

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fair Grounds Corporation		10/14/2004	CORPORATION: LOUISIANA

RECEIVING PARTY DATA	
Name:	CDIP LLC
Street Address:	700 Central Avenue
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40208
Entity Type:	Limited Liability Company: KENTUCKY

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	76266705	FGNETBET.COM
Serial Number:	76266129	FGNETBET
Serial Number:	76162538	FAIR GROUNDS RACE COURSE
Registration Number:	2885332	NET BET
Registration Number:	2782522	FAIR GROUNDS PHONE BET
Registration Number:	2776307	FAIR GROUNDS
Registration Number:	2774532	FAIR GROUNDS
Registration Number:	2774533	NEW ORLEANS FAIR GROUNDS
Registration Number:	2774434	FAIR GROUNDS RACE COURSE
Registration Number:	2764847	
Registration Number:	2759489	FAIR GROUNDS RACE COURSE
Registration Number:	2756768	FAIR GROUNDS RACE COURSE
Registration Number:	2756769	FAIR GROUNDS RACE COURSE
Registration Number:	2719778	
Registration Number:	2719779	

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Registration Number:	2717934	
Registration Number:	2717831	
Registration Number:	2717830	
Registration Number:	2765008	FAIR GROUNDS NET BET

**CORRESPONDENCE DATA**

Fax Number: (502)589-0309  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (502) 562-7334  
Email: ssnyder@wyattfirm.com  
Correspondent Name: Steven L. Snyder  
Address Line 1: 500 W. Jefferson Street  
Address Line 2: PNC Plaza, Suite 2600  
Address Line 4: Louisville, KENTUCKY 40202

NAME OF SUBMITTER:	Steven L. Snyder
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Total Attachments: 3  
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## Assignment of Service Marks and Trademarks

This ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS is made as of this, the 14th day of October, 2004, by Fair Grounds Corporation, a Louisiana corporation, with its principal place of business at 1751 Gentilly Boulevard, New Orleans, Louisiana 70119 ("Assignor"), to CDIP LLC, a Kentucky limited liability company, with its principal office at 700 Central Avenue, Louisville, Kentucky 40208 ("Assignee").

### RECITAL

Assignor and Churchill Downs Inc. ("Churchill Downs") are parties to an Asset Purchase Agreement dated as of August 31, 2004 (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee, and Assignee has agreed to accept from Assignor, the service marks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee and its successors and assigns, of the service marks, trademarks and trade names of Assignor.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names, including without limitation the service marks, trademarks, service mark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Service Marks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Service Marks and Trademarks not been made.

By this instrument, Assignor makes no representations or warranties whatsoever, and hereby expressly disclaims, any and all express or implied representations and warranties; provided, that the Assignor acknowledges and agrees that this Assignment is governed by the Agreement and, thus, any representations, warranties,

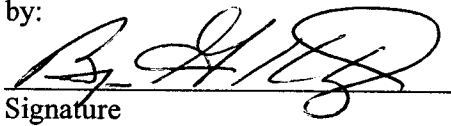
disclaimers, indemnities or other terms and conditions governing the subject matter of this Assignment as set forth in the Agreement are hereby preserved.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service Marks and Trademarks shall be governed by and construed in accordance with the laws of the State of Louisiana without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Service Marks and Trademarks as of the date first above written.

FAIR GROUNDS CORPORATION

by:

  
Signature

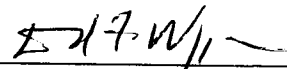
Bryan G Krantz  
Printed name

President  
Title

State of Louisiana     )  
  )ss.:  
Parish of Orleans     )

On this the 14<sup>th</sup> day of October, 2004, before me, personally appeared (name) Bryan G. Krantz, the (title) President of Fair Grounds Corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.







Witness my hand and official seal.

  
Notary Public

DAVID F. WAGUESPACK, 38420  
Notary Public in and for  
the State of Louisiana.  
My Commission is for Life.

**SCHEDULE A**

**Registered Service marks and Trademarks (Federal)**

<b>Service mark or Trademark</b>	<b>U.S. Registration No.</b>	<b>Registration Date</b>
	2,717,830	May 20, 2003
	2,717,831	May 20, 2003
	2,717,934	May 20, 2003
	2,719,779	May 27, 2003
	2,719,778	May 27, 2003
FAIR GROUNDS RACE COURSE	2,756,769	August 26, 2003
FAIR GROUNDS RACE COURSE	2,756,768	August 26, 2003
FAIR GROUNDS RACE COURSE	2,759,489	September 2, 2003
	2,764,847	September 16, 2003
FAIR GROUNDS NET BET	2,765,008	September 16, 2003
FAIR GROUNDS RACE COURSE	2,774,434	October 21, 2003
NEW ORLEANS FAIR GROUNDS	2,774,533	October 21, 2003
FAIR GROUNDS	2,774,532	October 21, 2003
FAIR GROUNDS	2,776,307	October 21, 2003
FAIR GROUNDS PHONE BET	2,782,522	November 11, 2003
NET BET	2,885,332	September 14, 2004

**Pending Service mark or Trademark Applications (Federal)**  
*(for which statements of use have been filed)*

<b>Service mark or Trademark</b>	<b>U.S. Serial No.</b>	<b>Application Date</b>
FGNETBET.COM	76/266705	June 4, 2001
FGNETBET	76/266129	June 1, 2001
FAIR GROUNDS RACE COURSE	76/162538	November 9, 2000

**Registered Service marks and Trademarks (State)**

<b>Service mark or Trademark</b>	<b>State of Registration</b>	<b>Registration Date</b>
FAIR GROUNDS CLUBHOUSE	Louisiana	April 15, 1988
FAIR GROUNDS OFF TRACK BETTING	Louisiana	October 24, 1988
FAIR GROUNDS RACETRACK	Louisiana	April 15, 1988
FAIR GROUNDS RESTAURANT AND BAR	Louisiana	April 15, 1988