

08-29-2001



8-10-01

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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Change of Name
- Other

Effective Date  
Month Day Year  
04302001

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
04302001

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 125.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002357 FRAME: 0783

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75426242"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2356333"/>	<input type="text" value="2325233"/>	<input type="text"/>
<input type="text" value="75705856"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2334296"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2318116"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved.

#

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Cynthia L. Stewart

August 10, 2001

Name of Person Signing

Signature

Date Signed

## AMENDMENT NUMBER TWO TO TRADEMARK ASSIGNMENT

This is Amendment Number Two to Trademark Assignment dated as of April 30, 2001, (this "Amendment") between **NATIONAL THOROUGHBRED RACING ASSOCIATION, INC.**, (the "Grantor") and **PNC BANK, NATIONAL ASSOCIATION** (the "Grantee").

### Recitals

A. The Grantor and the Grantee entered into a certain Security Agreement and a certain Rider to Security Agreement – Trademarks, both dated as of April 30, 2000.

B. Pursuant to that Security Agreement and that Rider, the Grantor and the Grantee also entered into a certain Trademark Assignment on May 3, 2000 (the "Assignment") which was recorded with the U.S. Patent and Trademark Office on May 10, 2000, at reel 002079, frame 0351.

C. The Grantor and the Grantee amended the Assignment on December 15, 2000 by the **Amendment Number One To Trademark Assignment** to reflect certain modifications and amendments to the Security Agreement and the Rider to Security Agreement - Trademarks as provided in a certain Modification Agreement dated December 15, 2000, between Grantor and Grantee, and joined in by certain Guarantors (as defined therein). (The Assignment as amended by the Amendment Number One To Trademark Assignment shall be referred to herein as the "**Amended Assignment**").

C. The Grantor and the Grantee now desire to amend the Amended Assignment through this Amendment to reflect certain modifications and amendments to the Security Agreement and the Rider to Security Agreement - Trademarks as provided in a certain Second Modification Agreement dated as of April 30, 2001, between Grantor and Grantee, and joined in by certain Guarantors (as defined therein).

**THEREFORE**, the Grantor and Grantee amend the Amended Assignment as follows:

1. Recital B of the Amended Assignment is amended by inserting the phrase ", by a certain Second Modification Agreement dated as of April 30, 2001" after the phrase "as amended by a certain Modification Agreement dated December 15, 2000" and before the word "and" as such word is found in the phrase "and from time to time," such that Recital B of the Amended Assignment shall read and be restated in its entirety as:

**"B. PNC BANK, NATIONAL ASSOCIATION**, having a place of business at 500 West Jefferson Street, Louisville, Kentucky 40202, identified as the "**Bank**" under that certain Rider to Security Agreement – Trademarks (the "**Rider**"), as amended by a certain Modification Agreement dated as of December 15, 2000, by a certain Second Modification Agreement dated as of April 30, 2001

and from time to time, (the “**Grantee**”) is desirous of acquiring said Trademarks.”

2. Recital D of the Amended Assignment is amended by inserting the phrase “, by a certain Second Modification Agreement dated as of April 30, 2001” after the phrase “as amended by a certain Modification Agreement dated December 15, 2000” and before the word “and” as such word is found in the phrase “and from time to time,” such that Recital D of the Amended Assignment shall read and be restated in its entirety as:

“**D.** The Rider provides that this Assignment shall become affective upon the occurrence of an Event of Default as defined in the Security Agreement dated as of April 30, 2000, as amended by a certain Modification Agreement dated as of December 15, 2000, by a certain Second Modification Agreement dated as of April 30, 2001 and from time to time, by and between the Grantor and the Grantee.”

3. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Amendment or the terms hereof to produce or account for more than one of such counterparts.

4. Except as modified herein, all other terms of the Amended Assignment shall remain in full force and effect.

**[The Remainder of this Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the Grantor and the Grantee cause this Amendment Number Two To The Trademark Assignment to be executed by their duly authorized officers as of the date first written above but actually on the dates shown below.

Grantor:

NATIONAL THOROUGHBRED RACING ASSOCIATION, INC.

By: Ferguson Saylor  
Title: TREASURER  
Date: 6-13-01

Grantee:

PNC BANK, NATIONAL ASSOCIATION

By: Dorcas C. Dwyer  
Title: Vice President  
Date: 6/29/2001

COMMONWEALTH OF KENTUCKY )

COUNTY OF Fayette )

SS:

On this, the 13 day of June, 2001, before me, a Notary Public, the undersigned officer, personally appeared Ferguson Saylor, who acknowledged himself/herself to be the Treasurer of National Thoroughbred Racing Association, Inc., a Delaware corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said National Thoroughbred Racing Association, Inc.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kimberly Justus Bagnell  
Notary Public Kimberly Justus

My commission expires:

July 29, 2001

COMMONWEALTH OF KENTUCKY )

COUNTY OF \_\_\_\_\_ )

ss:

On this, the 29 day of June, 2001, before me, a Notary Public, the undersigned officer, personally appeared Susan Snyder, who acknowledged himself/herself to be the Vice President of PNC Bank, National Association, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said PNC Bank, National Association.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public

My commission expires:

May 17, 2005

This Instrument prepared by:

[Signature]

Charles R. Kepton  
Frost Brown Todd LLC  
400 West Market Street, 32<sup>nd</sup> Floor  
Louisville, Kentucky 40202-3363

NUA.117759  
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