

SCHEDULE A
TO ASSIGNMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS

Trademarks:

(Marks are registered in name of Arlington International Racecourse, Inc. Proof of merger into Arlington Park Racecourse, LLC has been submitted to PTO whenever action has been required. No assignment has been recorded naming LLC.)

Federal Registrations:

A and Design	Reg. No. 1,643,068
A-Club	Reg. No. 2,575,234
American Derby	Reg. No. 1,977,761
Arlington and Design	Reg. No. 1,643,066
Arlington Classic	Reg. No. 1,955,925
Arlington Handicap	Reg. No. 1,972,394
Arlington International Racecourse and Design	Reg. No. 1,696,540
Arlington Matron Handicap	Reg. No. 1,969,474
Arlington Million	Reg. No. 1,643,067
Arlington Million X and Design	Reg. No. 1,665,281
Arlington Park	Reg. No. 2,649,941
Arlington-Washington Futurity	Reg. No. 1,955,931
Arlington-Washington Lassie	Reg. No. 1,933,051
Beverly D.	Reg. No. 1,922,590
Hanshin Handicap	Reg. No. 1,967,951
Inside Rail	Reg. No. 2,437,269
International Festival of Racing	Reg. No. 1,473,710
	Reg. No. 1,980,602
Modesty Handicap	Reg. No. 1,957,400
Mud Bug	Reg. No. 1,852,805
Mud Bug OTB Chicago and Design	Reg. No. 2,415,761
Pucker Up Stakes	Reg. No. 1,957,401
Round Table Stakes	Reg. No. 1,952,704
Saddles & Silks	Reg. No. 1,829,644
Sea O=Erin Handicap	Reg. No. 1,928,105
Secretariat	Reg. No. 1,986,605
Springfield Stakes	Reg. No. 1,975,924
Washington Park Handicap	Reg. No. 1,952,705
Windy City Stakes	Reg. No. 1,977,762

**ASSIGNMENT
OF
PATENTS, TRADEMARKS AND COPYRIGHTS**

This Assignment of Patents, Trademarks and Copyrights (this "Assignment") is made and entered into as of April 3, 2003, by ARLINGTON PARK RACECOURSE, LLC, a limited liability company organized under the laws of the State of Illinois ("Assignor"), in favor of BANK ONE, KENTUCKY, NA, as Collateral Agent (as defined in the Agreement defined below), a national banking association having its principal office in Louisville, Kentucky ("Assignee").

WHEREAS the Assignor has an interest in the trademarks/service marks as listed on Schedule A, including all rights under any applications for the same at the United States Patent and Trademark Office or any corresponding foreign trademark/service mark registrant and all registrations and recordings of the same at the United States Patent and Trademark Office or any corresponding foreign trademark/service mark registrant and all renewals thereof (the "Trademarks").

WHEREAS, Assignor and Assignee have entered into a Pledge and Security Agreement dated as of April 3, 2003, (the "Agreement"), whereby Assignor granted to Assignee a security interest in the Trademarks (other than United States "intent to use" applications until a verified statement of use or amendment to allege use is filed in the United States Patent and Trademark Office with respect to such applications), and in all other now owned or existing or hereafter acquired or arising trade/service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof and all applications in connection therewith, and renewals thereof and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing and all rights corresponding to any of the foregoing throughout the world and the goodwill of Assignor's business connected with the use of and symbolized by the foregoing (collectively, the "Trademark Rights").

WHEREAS, by this Assignment, Assignor desires to fulfill its obligations under the Agreement to record its grant to Assignee of a security interest in the Trademarks and Trademark Rights, which security interest is intended to secure Assignor's obligations to Assignee under the Agreement.

AGREEMENT

Therefore, in fulfillment of Assignor's obligations under the Agreement and related agreements, Assignor agrees as follows:

1. Assignor hereby collaterally assigns as security to Assignee, and confirms its grant to Assignee, of a security interest in all of Assignor's right, title and interest in and to the Trademarks and Trademark Rights pursuant to and subject to the terms of the Agreement as security for the Obligations Secured as defined and provided in the Agreement.

2. Until the occurrence and during the continuance of a Default (as defined and referenced in the Agreement), Assignor shall have all right to possession and use of the Trademarks and Trademark Rights.

3. Upon the occurrence and during the continuance of a Default, Assignee shall have the right, but not the obligation, to claim all rights of Assignor to the Trademarks and Trademark Rights, and all goodwill associated therewith and shall, in addition, have all rights and remedies available to Assignee under the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned, a duly authorized representative of each of the Assignor and the Assignee, has executed this Assignment on the dates set forth below.

ARLINGTON PARK RACECOURSE, LLC

By: Rebecca C. Reed

Name: Rebecca C. Reed

Title: Secretary

Date: April 3, 2003

COMMONWEALTH OF KENTUCKY)

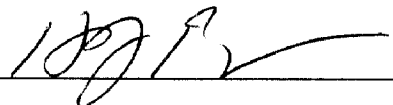
COUNTY OF JEFFERSON)

On this 2 day of April, 2003, before me appeared Rebecca C. Reed, the person who signed this instrument, who acknowledged that he is the duly appointed Secretary of Arlington Park Racecourse LLC (the "Assignor"), that he/she is duly authorized by the Assignor to sign this instrument, and that he/she has signed this instrument as a free act on behalf of the Assignor.

My Commission Expires: 1/2/06

Tamara S. Goodridge
NOTARY PUBLIC, Kentucky State at Large

BANK ONE, KENTUCKY, NA, as COLLATERAL AGENT

By: 

Name: H. Joseph Brenner

Title: S.V.P.

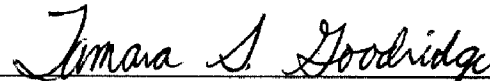
Date: April 3, 2003

COMMONWEALTH OF KENTUCKY)

COUNTY OF JEFFERSON)

On this 2 day of April, 2003 before me appeared H. Joseph Brenner, the person who signed this instrument, who acknowledged that he is the duly appointed S.V.P. of Bank One, Kentucky, NA (the "Assignee"), that he is duly authorized by the Assignee to sign this instrument, and that he has signed this instrument as a free act on behalf of the Assignee.

My Commission Expires: 1/2/06


NOTARY PUBLIC, Kentucky, State at Large

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