

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Churchill Downs Incorporated		03/28/2006	CORPORATION: KENTUCKY

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A. (successor by merger to Bank One, NA)
Street Address:	416 W. Jefferson Street
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40202
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2682320	CDSN
Registration Number:	2222444	CHURCHILL CHARLIE
Registration Number:	2231670	
Registration Number:	2706752	GREEN PASTURES PROGRAM
Registration Number:	2690637	GREEN PASTURES PROGRAM
Registration Number:	2443645	JUNIOR JOCKEY CLUB
Registration Number:	2744388	ROAD TO THE ROSES
Registration Number:	2071030	THE WORLD'S MOST LEGENDARY RACETRACK
Registration Number:	2565972	
Registration Number:	2568139	
Registration Number:	1367101	

CORRESPONDENCE DATA

Fax Number: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK

REEL: 003292 FRAME: 0800

900046994

CH \$290.00 2682320

Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St. Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-35440
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	04/19/2006

Total Attachments: 7

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**SUPPLEMENTAL GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND COPYRIGHTS**

THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS AND COPYRIGHTS (the "Supplemental Grant") is made effective as of March ~~20~~, 2006 by and from CHURCHILL DOWNS INCORPORATED (the "Grantor"), a Kentucky corporation, to and in favor of JPMORGAN CHASE BANK, N.A. (successor by merger to Bank One, NA) (the "Grantee"), for itself and as Collateral Agent (as defined in the Pledge and Security Agreement referenced below).

WHEREAS, Grantor and Grantee entered into an Amended and Restated Pledge and Security Agreement dated September 23, 2005 (as amended from time to time, the "Pledge and Security Agreement").

WHEREAS, the Grantor has adopted, used and is using (a) the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office and (b) the copyrights (the "Copyrights") listed on Exhibit B attached hereto, which Copyrights are registered or pending registration with the United States Copyright Office.

WHEREAS, this Supplemental Grant has been granted in conjunction with the security interest granted to Grantee under the Pledge and Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Pledge and Security Agreement.

2) The Security Interest.

(a) This Supplemental Grant is made to secure the satisfactory performance and payment of all the Obligations Secured of Grantor, pursuant to the Pledge and Security Agreement. Upon the payment in full of all Obligations Secured (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks and Copyrights acquired under this Supplemental Grant.

(b) The Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in and to (1) the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, (2) all proceeds and products

of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

(c) The Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in and to (1) the Copyrights set forth in Exhibit B now owned or from time to time after the date hereof owned or acquired by the Grantor, (2) all proceeds and products of the Copyrights, (3) the goodwill associated with such Copyrights, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Copyrights or unfair competition regarding the same.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Supplemental Grant of Security Interest effective as of the date first written above.

CHURCHILL DOWNS INCORPORATED

By: Michael E. Miller

Name: Michael E. Miller

Title: Executive Vice President & Chief Financial Officer

STATE OF KENTUCKY)
JEFFERSON COUNTY)

Michael E. Miller, known to me to be the Executive Vice President and Chief Financial Officer of CHURCHILL DOWNS INCORPORATED, personally came before me this 25th day of March, 2006, and executed or acknowledged to me that he or she executed the foregoing Supplemental Grant of Security Interest in United States Trademarks and Copyrights on behalf of CHURCHILL DOWNS INCORPORATED and pursuant to authority duly received.

(SEAL)

Dawn C. Carter
Notary Public, State of Kentucky Notary Public, State of Large, KY
My Commission Expires: My commission expires Sept 12, 2008

SUPPLEMENTAL GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND COPYRIGHTS
Exhibit A - SCHEDULE OF TRADEMARKS

TRADEMARKS

Attached.

Exhibit A

TRADEMARK
REEL: 003292 FRAME: 0805

SCHEDULE A

CHURCHILL DOWNS INCORPORATED

Trademarks:

Federal Registrations:

CDSN	Reg. No. 2,682,320
Churchill Charlie	Reg. No. 2,222,444
Churchill Charlie Design only	Reg. No. 2,231,670
Green Pastures Program	Reg. No. 2,706,752
Green Pastures Program & Design	Reg. No. 2,690,637
Junior Jockey Club	Reg. No. 2,443,645
Road to the Roses	Reg. No. 2,744,388
The World's Most Legendary Racetrack	Reg. No. 2,071,030
Twin Spires Logo (design only)	Reg. No. 2,565,972
	Reg. No. 2,568,139
Twin Spires Roofline Design	Reg. No. 1,367,101

State Registrations:

Dawn at the Downs and Design	Kentucky No. 10852
Run for the Roses and Design	Kentucky No. 08682
Kentucky Sampler and Design	Kentucky No. 09309

SUPPLEMENTAL GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND COPYRIGHTS
Exhibit B - SCHEDULE OF COPYRIGHTS

COPYRIGHTS

Attached.

Exhibit B

SCHEDULE B

Copyright Registrations:

Kentucky Derby 113 logo	Reg. No. VA256465
Kentucky Derby 114 logo	Reg. No. VA300797
Kentucky Derby 115 logo	Reg. No. VA318109
Kentucky Derby 116 logo	Reg. No. VA388760
Kentucky Derby 117 logo	Reg. No. VA432815
Kentucky Derby 118 logo	Reg. No. VA487209
Kentucky Derby 119 logo	Reg. No. VA528216
Kentucky Derby 120 logo	Reg. No. VA637781
Kentucky Derby 121 logo	Reg. No. VA680014
Kentucky Derby 122 logo	Reg. No. VA760665
Kentucky Derby 123 logo	Reg. No. VA846345
Kentucky Derby 124 logo	Reg. No. VA911899
Kentucky Derby 125 logo	Reg. No. VA981153
Kentucky Derby 126 logo	Reg. No. VA982217
Kentucky Derby 127 logo	Reg. No. VA1076482
Kentucky Derby 128 logo	Reg. No. VA1128464
Kentucky Derby 129 logo	Reg. No. VA1188676
Kentucky Derby 130 logo	Reg. No. VA1262443
Kentucky Derby 131 logo	Reg. No. (pending)