

MRD
4.28.99

04-30-1999



Send original documents or copy thereof:

Address of receiving party(ies):

To the Honorable Commissioner of

1. Name of conveying party(ies):
 The First National Bank of Maryland
 25 South Charles Street
 Baltimore, Maryland 21201

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: National Banking Association

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

Name: Mercantile-Safe Deposit and Trust
 Company
 Internal Address:
 Street Address: Two Hopkins Plaza
 City: Baltimore State: Maryland Zip: 21201

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: Assignment of Collateral Security

Execution Date: November 24, 1998

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other: Maryland Banking Institution

Additional name(s) and address(es) attached? [] Yes [X] No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No(s)
 1,402,542 registered July 22, 1986
 1,403,485 registered July 29, 1986
 1,513,113 registered November 15, 1988
 1,514,013 registered November 22, 1988
 1,548,240 registered July 18, 1989
 1,549,101 registered July 25, 1989

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name:
 Venable, Baetjer, Howard & Civiletti, LLP
 1201 New York Avenue, N.W.
 Washington, DC 20005-3917
 Telephone: 202-962-4800
 Facsimile: 202-962-8300

6. Total number of applications and trademarks involved: 6

7. Total Fee (37 CFR 3.41) \$
 Enclosed
 Authorized to be charged to deposit account, including deficiencies

8. Deposit Account number: #22-0261

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

04/29/1999 DMSUYEN 00000426 220261 1402542

01 FC:481 40.00 CH
02 FC:482 125.00 CH
Name of person signing

Mr. John M. Ramirez
Signature

April 16, 1999
Date

Total number of pages including cover sheet, attachments, and document:

Attorney Docket No.

ASSIGNMENT OF COLLATERAL SECURITY

THIS ASSIGNMENT OF COLLATERAL SECURITY (this "Assignment") is made as of the 24th day of November, 1998, by **FMB BANK**, formerly known as **THE FIRST NATIONAL BANK OF MARYLAND**, having an address at 25 South Charles Street, Baltimore, Maryland 21201 ("Assignor"), to **MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY**, having an address at Two Hopkins Plaza, Baltimore, Maryland 21201 ("Assignee").

RECITALS

WHEREAS, Assignor was heretofore the holder of the following two term loans (collectively, the "Loans"): (i) a term loan to Pimlico Racing Association, Inc., formerly known as DMJ Racing Association, Inc., a Maryland corporation ("Pimlico") in the stated principal amount of \$23,757,902.01 and (ii) a term loan to Laurel Racing Association Limited Partnership, a Maryland limited partnership ("Laurel") in the stated principal amount of \$15,799,903.27; and

WHEREAS, The Maryland Jockey Club of Baltimore City, a Maryland corporation (the "Maryland Jockey Club"), guaranteed the obligations of both Pimlico and Laurel to the Assignor under the Loans (the "Guaranty"); and

WHEREAS, the Maryland Jockey Club, as security for the Guaranty, and pursuant to that certain Assignment of Trademarks as Collateral Security, dated as of February 15, 1994, recorded in the United States Patent and Trademark Office at Reel 1112, Frame 436, and attached hereto as Exhibit A (the "Collateral Security Agreement"), assigned to Assignor, and granted a security interest in and to Assignor, all of its right, title and interest in the Trademarks (as defined therein) and all license rights in the Trademarks; and

WHEREAS, pursuant to that certain Loan Sale Agreement, dated as of November 24, 1998 and attached hereto as Exhibit B, Assignor has sold and assigned the Loans, and any and all documents evidencing or securing same, to Assignee without recourse and the parties now wish the record to identify Assignee as the current Lender as that term is defined in the Collateral Security Agreement, and to confirm its ownership of the security interest granted to it under the Collateral Security Agreement.

NOW, THEREFORE, THIS ASSIGNMENT, WITNESSETH, that for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby stipulate and agree as follows:

1. Assignor has transferred, assigned, and conveyed, without recourse, to Assignee all of Assignor's right, title and interest in and to the Trademarks and Assignor's security interest in the Trademarks under the Collateral Security Agreement, and by these

presents hereby confirms such transfer, assignment, grant and conveyance, without recourse.

2. Nothing in this Assignment shall be deemed in any way to alter or impair the operation or effect of the provisions of the Collateral Security Agreement, it being intended by the parties hereto by this Assignment only to confirm as a matter of public record that Assignee presently holds all of Assignor's rights under the Collateral Security Agreement.

3. This Assignment shall be given effect and construed by application of Maryland law; provided, however, that if any such action or proceeding arises under the Constitution, laws, or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in the United States District Court, it shall be brought in the United States District Court for the District of Maryland or any successor federal court having original jurisdiction.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has executed and ensealed this Assignment or caused it to be executed and ensealed on its behalf by its duly authorized representatives, with the specific intention of creating a document under seal effective as of the day and year first above written.

WITNESS:

ASSIGNOR:

**FMB BANK, formerly known as
THE FIRST NATIONAL BANK
OF MARYLAND**

John M. Ramirez

By: Jeneta J. Weinberg (SEAL)
Name: Jeneta J. Weinberg
Title: Senior Vice President

ASSIGNEE:

**MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY**

Th R F J

By: Guy E. Johnson (SEAL)
Name: Guy E. Johnson
Title: Vice President

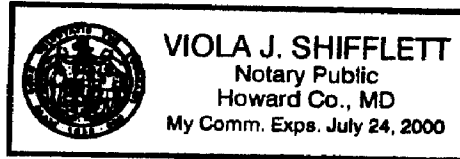
STATE OF MARYLAND

Howard Co
CITY OF BALTIMORE

I HEREBY CERTIFY, that on this 6th day of January, 1999, before me, the undersigned, a Notary Public of the State aforesaid, duly qualified and commissioned as such, personally appeared Linda J. Weinberg, Senior Vice President of FMB Bank, formerly known as The First National Bank of Maryland, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on the day and year first above mentioned.

Viola J. Shifflett
Notary Public
My Commission Expires: _____



STATE OF MARYLAND
Anne Brundell
CITY OF BALTIMORE

I HEREBY CERTIFY, that on this 17th day of January, 1999, before me, the undersigned, a Notary Public of the State aforesaid, duly qualified and commissioned as such, personally appeared *Guy E. Johnson*, _____ of Mercantile-Safe Deposit and Trust Company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on the day and year first above mentioned.

Robert A. Allen
Notary Public
My Commission Expires: _____

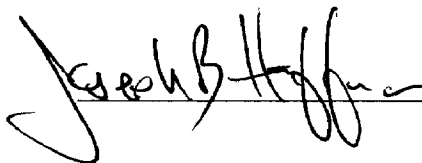
CONSENT AND ACKNOWLEDGMENT

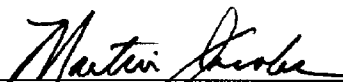
The undersigned, The Maryland Jockey Club of Baltimore City, a Maryland corporation (the "Maryland Jockey Club") consents to the terms and conditions of the above stated Assignment of Collateral Security Agreement (the "Assignment"). The Maryland Jockey Club acknowledges that the Collateral Security Agreement, as such term is defined in the Assignment, is binding and enforceable against it in accordance with all stated terms, and that it has no defenses or right of offset against enforcement of the Collateral Security Agreement in accordance with all stated terms.

IN WITNESS WHEREOF, this Consent and Acknowledgement is executed under seal and is effective as of the 24th day of November, 1998.

WITNESS

**THE MARYLAND JOCKEY CLUB
OF BALTIMORE CITY**



By:  (SEAL)
Name: MARTIN JACOBS
Title: TREASURER