

09-17-2010



103607017



09-14-2010

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Patent & Trademark Office Form 1018A

9-14-10

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
April 30, 2010

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name

April 30, 2010

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 004285 FRAME: 0805

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Alex Porat

September 13, 2010

Name of Person Signing

Signature

Date Signed

Description of the Trademarks

Jurisdiction	Trademark	Serial #	Status
United States	Gypsy Rose	78524555	Live
United States	Major Mac	78524552	Live
United States	Horse Wizard	78524550	Live
United States	Solid Sam	78524543	Live
United States	Sirona	78345356	Live
United States	Expressbet	77012394	Live
United States	Anytime...From Anywhere	76355814	Live
United States	Xpressbet	76355812	Live
United States	Horseracing TV	76393664	Live
United States	HRTV	76393662	Live
United States	Parimax Entertainment	76355817	Live
United States	Parimax	76355819	Live
United States	Parimax Entertainment	76355818	Live
United States	Magnabet	76602031	Live

United States	Xpresbet Anytime....From Anywhere	76355816	Live
United States	Magna 5 Pick 5	76616105	Live
United States	Magna 5	76616086	Live
United States	MEC Today	76595606	Live
United States	Bay Meadows	76571559	Live
United States	Xpressway	76559612	Live
United States	Sunshine Millions	76433660	Live
United States	MEC Entertainment	76355821	Live
United States	Xpressbet	76355815	Live
United States	Palm Meadows	76339572	Live
United States	Frontrunner	76124648	Live
United States	Magna Entertainment	75909473	Live
United States	Great Lakes Downs	75936600	Live
United States	Comic Figure Man Design	78524637	Registered
United States	Comic Figure Man with Hat Design	78524560	Registered
United States	Comic Figure Woman Design	78524612	Registered

United States	Donn Handicap, Santa Anita Handicap, Pimlico Special, Hal's Hope, Sunshine Millions Classic, etc	751409	Proposed
United States	Sports Casino	76202673	Abandoned
United States	Agrigold	751417	Proposed
United States	Aneda, Exacta, and Tiara	751419	Proposed
United States	Win Place Show	751265US	Proposed
United States	Xpressbet, Instaheat, Pre-heat, Warm-up, Preceed and Premiere Personalized Climate Control	751407	Proposed

TRADEMARK ASSIGNMENT (USA)

This Trademark Assignment ("Assignment"), dated as of April 30, 2010, is entered into by and between Magna Entertainment Corp., a Delaware corporation ("Assignor"), and MI Developments US Financing Inc., a Delaware corporation ("Assignee").

Recitals

Reference is made to the Third Amended Joint Plan of Affiliated Debtors, The Official Committee of Unsecured Creditors, MI Developments Inc. and MI Developments US Financing Inc. Pursuant to Chapter 11 of the United States Bankruptcy Code, as the same is amended, modified or supplemented from time to time in accordance with the terms and provisions thereof, dated March 24, 2010 (filed on March 25, 2010) (Case No. 09-10720 (MFW)) (the "Plan").

Pursuant to the terms of the Plan, Assignor and Assignee are entering into this Assignment in order to effect the transfer to Assignee of the entire right, title and interest held by Assignor in and to the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which are filed and/or registered in the name of Assignor under the application and/or registration numbers in the jurisdictions as set forth in Exhibit A.

Agreement

NOW, THEREFORE, in consideration of these premises, covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, sells, assigns and transfers to Assignee, its successors and assigns, all worldwide right, title and interest, legal and equitable, held by Assignor in and to the Trademarks together with the goodwill associated with and symbolized by the Trademarks. The assignment of the Trademarks granted herein includes all rights of action accrued, accruing and to accrue under and by virtue of the Trademarks, including all right to sue or otherwise recover for past, present and future infringement thereof and to receive all damages, payments, costs and fees associated therewith. In accordance with the Plan, Assignor shall execute and deliver any and all instruments and documents and take such further actions as may be necessary and reasonably requested by Assignee in writing to document and record with the appropriate authorities the aforesaid assignment and transfer, provided that Assignee shall be solely responsible for filing and recording such documents including all costs associated therewith.

