

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIRCUIT OF THE AMERICAS LLC		08/29/2012	LIMITED LIABILITY COMPANY: DELAWARE
ACCELERATOR LAND SERVICES, LLC		08/29/2012	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	TX3-8211, P.O. Box 550
City:	Austin
State/Country:	TEXAS
Postal Code:	78767
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85281232	CIRCUIT OF THE AMERICAS
Serial Number:	85281259	CIRCUIT OF THE AMERICAS
Serial Number:	85976372	CIRCUIT OF THE AMERICAS
Serial Number:	85531850	

CORRESPONDENCE DATA

Fax Number: 2147455390
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 214.745.5370
 Email: jmuennink@winstead.com
 Correspondent Name: Janie Muennink c/o Winstead PC
 Address Line 1: P.O. Box 131851
 Address Line 4: Dallas, TEXAS 75313

CH \$115.00 85281232

ATTORNEY DOCKET NUMBER:	13312 480
NAME OF SUBMITTER:	Janie Muennink
Signature:	/Janie Muennink/
Date:	09/04/2012

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of August 29, 2012, is entered into by CIRCUIT OF THE AMERICAS LLC, a Delaware limited liability company ("COTA"), and ACCELERATOR LAND SERVICES, LLC, a Texas limited liability company ("ALS"; together with COTA, the "Companies" and each, a "Company"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"), for the benefit of the Secured Parties.

BACKGROUND

The Administrative Agent, the Lenders party thereto, COTA Racing & Entertainment LLC, a Delaware limited liability company, and COTA entered into the Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

The Companies are members of the same affiliated group of companies and are engaged in operations which require financing on a basis in which credit can be made available from time to time to COTA, and the Companies will derive direct and indirect economic benefit from the Loans and other financial accommodations under the Loan Documents and the other Obligations.

In connection with the Credit Agreement, each Company executed and delivered that certain Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or modified from time to time, the "Security Agreement") in favor of the Administrative Agent for the benefit of the Secured Parties, pursuant to which each Company is required to execute and deliver this Agreement.

It is the intention of the parties hereto that this Agreement create First Priority Liens on the Collateral in favor of the Administrative Agent, for its benefit and the benefit of the Secured Parties, securing the payment and performance of the Obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to (a) make the Loans under the Credit Agreement and to extend other credit and financial accommodations under the Loan Documents and (b) make financial accommodations under the Swap Agreements, each Company hereby agrees with Administrative Agent, for its benefit and the benefit of the Secured Parties, and each Secured Party as follows:

1. DEFINITIONS; OTHER TERMS.

1.1. General Terms. For purposes of this Agreement:

"Agreement" means this Intellectual Property Security Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time.

“Collateral” has the meaning assigned to it by Section 2.1 hereof.

“Copyrights” has the meaning assigned to it by Section 2.1(a) hereof.

“Licenses” has the meaning assigned to it by Section 2.1(c) hereof.

“Patents” has the meaning assigned to it by Section 2.1(d) hereof.

“Related IP Documents” means, collectively, all documents and things in a Company's possession related to the production and sale by such Company, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of such Company in connection with the Patents, Trademarks, Copyrights or Licenses including, without limitation, all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks.

“Section” means a numbered section of this Agreement, unless another document is specifically referenced.

“Trademarks” has the meaning assigned to it by Section 2.1(b) hereof.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York or, where applicable as to specific items or types of Collateral, any other relevant state.

1.2. Other Definitional Provisions. Capitalized terms not otherwise defined herein have the meaning specified in the Credit Agreement, and, to the extent of any conflict, terms as defined herein shall control (provided, that a more expansive or explanatory definition shall not be deemed a conflict). Terms defined in the UCC which are not otherwise defined in this Agreement are used in this Agreement as defined in the UCC as in effect on the date hereof.

1.3. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein or any other Loan Document or Swap Agreement, as applicable), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any

and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. This Agreement is a Loan Document.

2. GRANT OF SECURITY INTEREST.

2.1. Grant of Security Interest. Each Company hereby grants to the Administrative Agent, for the benefit of itself and the Secured Parties, a security interest in all of such Company's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the "Collateral") to secure payment and performance of the Obligations:

(a) all United States and foreign copyrights, including, without limitation, copyrights listed on Exhibit A hereto, and applications therefor and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States and foreign copyrights including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(b) all United States and foreign trademarks, tradenames, service marks, trademark and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the trademarks, service marks and tradenames listed on Exhibit B hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(c) all license agreements in which such Company is or becomes licensed (or grants or permits, whether now or in the future a license) to use a copyright, trademark, service mark, tradename, patent or the related know-how including, without limitation, those licenses granted under any of the Assigned Contracts (as defined in the Security Agreement) and the Material Contracts (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Licenses"); provided, that notwithstanding the foregoing, "Licenses" shall not include any license which by its terms constitutes "Excluded Property" as defined in the Security Agreement;

(d) all United States and foreign patents and patent applications, whether in the United States or any foreign jurisdiction, and the inventions and improvements described and claimed therein and trade secrets and know-how related thereto, including, without limitation, the patents and patent applications listed on Exhibit C hereto, and the re-issues, divisions, renewals, extensions and continuations-in-part thereof and all income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, the right to sue for past, present and future infringements thereof and all rights corresponding thereto throughout the world (all of the

foregoing being sometimes hereinafter individually and/or collectively referred to as the "Patents");

(e) the goodwill of such Company's business connected with the use of and symbolized by the Trademarks;

(f) the Related IP Documents; and

(g) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

2.2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the Lien granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Lien in the 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

3. MISCELLANEOUS

3.1. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Companies, the Administrative Agent and the Secured Parties and their respective successors and assigns, except that no Company shall have the right to assign its respective rights or obligations under this Agreement or any interest herein, without the prior written consent of the Administrative Agent and the Required Lenders or all Lenders, as required by the Credit Agreement.

3.2. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

3.3. Entire Agreement. This Agreement, the Credit Agreement and the other Loan Documents embody the entire agreement and understanding between the Companies and the Administrative Agent relating to the Collateral and supersede all prior agreements and understandings between the Companies and the Administrative Agent relating to the Collateral.

3.4. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by the Companies and the Administrative Agent. Further, any facsimile copy, other copy or reproduction of a signed counterpart original of this Agreement shall be as fully effective and binding as the original signed counterpart of this Agreement.

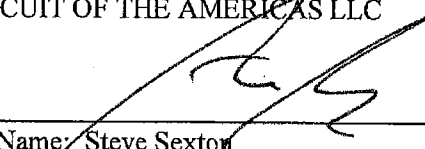
3.5. **CHOICE OF LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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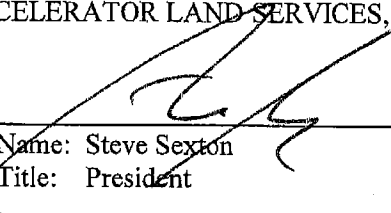
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

COMPANIES:

CIRCUIT OF THE AMERICAS LLC

By: 
Name: Steve Sexton
Title: President

ACCELERATOR LAND SERVICES, LLC

By: 
Name: Steve Sexton
Title: President

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

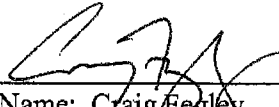
By: 
Name: Craig Fogley
Title: Senior Vice President

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 	February 2, 2012	85/531,850

EXHIBIT C

PATENTS

None

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