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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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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

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.)

Other

Citizenship/State of Incorporation/Organization

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09/25/2001 AAHME1 00000200 024275 75426242
01 FC: 481 40.00 CH
02 FC: 482 125.00 CH

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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: 002374 FRAME: 0071

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)

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

Cynthia L. Stewart

September 20, 2001

Name of Person Signing

Signature

Date Signed

AMENDMENT NUMBER THREE TO TRADEMARK ASSIGNMENT

This is Amendment Number Three to Trademark Assignment dated as of July 1, 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**").

D. The Grantor and the Grantee amended the Amended Assignment on December April 30, 2001 by **Amendment Number Two 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 Second Modification Agreement dated April 30, 2001, 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 and by Amendment Number Two To Trademark Assignment shall be referred to herein as the "**Second Amended Assignment**").

E. The Grantor and the Grantee now desire to amend the Second 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 Third Modification Agreement dated as of July 1, 2001, between Grantor and Grantee, and joined in by certain Guarantors (as defined therein).

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

1. Recital B of the Second Amended Assignment is amended by inserting the phrase "by a certain Third Modification Agreement dated as of July 1, 2001" after the phrase "as

amended by a certain Second Modification Agreement dated April 30, 2001” 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, by a certain Third Modification Agreement dated as of July 1, 2001 and from time to time (the **“Grantee”**), is desirous of acquiring said Trademarks.”

2. Recital D of the Second Amended Assignment is amended by inserting the phrase “, by a certain Third 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, by a certain Third Modification Agreement dated as of July 1, 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 Second 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 Three 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 Greg C. Arioli

Title: Chief Operating Officer

Date: August 30, 2001

Grantee:

PNC BANK, NATIONAL ASSOCIATION

By Adam C. Snyder

Title: Vice President

Date: Sept. 14, 2001

COMMONWEALTH OF KENTUCKY)

COUNTY OF Jayette)

ss:

On this, the 30 day of August, 2001, before me, a Notary Public, the undersigned officer, personally appeared Greg Arioli, who acknowledged himself/herself to be the Chief Operating Officer 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.

Wanda J. Hughes
Notary Public

My commission expires: 9-17-2001

COMMONWEALTH OF KENTUCKY

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COUNTY OF Jefferson

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ss:

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On this, the 14th day of September, 2001, before me, a Notary Public, the undersigned officer, personally appeared Susan C. 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.

Cheryl Adams
Notary Public

My commission expires: October 17, 2001

This Instrument prepared by:



Charles R. Keeton
Frost Brown Todd LLC
400 West Market Street, 32nd Floor
Louisville, Kentucky 40202-3363

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