

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Churchill Downs Incorporated		12/22/2009	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 69			
Property Type	Number	Word Mark	
Registration Number:	3530208	BLOODSTOCK RESEARCH INFORMATION SERVICES	
Registration Number:	3476348	BRISNET.COM	
Registration Number:	3520088	CHIEF PARTY OFFICER	
Registration Number:	2222444	CHURCHILL CHARLIE	
Registration Number:	1557889	CHURCHILL DOWNS	
Registration Number:	3158512	CHURCHILL DOWNS	
Registration Number:	3520086	CPO	
Registration Number:	3582581	DERBY LIFE	
Registration Number:	2706752	GREEN PASTURES PROGRAM	
Registration Number:	2690637	GREEN PASTURES PROGRAM	
Registration Number:	2443645	JUNIOR JOCKEY CLUB	
Registration Number:	3697785	KENTUCKY DERBY	
Registration Number:	0997385	KENTUCKY DERBY	
Registration Number:	3615279	KENTUCKY OAKS	

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Registration Number:	1713541	KENTUCKY OAKS
Registration Number:	2231670	
Registration Number:	2568139	
Registration Number:	2565972	
Registration Number:	3332516	OAKS LILY
Registration Number:	2744388	ROAD TO THE ROSES
Registration Number:	3504268	THE HANDICAPPER'S EDGE
Registration Number:	1534197	THE KENTUCKY DERBY
Registration Number:	2071030	THE WORLD'S MOST LEGENDARY RACETRACK
Registration Number:	3454766	TWINSPIRES
Registration Number:	3454767	TWINSPIRES
Registration Number:	3611026	ULTIMATE PPS
Serial Number:	77602705	BRING THE DERBY HOME
Serial Number:	77751234	CAMP DERBY
Serial Number:	77751248	CAMP DERBY
Serial Number:	77751252	CAMP DERBY
Serial Number:	77874204	HULLABALOU
Serial Number:	77873615	HULLABALOU
Serial Number:	77606379	K D
Serial Number:	77663033	K D
Serial Number:	77663269	K D KENTUCKY DERBY PARTY
Serial Number:	77606424	K O KENTUCKY OAKS
Serial Number:	77606427	K D KENTUCKY DERBY
Serial Number:	77663255	KD KENTUCKY DERBY
Serial Number:	77567887	KENTUCKY DERBY
Serial Number:	77567892	KENTUCKY DERBY
Serial Number:	77567877	KENTUCKY DERBY
Serial Number:	77568812	KENTUCKY DERBY
Serial Number:	77606430	KENTUCKY DERBY
Serial Number:	77663232	KENTUCKY DERBY
Serial Number:	77570238	KENTUCKY OAKS
Serial Number:	77570243	KENTUCKY OAKS
Serial Number:	77570251	KENTUCKY OAKS
Serial Number:	77570262	KENTUCKY OAKS
Serial Number:	77606434	KENTUCKY OAKS

Serial Number:	77663294	KENTUCKY OAKS
Serial Number:	77606437	KENTUCKY OAKS LADIES FIRST
Serial Number:	77663310	KENTUCKY OAKS LADIES FIRST
Serial Number:	77663318	KO KENTUCKY OAKS
Serial Number:	77669404	
Serial Number:	77663006	
Serial Number:	77606435	
Serial Number:	77663021	
Serial Number:	77606429	
Serial Number:	77712397	OAKS DAY
Serial Number:	77649059	OUR JOB IS FUN
Serial Number:	77572477	RUN FOR THE ROSES
Serial Number:	77572869	RUN FOR THE ROSES
Serial Number:	77572872	RUN FOR THE ROSES
Serial Number:	77574645	RUN FOR THE ROSES
Serial Number:	77574638	RUN FOR THE ROSES
Serial Number:	77574650	RUN FOR THE ROSES
Serial Number:	77712389	RUN FOR THE ROSES
Serial Number:	77823418	STUDZ POKER CLUB
Serial Number:	77661528	Z-5

#### CORRESPONDENCE DATA

Fax Number: (214)981-3400

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

Phone: 214-981-3483

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Correspondent Name: Dusan Clark, Esq.

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Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-35440
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	12/23/2009

Total Attachments: 5

**TRADEMARK**  
**REEL: 004118 FRAME: 0525**

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of December 22, 2009 by and from CHURCHILL DOWNS INCORPORATED, a Kentucky corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Collateral Agent for the Lenders and the other holders of Secured Obligations (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, the Grantor, certain Subsidiaries of the Grantor, the Lenders and the Grantee have entered into a Second Amended and Restated Credit Agreement dated as of December 22, 2009 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, certain Subsidiaries of the Grantor have guaranteed the repayment of the Secured Obligations pursuant to a Second Amended and Restated Guaranty dated as of December 22, 2009 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Grantor and certain Subsidiaries of the Grantor have entered into a Second Amended and Restated Pledge and Security Agreement dated as of December 22, 2009 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Lenders and the other holders of Secured Obligations. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the 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 Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably

requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds 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 the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Kentucky.

