

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREAT AMERICAN COUNTRY, INC.		12/01/2008	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	National Association for Stock Car Auto Racing, Inc.		
Street Address:	1801 West International Speedway Boulevard		
City:	Daytona Beach		
State/Country:	FLORIDA		
Postal Code:	32114		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3538427	DRAFTING PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	(212)382-1407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 549-8610		
Email:	wstanback@scrippsnetworks.com		
Correspondent Name:	Willard A. Stanback		
Address Line 1:	1180 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Willard A. Stanback		
Signature:	/was/		
Date:	03/23/2009		

OP \$40.00 3538427

Total Attachments: 3

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ASSIGNMENT

This Assignment Agreement ("**Agreement**") is made and entered into as of this 1st day of December, 2008 (the "**Agreement Date**"), by and between Great American Country, Inc. ("**Assignor**"), a corporation organized and existing under the laws of the State of Colorado and having its principal place of business at 49 Music Square West, Suite 301, Nashville, Tennessee 37203, and the National Association for Stock Car Auto Racing, Inc. ("**Assignee**"), a corporation organized and existing under the laws of the State of Florida and having its principal place of business at 1801 West International Speedway Boulevard, Daytona Beach, Florida 32114.

WHEREAS, Assignor is the owner of the following trademark and/or service mark, together with the goodwill symbolized by, subsisting in, and connected with the mark "**DRAFTING PARTNERS**" (the "**Mark**");

WHEREAS, Assignor owns the following intent-to-use federal service mark application for the Mark (the "**Application**");

MARK	SERIAL NUMBER	GOODS/SERVICES
DRAFTING PARTNERS	77380754	Entertainment services, namely, production of television programs featuring music, education and entertainment, with such services being delivered by way of telecommunications technology. [I.C. 41]

WHEREAS, the Application has been allowed and a registration for the Mark (the "**Registration**") should be granted following the acceptance of the Statement of Use recently filed by Assignor with the U.S. Patent and Trademark Office ("**USPTO**");

WHEREAS, intent-to-use service mark applications are not assignable, but registrations based upon such applications are assignable;

WHEREAS, Assignor is desirous of transferring and assigning to Assignee, and Assignee is desirous of acquiring, all right, title and interest in and to the Mark, the goodwill therein, and the Registration.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements made and contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Agreement to Transfer of Rights.** Assignor agrees to grant, transfer, convey and assign (collectively, "**Transfer**") to Assignee, upon the issuance of the Registration, all ownership rights Assignor has in the Mark and any and all goodwill associated therewith. In furtherance of the foregoing, Assignor and Assignee shall, when and as needed, complete and execute any and all documents required to (a) establish Assignor's initial ownership of the Mark and the Registration, (b) complete the process for registration of the Mark with the USPTO, and (c) complete the Transfer of the ownership of the Mark to Assignee. Assignor and Assignee shall each use its commercially reasonable efforts to forward promptly to the other party hereto any and all documents needed in furtherance of the foregoing.

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2. Transfer Fee.

[REDACTED]

3. License to Assignor.

[REDACTED]

4. Additional Provisions.

(a) This Agreement shall be binding upon the parties hereto and inure to the benefit of such parties and their respective successors, assigns and licensees. All notices required to be given hereunder shall be given in writing and sent by mail, electronic facsimile device, courier service, express mail service or personally delivered to the respective addressees of Assignee and Assignor as set forth above (or such other address as such may designate from time to time by written notice to other). Notice given by mail shall be effective five (5) days after receipt thereof via mailing, postage prepaid certified or registered mail; notice by electronic facsimile device shall be effective upon confirmation of receipt; notice by personal delivery, courier service, or express mail service shall be effective upon delivery. A separate and simultaneous copy of all notices sent to Assignor shall be sent to Executive Vice President and General Counsel, Scripps Networks, LLC, 1180 Avenue of the Americas, New York, New York 10036.

(b) This Agreement will be construed and enforced in accordance with the laws of the State of New York, without regard to any conflict of laws provisions.

(c) A waiver by either party hereto of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative, and none of them shall be a limitation of any other remedy, right, undertaking, obligation, or agreement of any party. The invalidity or unenforceability of any specific provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

(d) In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and/or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. In such event, such invalid provision or provisions shall be validly reformed to as nearly approximate the intent of the parties as possible and if unreformable, shall be severed and deleted from this Agreement.

(e) Assignee and Assignor shall maintain the terms and conditions of this Agreement in confidence. This provision does not apply if a party is required to disclose information hereunder by law or pursuant to subpoena or order of any judicial, legislative, executive, regulatory or administrative body or to enforce its rights under this Agreement.

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(f) This Agreement constitutes the entire agreement between the parties relating to the subject matter covered herein and cancels and supersedes all previous agreements between the parties relating to the subject matter covered herein. Any modification to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Agreement Date.

GREAT AMERICAN COUNTRY, INC.
 ("Assignor")

By: James B. Clayton
 Type Name
James B. Clayton
 Signature
 Title: EVP / CFO

**NATIONAL ASSOCIATION FOR STOCK
 CAR AUTO RACING, INC. ("Assignee")**

By: Jay Abraham
 Type Name
Jay Abraham
 Signature
 Title: Vice President of New Media and Content



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