

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUTOBAHN INDOOR SPEEDWAY, LLC		11/09/2018	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	PRAESIDIAN CAPITAL BRIDGE FUND LP, as Administrative Agent		
Street Address:	2 Madison Avenue		
City:	Larchmont		
State/Country:	NEW YORK		
Postal Code:	10538		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5429856	VICTORY LAP BAR & GRILL	
Registration Number:	5413841	ACCELERATE INDOOR SPEEDWAY	
Registration Number:	4858471	AUTOBAHN INDOOR SPEEDWAY	
Registration Number:	4780685	NO SPEED LIMIT!	
Registration Number:	4426660	AUTOBAHN INDOOR SPEEDWAY	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<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:	3036293400		
Email:	burtner.jody@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		
Address Line 2:	IP Department		
Address Line 4:	Denver, COLORADO 80202-5549		
ATTORNEY DOCKET NUMBER:	505463-00006		
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal		
SIGNATURE:	/Jody L. Burtner/		
DATE SIGNED:	11/09/2018		

OP \$140.00 5429856

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of November 9, 2018, is made by the entity listed on the signature page hereof ("Grantor"), in favor of Praesidian Capital Bridge Fund, LP ("Praesidian"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Purchasers (as defined in the Note Purchase Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Senior Secured Note and Securities Purchase Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented and/or modified from time to time, the "Note Purchase Agreement"), by and among **AUTOBAHN HOLDINGS, LLC**, a Florida limited liability company ("Holdings"), **SPEEDWAY MANAGEMENT, INC**, a Florida corporation ("Management"), **AUTOBAHN INDOOR SPEEDWAY, LLC**, a Florida limited liability company ("Speedway"), **AUTOBAHN INDOOR SPEEDWAY JACKSONVILLE, LLC**, a Florida limited liability company ("Jacksonville"), **AUTOBAHN INDOOR SPEEDWAY BIRMINGHAM, LLC**, a Florida limited liability company ("Birmingham"), **AUTOBAHN INDOOR SPEEDWAY MEMPHIS, LLC**, a Florida limited liability company ("Memphis"), **AUTOBAHN INDOOR SPEEDWAY WHITE MARSH LLC**, a Florida limited liability company ("White Marsh"), **AUTOBAHN INDOOR SPEEDWAY HARRISBURG, LLC**, a Florida limited liability company ("Harrisburg"), **AUTOBAHN INDOOR SPEEDWAY PALISADES, LLC**, a Florida limited liability company ("Palisades"), **AUTOBAHN INDOOR SPEEDWAY MANASSAS, LLC**, a Florida limited liability company ("Manassas"), **AUTOBAHN INDOOR SPEEDWAY HAMPSHIRE, LLC**, a Florida limited liability company ("Hampshire"), **AUTOBAHN INDOOR SPEEDWAY TUCSON, LLC**, a Florida limited liability company ("Tucson"), **AUTOBAHN INDOOR SPEEDWAY DULLES, LLC**, a Florida limited liability company ("Dulles"), **ACCELERATE INDOOR SPEEDWAY CHICAGO, LLC**, a Florida limited liability company ("Chicago"), **TEAM MEMBER SERVICES, LLC**, a Florida limited liability company ("Services"), **AIS MOKENA, LLC**, a Florida limited liability company ("Mokena") and **AUTOBAHN AMUSEMENTS, LLC**, a Florida limited liability company ("Amusements") and, together with Holdings, Management, Speedway, Jacksonville, Birmingham, Memphis, White Marsh, Harrisburg, Palisades, Manassas, Hampshire, Tucson, Dulles, Chicago, Services and Mokena, each an "Issuer" and collectively the "Issuers"), each purchaser listed on the signature pages thereto under "Purchasers" and each other purchaser from time to time party thereto (collectively, the "Purchasers", and each, individually, a "Purchaser"), the Guarantors from time to time party thereto, and **PRAESIDIAN CAPITAL BRIDGE FUND LP**, as Administrative Agent for each Purchaser; and

WHEREAS, the Grantor is party to the Pledge and Security Agreement of even date herewith in favor of Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and Administrative Agent to enter into the Note Purchase Agreement and to induce the Purchasers to make their respective purchases of the Closing Date Notes and purchases of the Warrants from the Issuers thereunder, the Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement or Note Purchase Agreement, as applicable.

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, hereby pledges and hypothecates to Administrative Agent for the benefit of the Purchasers, and grants to Administrative Agent for the benefit of the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative 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.

Section 4. 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 their Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. 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 6. 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, the 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.

AUTOBAHN INDOOR SPEEDWAY, LLC,
a Florida limited liability company,
as Grantor

By:



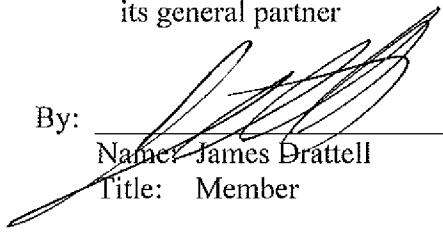
Name: Michael Greene
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

PRAESIDIAN CAPITAL BRIDGE FUND LP,
as Administrative Agent

By: Praesidian Capital Bridge GP LLC,
its general partner

By: _____


Name: James Drattell
Title: Member

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006479 FRAME: 0501

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date	Owner
Victory Lap Bar & Grill	5,429,856	3/20/2018	Autobahn Indoor Speedway LLC
Accelerate Indoor Speedway	5,413,841	2/27/2018	Autobahn Indoor Speedway LLC
Autobahn Indoor Speedway	4,858,471	11/24/2015	Autobahn Indoor Speedway LLC
No Speed Limit!	4,780,685	7/28/2015	Autobahn Indoor Speedway LLC
Autobahn Indoor Speedway	4,426,660	10/29/2013	Autobahn Indoor Speedway LLC

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

4818-5281-0099\5

RECORDED: 11/09/2018

**TRADEMARK
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