

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366844

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Just Marketing, Inc.		12/22/2015	CORPORATION: DELAWARE
Executive Drive Events, LLC		12/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC Corporate Trustee Company (UK) Limited		
<b>Street Address:</b>	8 Canada Square		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	E14 5HQ		
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4210385	JMI	
<b>Registration Number:</b>	4169632	JMI	
<b>Registration Number:</b>	3844652	JUST MARKETING	
<b>Registration Number:</b>	4563873		
<b>Registration Number:</b>	4060665	HMP HISTORIC MOTORSPORTS PRODUCTIONS	
<b>Registration Number:</b>	4046103	HMP	
<b>Registration Number:</b>	4046101	LEGENDS OF MOTORSPORTS	
<b>Registration Number:</b>	4046102	LEGENDS OF MOTORSPORTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026375910		
<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>	212 909 0668		
<b>Email:</b>	Glyn.gamab@hoganlovells.com		
<b>Correspondent Name:</b>	Russell DaSilva		
<b>Address Line 1:</b>	875 Third Ave.		
<b>Address Line 2:</b>	Hogan Lovells US LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		

CH \$215.00 4210385

<b>ATTORNEY DOCKET NUMBER:</b>	037747.10
<b>NAME OF SUBMITTER:</b>	Russell DaSilva
<b>SIGNATURE:</b>	/Russell DaSilva/
<b>DATE SIGNED:</b>	12/22/2015

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 22, 2015 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of HSBC Corporate Trustee Company (UK) Limited, as security agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Security Agent").

WHEREAS, pursuant to the Senior Facilities Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has entered into that certain Pledge and Security Agreement, dated as of December 22, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Grantors and the other persons party thereto as grantors in favor of the Security Agent;

WHEREAS, each Grantor is a member of an affiliated group of companies that includes the Borrowers and the other Guarantors under the Senior Facilities Agreement;

WHEREAS, pursuant to an Accession Deed dated as of the date of the Pledge and Security Agreement, each Grantor has acceded to the Senior Facilities Agreement as an Additional Guarantor; and

WHEREAS, each Grantor and the Borrowers under the Senior Facilities Agreement are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit to the Grantors and the Borrowers under the Senior Facilities Agreement and the other Finance Documents;

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Secured Parties to continue to make available the extensions of credit to the Borrowers under the Senior Facilities Agreement and the other Finance Documents, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Security Agent, for the benefit of the Secured Parties, as follows:

**SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Pledge and Security Agreement.

## **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** Each Grantor hereby assigns and transfers to the Security Agent, and hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world,

provided that, in no event shall “Trademark Collateral” include any Excluded Assets, and the grant of security in Trademark Collateral pursuant to this Section 2 shall not be deemed to extend to any Excluded Assets; provided further, however, that, notwithstanding the preceding proviso, the Trademark Collateral in any event shall include, without limitation, all of the trademarks listed in Schedule A attached hereto.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

## **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

#### **SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS). SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK IS EXPRESSLY MADE APPLICABLE HERETO.

#### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


[Remainder of page intentionally left blank]

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

JUST MARKETING, INC.,  
as Grantor

By:   
Name: Wesley Zirkle  
Title: Director

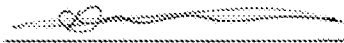
EXECUTIVE DRIVE EVENTS, LLC,  
as Grantor

By:   
Name: Wesley Zirkle  
Title: Secretary

*[Signature page to Trademark Security Agreement]*

Accepted and Agreed:

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED,  
as Security Agent

By:   
Name: LUKE ASHBY  
Title: AUTHORIZED SIGNATORY

*{Signature Page to Trademark Security Agreement}*

**SCHEDULE A**

**to**

**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**UNITED STATES TRADEMARKS:**

<b>Owner</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
Just Marketing, Inc.	JMI Design Mark	9/18/2012	4210385
Just Marketing, Inc.	JMI Word Mark	7/10/2012	4169632
Just Marketing, Inc.	JUST MARKETING Word Mark	9/7/2010	3844652
Just Marketing, Inc.	Lines Logo	7/8/2014	4563873
Executive Drive Events, LLC	HMP Design Mark	11/22/2011	4060665
Executive Drive Events, LLC	HMP Word Mark	10/25/2011	4046103
Executive Drive Events, LLC	Legends of Motorsports Design Mark	10/25/2011	4046101
Executive Drive Events, LLC	Legends of Motorsports Word Mark	10/25/2011	4046102

Applications:

None.

Licenses:

None.

**OTHER TRADEMARKS:**

<b>Owner</b>	<b>Territory</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
Just Marketing, Inc.	CTM	JMI Design Mark	8/18/2010	008958266
Just Marketing, Inc.	CTM	JMI Word Mark	8/18/2010	008958274