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

CHURCHILL DOWNS INCORPORATED, as a  
Grantor

By: Mike Anderson  
Name: MICHAEL W. ANDERSON  
Title: VICE PRESIDENT, CORPORATE  
FINANCE & TREASURER

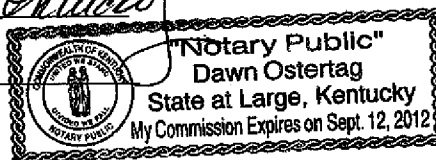
COMMONWEALTH OF KENTUCKY )  
JEFFERSON COUNTY )

On December 31, 2009, before me, Dawn Ostertag, Notary Public, personally appeared Michael Anderson, personally known to me 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.

(SEAL)

Dawn Ostertag  
Notary Public, State of Kentucky

My Commission Expires:



CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS

Federal (U.S.) Registrations:

Bloodstock Research Information Services	Reg. No. 3,530,208
Brisnet.com	Reg. No. 3,476,348
Chief Party Officer	Reg. No. 3,520,088
Churchill Charlie	Reg. No. 2,222,444
Churchill Downs	Reg. No. 1,557,889
Churchill Downs	Reg. No. 3,158,512
CPO	Reg. No. 3,520,086
Derby Life	Reg. No. 3,582,581
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
Kentucky Derby	Reg. No. 3,697,785
Kentucky Derby	Reg. No. 997,385
Kentucky Oaks	Reg. No. 3,615,279
Kentucky Oaks	Reg. No. 1,713,541
Miscellaneous Design [Churchill Charlie]	Reg. No. 2,231,670
Miscellaneous Design [twin spires]	Reg. No. 2,568,139
Miscellaneous Design [twin spires]	Reg. No. 2,565,972
Oaks Lily	Reg. No. 3,332,516
Road to the Roses	Reg. No. 2,744,388
The Handicapper's Edge	Reg. No. 3,504,268
The Kentucky Derby	Reg. No. 1,534,197
The World's Most Legendary Racetrack	Reg. No. 2,071,030
Twinspires	Reg. No. 3,454,766
Twinspires & Design	Reg. No. 3,454,767
Ultimate PPS	Reg. No. 3,611,026

Federal (U.S.) Applications:

Bring the Derby Home	Appl. No. 77/602,705
Camp Derby	Appl. No. 77/751,234
Camp Derby	Appl. No. 77/751,248
Camp Derby	Appl. No. 77/751,252
Hullabalou & Design	Appl. No. 77/874,204
Hullabalou & Design	Appl. No. 77/873,615
K D & Design	Appl. No. 77/606,379
K D & Design [lady and hat/color]	Appl. No. 77/663,033
K D Kentucky Derby Party & Design [lady and hat]	Appl. No. 77/663,269
K O Kentucky Oaks & Design	Appl. No. 77/606,424
KD Kentucky Derby & Design	Appl. No. 77/606,427
KD Kentucky Derby & Design [long-stemmed rose/color]	Appl. No. 77/663,255
Kentucky Derby	Appl. No. 77/567,887
Kentucky Derby	Appl. No. 77/567,892
Kentucky Derby	Appl. No. 77/567,877



Kentucky Derby	Appl. No. 77/568,812
Kentucky Derby & Design [horseshoe & rose]	Appl. No. 77/606,430
Kentucky Derby & Design [horseshoe and rose]	Appl. No. 77/663,232
Kentucky Oaks	Appl. No. 77/570,238
Kentucky Oaks	Appl. No. 77/570,243
Kentucky Oaks	Appl. No. 77/570,251
Kentucky Oaks	Appl. No. 77/570,262
Kentucky Oaks & Design	Appl. No. 77/606,434
Kentucky Oaks & Design [horseshoe, lily]	Appl. No. 77/663,294
Kentucky Oaks Ladies First (Stylized)	Appl. No. 77/606,437
	Appl. No. 77/663,310
KO Kentucky Oaks & Design [pink/gold with lily]	Appl. No. 77/663,318
Miscellaneous Design [horse head with rose]	Appl. No. 77/669,404
Miscellaneous Design [horseshoe and lily/color]	Appl. No. 77/663,006
Miscellaneous Design [horseshoe and lily]	Appl. No. 77/606,435
Miscellaneous Design [horseshoe and rose/color]	Appl. No. 77/663,021
Miscellaneous Design [horseshoe and rose]	Appl. No. 77/606,429
Oaks Day	Appl. No. 77/712,397
Our Job Is Fun	Appl. No. 77/649,059
Run for the Roses	Appl. No. 77/572,477
Run for the Roses	Appl. No. 77/572,869
Run for the Roses	Appl. No. 77/572,872
Run for the Roses	Appl. No. 77/574,645
Run for the Roses	Appl. No. 77/574,638
Run for the Roses	Appl. No. 77/574,650
Run for the Roses	Appl. No. 77/712,389
Studz Poker Club	Appl. No. 77/823,418
Z-5	Appl. No. 77/661,528