SFMS - Trademark Security Agreement [EXECUTED]#page2.tif source=Truist - SFMS - Trademark Security Agreement [EXECUTED]#page3.tif source=Truist - SFMS - Trademark Security Agreement [EXECUTED]#page4.tif source=Truist - SFMS - Trademark Security Agreement [EXECUTED]#page5.tif	

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2023 (this “Trademark Security Agreement”), is made by SOUTH FLORIDA MOTORSPORTS, LLC, a Delaware limited liability company (“SFM” or the “Grantor”), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, SFM as Borrower, SFM Events, LLC (“SFME”) the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into an Amended and Restated Revolving Credit and Term Loan Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Amended and Restated Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor and of SFME, hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto but excluding any trademark registration applications filed based on a bona fide intent to use the mark for which an amendment to allege use or statement of use has not been submitted to and accepted by the United States Patent and Trademark Office;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Security Agreement**. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the

Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by the Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SOUTH FLORIDA MOTORSPORTS, LLC

By: Chris B. Clement
Name: Chris Clements
Title: Sr. Vice President and Chief Financial Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK, as Administrative Agent

By: _____
Name: Michael Vegh
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008079 FRAME: 0020

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


SOUTH FLORIDA MOTORSPORTS, LLC

By: _____
Name:
Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK, as Administrative Agent


By:  _____
Name: Michael Vegh
Title: Director

[Signature Page to Trademark Security Agreement]





SCHEDULE I to Trademark Security Agreement

Trademarks

I. REGISTERED TRADEMARK

Trademark	Class	Registration / Application No. and Date	Owner
	025; 041	Reg. No. 6897394 Filed 9/22/21	South Florida Motorsports, LLC

II. TRADEMARK APPLICATIONS

Trademark	Class	Registration / Application No. and Date	Owner
	009; 012; 014; 016; 018; 020; 021; 024; 025; 027; 028; 035; 041	Ser. No. 97746046 Filed 1/9/23	South Florida Motorsports, LLC
	009; 012; 014; 016; 018; 020; 021; 024; 025; 027; 028; 035; 041	Ser. No. 97746044 Filed 1/9/23	South Florida Motorsports, LLC
	009; 012; 014; 016; 018; 020; 021; 024; 025; 027; 028; 035; 041	Ser. No. 97746035 Filed 1/9/23	South Florida Motorsports, LLC
	009; 014; 018; 025; 028; 035; 043	Ser. No. 97040167 Filed 9/22/21	South Florida Motorsports, LLC
MIAMI INTERNATIONAL AUTODROME	014; 018; 025; 041	Ser. No. 90824889 Filed 9/22/21	South Florida Motorsports, LLC