

12-10-2010

FORM PTO-1594 (Modified)
(Rev. 01/05)
OMB No. 0651-0027 (exp. 6/30/2008)
TM05/REV04



TRADEM

103613492

ET
S ONLY

Docket No
751423US

To the Director of the U S Patent and Trademark Office Please record the attached original documents or the new address(es) below

12-7-10

1 Name of conveying party(ies)

Magna Entertainment Corp.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names(s) of conveying party(ies) Yes No

3 Nature of conveyance/Execution Date(s)

Execution Date **April 30, 2010**

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2 Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name **MI Developments US Financing Inc.**

Internal Address

Street Address **455 Magna Drive**

City **Aurora**

State **Ontario**

Country **CANADA** ZIP **L4G 7A9**

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship **Delaware**
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be a separate document from

4 Application number(s) or registration numbers(s) and identification or description of the Trademark/Service Mark

A Trademark / Service Mark Application No (s)

B Trademark / Service Mark Registration No (s)

76/602,031



12-07-2010

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s)/Service Mark(s) (and Filing Date if Application or Registration Number is unknown)

MAGNET (Filing Date: July 12, 2004)

5 Name & address of party to whom correspondence concerning document should be mailed

Name **Alex Porat**

Internal Address **Magna International Inc.**

Street Address **337 Magna Drive**

City **Aurora**

State **Ontario** Zip **L4G 7K1**

Phone Number **905-726-7045**

Fax Number **905-726-7173**

Email Address **alex_porat@magna.on.ca**

6 Total number of applications and registrations involved

1

7 Total fee (37 CFR 2.6(b)(6) & 3.41) \$ **40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8 Payment Information **12/10/2010 AMULLINS 00000009 76602031**

a Credit Card Last 4 Numbers **01 FC:0521** Expiration Date **48.00 0P**

b Deposit Account Number

Authorized User Name

9 Signature

Signature

December 6, 2010

Date

Alex Porat
Name of Person Signing

Total number of pages including cover sheet, attachments, and document

14

10/5/10

10-07-2010

FORM PTO-1594 (Modified)
(Rev 07/05)
OMB No 0651-0027 (exp 6/30/2008)
TM05/REV04



HEET
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Docket No
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TRADE

103608609

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Internal Address

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City Aurora

State Ontario

Country CANADA ZIP L4G 7A9

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Delaware
- Other

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09-30-2010

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State Ontario Zip L4G 7K1

Phone Number 905-726-7045

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- Authorized to be charged to deposit account
- Enclosed

8 Payment Information

a Credit Card Last 4 Numbers 8676
Expiration Date 04/2013

b Deposit Account Number
Authorized User Name

9 Signature

Signature

September 23, 2010

Date

Alex Porat
Name of Person Signing

Total number of pages including cover sheet, attachments, and document

10

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.

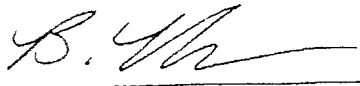
Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its name to take any and all action and to execute thereafter any and all documents and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

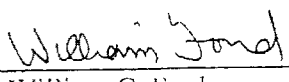
This instrument may be executed in two or more counterparts (delivery of which may occur electronically), each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

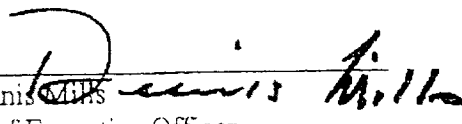
IN WITNESS WHEREOF, the parties, by their duly authorized officers, do hereby execute this Trademark Assignment (USA) as of the date first written above.

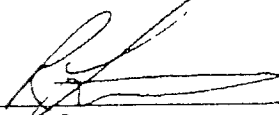
MAGNA ENTERTAINMENT CORP.

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 01V/6060680
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

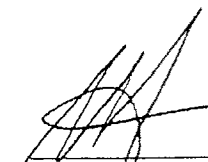
LIISI VANASELJA
Notary Public, State Of New York
No 01V/6060680
Qualified in Queens County
Commission Expires 6/25/2011

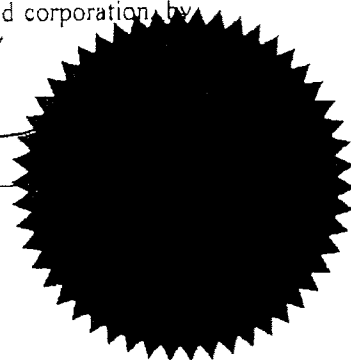


ACKNOWLEDGEMENT

PROVINCE OF ONTARIO)
CANADA)

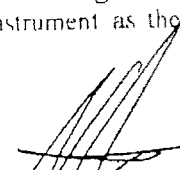
Be it remembered on this 30 day of April, 2010, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in and for the Province of Ontario, personally appeared Dennis Mills, to me known, who being by me duly sworn according to law, on his oath does depose and make proof 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

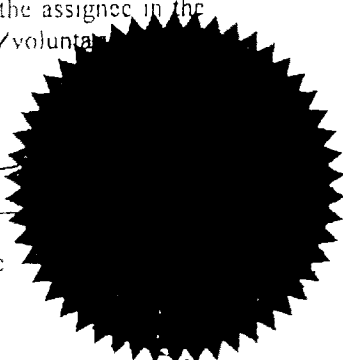


Exhibit A

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	MDC 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	Aveda, 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

Work/Logical LOCATION ROUTING SHEET

To: ASSIGNMENT BRANCH
Work Location: INTENT TO USE SECTION

Mark: MAGNABET

Serial No: 76602031



Mail Date: 12072010



Doc. Type: Assignment



Examiner: 76144



WATSON, JULIE

Paralegal Number: 00000



NO PARALEGAL RECORD

LIE Number: 00000



NO LIE ASSIGNED

FILE IN TICRS: YES

RAM Mail Date: 120710



Law Office Assigned : LAW OFFICE 109

PHYSICAL LOCATION ROUTING SHEET

To: ASSIGNMENT BRANCH

Physical Location: FILE REPOSITORY (FRANCONIA)

Mark: MAGNABET

Serial No: 76602031



Mail Date: 12072010



Doc. Type: Assignment



Examiner: 76144



WATSON, JULIE

Paralegal Number: 00000



NO PARALEGAL RECORD

LIE Number: 00000



NO LIE ASSIGNED

FILE IN TICRS: YES

RAM Mail Date: 120710



Law Office Assigned : LAW OFFICE 109

RECORDED: 12/07/2010

**TRADEMARK
REEL: 004431 FRAME: 0014**