

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
Youbet.com, LLC		12/17/2010	LIMITED LIABILITY COMPANY: DELAWARE
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 Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2570630	YUBET.COM	
Registration Number:	2587113	YUBET.COM	
Registration Number:	2570631	YUBET.COM	
Registration Number:	2572594	YUBET.COM	
Registration Number:	2935037	YUBET.COM HARNESS	
Registration Number:	2935036	YUBET.COM HARNESS	
Registration Number:	3014081	YUBET ANYWHERE	
Registration Number:	2385449	TRACKVIEW	
Registration Number:	2887919	PLAYERS TRUST	
Registration Number:	2640695	YUBET EXPRESS	
Registration Number:	2933504	YUBET MOBILE	
Registration Number:	2882222	YUBET.COM TOTALACCESS	
Registration Number:	3474063	KING CONTEST	
Serial Number:	78897492	YUBET ADVANTAGE	

TRADEMARK

900179325

REEL: 004438 FRAME: 0090

CH \$440.00 2570630

Serial Number:	77726643	MYSMARTMONEY
Serial Number:	77680859	XSTREAM AV
Serial Number:	77827792	WHO DO YOU LIKE?.COM

CORRESPONDENCE DATA

Fax Number: (214)981-3400

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

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
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NAME OF SUBMITTER:	Dusan Clark
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Signature:	/Dusan Clark/
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Date:	12/21/2010
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Total Attachments: 5

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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 17, 2010 by and from YOUTBET.COM, LLC, a Delaware limited liability company (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, Churchill Downs Incorporated (the "Borrower"), the Grantor, certain other Subsidiaries of the Borrower, 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, the Grantor, along with certain other Subsidiaries of the Borrower, has 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 Borrower, the Grantor and certain other Subsidiaries of the Borrower 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.

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

YOUBET.COM, LLC

By: 
Name: Rohit Thukral
Title: President

STATE OF _____)
_____ COUNTY _____)

On December __, 2010, before me, _____, Notary Public, personally appeared _____, 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)

Notary Public, State of _____

My Commission Expires: _____

* See Attached Loose Certificate

Signature Page for
Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 004438 FRAME: 0094

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Santa Clara }

On 12/15/10 before me, Suzanne Patti, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rohit Thukral
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Suzanne Patti
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Continuation Grant of Security Interest

Document Date: in US Trademarks 12/14/10 Number of Pages: 4

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rohit Thukral

☒ Corporate Officer — Title(s): President

- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: Subat.com LLC

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



Signer's Name: _____

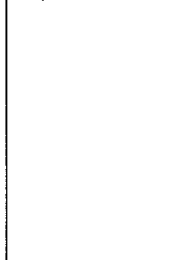
☐ Corporate Officer — Title(s): _____

- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

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

Youbet.com	Reg. No. 2570630
Youbet.com	Reg. No. 2587113
Youbet.com & Logo	Reg. No. 2570631
Youbet.com & Logo	Reg. No. 2572594
Youbet.com Harness	Reg. No. 2935037
Youbet.com Harness & Design	Reg. No. 2935036
Youbet Anywhere	Reg. No. 3014081
Trackview	Reg. No. 2385449
Players Trust	Reg. No. 2887919
Youbet Express	Reg. No. 2640695
Youbet Mobile	Reg. No. 2933504
Youbet.com TotalAccess	Reg. No. 2882222
King Contest	Reg. No. 3474063
Youbet Advantage	Appl. No. 78/897492
MySmartMoney	Appl. No. 77/726643
XSTREAM AV	Appl. No. 77/680859
Who Do You Like?.com	Appl. No. 77/827792