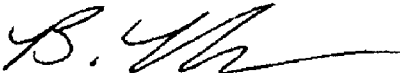
Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its name to take any and all action and to execute thereafter any and all documents and instruments that Assignee deems necessary or desirable to accomplish the purposes of this Agreement.

This instrument may be executed in two or more counterparts (delivery of which may occur electronically), each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this instrument to produce or account for more than one such counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties, by their duly authorized officers, do hereby execute this Trademark Assignment (USA) as of the date first written above.

MAGNA ENTERTAINMENT CORP.

By: 

Name: Blake Tohana

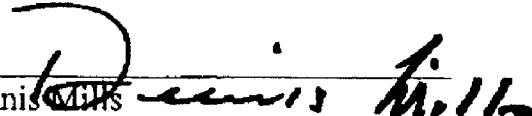
Title: Executive Vice President and Chief Financial Officer

By: 

Name: William G. Ford


Title: Executive Vice President, General Counsel and Secretary

MI DEVELOPMENTS US FINANCING INC.

By: 

Name: Dennis Mills

Title: Chief Executive Officer

By: 

Name: Rocco Liscio

Title: Executive Vice President and Chief Financial Officer

ACKNOWLEDGEMENT

STATE/PROVINCE OF NEW YORK)
)
NEW YORK (COUNTY/COUNTRY))

Be it remembered on this 29th day of APRIL, 2010, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Blake Tohana, to me known, who being by me duly sworn according to law, on his oath does depose and make proof of my satisfaction that he was at the time of the execution thereof the Executive Vice President and Chief Financial Officer of Magna Entertainment Corp., the assignor in the foregoing instrument; and that he signed, sealed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his authority.

Liisi Vanaselja
Notary Public

LIISI VANASELJA
Notary Public, State Of New York
No. 01VA6060680
Qualified In Queens County
Commission Expires 6/25/2011

STATE/PROVINCE OF NEW YORK)
)
NEW YORK (COUNTY/COUNTRY))

Be it remembered on this 29th day of APRIL, 2010, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared William G. Ford, to me known, who being by me duly sworn according to law, on his oath does depose and make proof of my satisfaction that he was at the time of the execution thereof Executive Vice President, General Counsel and Secretary of Magna Entertainment Corp., the assignor in the foregoing instrument; and that he signed, sealed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his authority.

Liisi Vanaselja
Notary Public

LIISI VANASELJA
Notary Public, State Of New York
No. 01VA6060680
Qualified In Queens County
Commission Expires 6/25/2011




NY17281030v.1

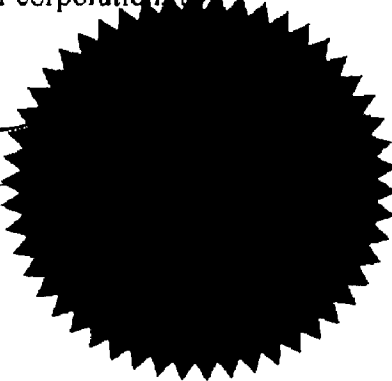
ACKNOWLEDGEMENT

PROVINCE OF ONTARIO)
)
CANADA)

Be it remembered on this 30 day of April, 2010, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in and for the Province of Ontario, personally appeared Dennis Mills, to me known, who being by me duly sworn according to law, on his oath does depose and make proof of my satisfaction that he was at the time of the execution thereof the Chief Executive Officer of MI Developments US Financing Inc., the assignee in the foregoing instrument; and that he signed, sealed and delivered the instrument as the voluntary act and deed of said corporation by virtue of his authority.




Vito Ciraco
Notary Public



PROVINCE OF ONTARIO)
)
CANADA)

Be it remembered on this 30 day of April, 2010, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in and for the Province of Ontario, personally appeared Rocco Liscio, to me known, who being by me duly sworn according to law, on his oath does depose and make proof of my satisfaction that he was at the time of the execution thereof the Executive Vice President and Chief Financial Officer of MI Developments US Financing Inc., the assignee in the foregoing instrument; and that he signed, sealed and delivered the instrument as the voluntary deed of said corporation, by virtue of his authority.



Vito Ciraco
Notary Public

