

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
Indianapolis Motor Speedway Corporation		09/03/2004	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Brickyard Investments, Inc.		
Street Address:	4790 West 16th Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46222		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2952312	SAFER	
CORRESPONDENCE DATA			
Fax Number:	(317)592-5453		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	317-236-2100		
Email:	ipdocket@icemiller.com, stohry@icemiller.com		
Correspondent Name:	Bradley M. Stohry, ICE MILLER LLP		
Address Line 1:	One American Square		
Address Line 2:	Suite 3100		
Address Line 4:	Indianapolis, INDIANA 46282		
ATTORNEY DOCKET NUMBER:	T02315-US-0 (04292.0025)		
NAME OF SUBMITTER:	Bradley M. Stohry		
Signature:	/Bradley M. Stohry/		

OP \$40.00 2952312

Date:

03/30/2006

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK

WHEREAS, Indianapolis Motor Speedway Corporation, an Indiana corporation located at 4790 West 16th Street, Indianapolis, Indiana 46222 ("Assignor"), is the owner of U.S. Application Serial No. 76/403,631 for the mark SAFER in connection with an energy-absorbing vehicle barrier system comprised of polystyrene and metal for vehicle safety (the "Trademark"), together with the goodwill symbolized thereby;

WHEREAS, Brickyard Investments, Inc., an Indiana corporation located at 4790 West 16th Street, Indianapolis, Indiana 46222 ("Assignee"), is desirous of acquiring the Trademark, together with the goodwill symbolized thereby; and

WHEREAS, Assignor acknowledges that it shall not be entitled to receive consideration of any kind whatsoever in exchange for the Trademark, and that it is transferring the Trademark to Assignee as a contribution pursuant to Section 351 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns to Assignee all its right, title and interest in and to the Trademark, together with the goodwill of the business associated with or symbolized by the Trademark, and any and all common law rights, world-wide rights and other applications and registrations for the Trademark owned by Assignor, and including the right to sue and collect damages for any past or future infringements of the Trademark; and

2. Assignor shall execute and deliver or shall cause to be executed and delivered all such transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein and shall take all such further action, including, without limitation, making all filings with the United States Patent & Trademark Office in order to confirm, effectuate or record this assignment of the Trademark to Assignee granted herein as Assignee may from time to time reasonably request.

Executed as of the 3RD day of September, 2004.

**INDIANAPOLIS MOTOR SPEEDWAY
CORPORATION**

By: Wm Curtis Brighton

Printed: W CURTIS BRIGHTON

Title: EXECUTIVE VICE PRESIDENT

STATE OF INDIANA)
) SS:
COUNTY OF Hendricks)

Sworn to and subscribed before me, a Notary Public, in and for said County and State, this 3rd day of September, 2004.

Lori Dillinger
Notary Public

Lori Dillinger
Printed

My Commission Expires:

October 8, 2011

My County of Residence:

Hendricks

INDY 1242557v1