

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Richard Petty Driving Experience, Inc.		01/27/2012	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	301 South Tryon Street, 28th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4061176	RICHARD PETTY DRIVING EXPERIENCE	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
Phone:	7043315792		
Email:	donna.millard@klgates.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	Post Office Box 33144		
Address Line 2:	K & L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28233		
ATTORNEY DOCKET NUMBER:	2812412.00090WELLSFARGO		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		
Signature:	/ Karl S. Sawyer, Jr. /		

OP \$40.00 4061176

Date:

03/06/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of January 6, 2012 by and between RICHARD PETTY DRIVING EXPERIENCE, INC., a North Carolina corporation (the "Grantor"), having its chief executive office at 6022 Victory Lane, Concord, NC 28027, and WELLS FARGO BANK, N.A., as Lender (the "Lender"), with offices at 301 South Tryon Street, 28th Floor, Charlotte, NC 28288.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of the date hereof by and among Richard Petty Driving Experience, Inc., the Grantor, certain of the Grantor's subsidiaries party thereto and the Lender (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Lender, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

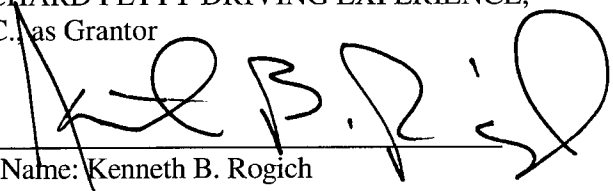
The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

RICHARD PETTY DRIVING EXPERIENCE, INC. as Grantor

By:

Name: Kenneth B. Rogich
Title: Chief Financial Officer



ACKNOWLEDGMENT

STATE OF North Carolina

COUNTY OF Cabarrus

I, Regina Gordon, a Notary Public for said County and State, do hereby certify that Kenneth B. Rogich personally appeared before me this day and stated that (s)he is CFO of Richard Petty Driving Experience, Inc. and acknowledged, on behalf of Richard Petty Driving Experience the due execution of the foregoing instrument.

Witness my hand and official seal, this 27TH day of January, 2012.

Regina Gordon
Notary Public

My commission expires:

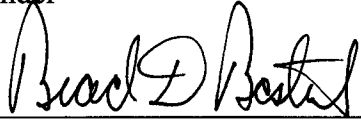
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[Signature Pages Continue]

[Trademark Security Agreement – Richard Petty Driving Experience, Inc.]

Agreed and Accepted as of the
27th day of January, 2012.

WELLS FARGO BANK, N.A.,
as Lender

By: 

Name: Brad D. Bostick

Title: Authorized Signatory

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>	<u>Affidavit of use</u>	<u>Renewal Due</u>
RICHARD PETTY DRIVING EXPERIENCE	4061176	November 22, 2011		November 22, 2017

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES