

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Churchill Downs California Company		09/23/2005	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	Hollywood Park Land Company, LLC		
Street Address:	4 Embarcadero Center		
Internal Address:	Suite 3300		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1850076	HOLLYWOOD PARK	
CORRESPONDENCE DATA			
Fax Number:	(617)542-8906		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-542-5070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Debra S. Serota		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	20556-002001		
NAME OF SUBMITTER:	Debra S. Serota		
Signature:	/Debra S. Serota/		

CH 1850076 \$40.00

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TRADEMARK
REEL: 003398 FRAME: 0150

Date:

09/27/2006

Total Attachments: 2

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TRADEMARK ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Churchill Downs California Company, a Kentucky corporation ("Seller"), hereby transfers, conveys and assigns to Hollywood Park Land Company, LLC, a Delaware limited liability (as assignee of Bay Meadows Land Company, LLC, a Delaware limited liability company) ("Buyer"), all of Seller's right, title and interest in and to (i) the HOLLYWOOD PARK trademark, including all of Seller's rights under U.S. Registration 1,850,076 relating to such trademark, and (ii) the goodwill of Seller's business symbolized by such trademark. Without limiting any of Buyer's rights or Seller's obligations under the Asset Purchase Agreement between Buyer and Seller dated as of July 6, 2005, Seller makes no representations or warranties whatsoever under this Assignment of Trademark, including, without limitation, any representations or warranties regarding the trademark, registration or goodwill transferred hereunder, and Buyer agrees to look solely to such Asset Purchase Agreement for any such representations or warranties.

Date: September 23 2005

[Signatures Follow on Next Page]

CHURCHILL DOWNS CALIFORNIA COMPANY

By: ME Miller

Print Name: Michael E. Miller

Title: Vice President

Date: _____