

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
MI Developments US Financing Inc.		04/30/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MI Developments Investments Inc.
Street Address:	455 Magna Drive, 2nd Floor
City:	Aurora, Ontario
State/Country:	CANADA
Postal Code:	L4G 7A9
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	78524555	GYPSY ROSE
Serial Number:	78524552	MAJOR MAC
Serial Number:	78524550	HORSE WIZARD
Serial Number:	78524543	SOLID SAM
Serial Number:	78345356	SIRONA
Serial Number:	77012394	EXPRESSBET
Serial Number:	76355814	ANYTIME... FROM ANYWHERE
Serial Number:	76355812	XPRESSBET
Serial Number:	76393664	HORSERACING TV
Serial Number:	76393662	HRTV
Serial Number:	76355817	PARIMAX ENTERTAINMENT
Serial Number:	76355819	PARIMAX
Serial Number:	76355818	PARIMAX ENTERTAINMENT
Serial Number:	76602031	MAGNABET

TRADEMARK

Serial Number:	76355816	XPRESSBET ANYTIME...FROM ANYWHERE
Serial Number:	76616105	MAGNA 5 PICK 5
Serial Number:	76616086	MAGNA 5
Serial Number:	76595606	MEC TODAY
Serial Number:	76571559	BAY MEADOWS
Serial Number:	76559612	XPRESSWAY
Serial Number:	76433660	SUNSHINE MILLIONS
Serial Number:	76355821	MEC ENTERTAINMENT
Serial Number:	76355815	XPRESSBET
Serial Number:	76339572	PALM MEADOWS
Serial Number:	76124648	FRONTRUNNER
Serial Number:	75909473	MAGNA ENTERTAINMENT
Serial Number:	75936600	GREATLAKES DOWNS
Serial Number:	78524637	
Serial Number:	78524560	
Serial Number:	78524612	
Serial Number:	76202673	SPORTS CASINO

CORRESPONDENCE DATA

Fax Number: (858)678-5099
Phone: 8586785070
Email: tmdoctc@fr.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Fish & Richardson P.C.
Address Line 1: P.O. Box 1022
Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER: 35814-0002002

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Lisa M. Martens

Signature: /lisa m martens/

10/19/2011

Total Attachments: 11

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**INSTRUMENT OF CONTRIBUTION AND ASSIGNMENT
OF TRADEMARKS**

**INSTRUMENT OF CONTRIBUTION AND ASSIGNMENT OF
TRADEMARKS** (this "Instrument of Contribution") dated as of 30th April, 2010 (at the time of execution and delivery on such date, the "Effective Date") by and from MI Developments US Financing Inc., a Delaware corporation ("Contributor"), to and in favor of MI Developments Investments Inc., a Delaware corporation ("Company").

RECITAL

WHEREAS, Contributor acquired certain trademarks (including the Contributed Property, as defined below) from Magna Entertainment Corp. ("MEC") pursuant 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)), and wishes to contribute the Contributed Property to the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contributor hereby contributes, assigns, transfers, conveys and delivers unto Company and its successors and assigns the trademarks described in each of the Trademark Assignments between MEC and Contributor listed in Exhibit A (the "Contributed Property") attached hereto and forms part of this Instrument of Contribution.

The assignment of any Contributed Property pursuant to this Instrument of Contribution shall be interpreted to mean that, except as otherwise specified herein, Contributor is making such assignment to the full extent of its actual interest in such Contributed Property only.

Contributor hereby covenants and agrees to and with Company and its successors and assigns, to do, execute, acknowledge and deliver to, or to cause to be done, executed, acknowledged and delivered to Company and its successors and assigns, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances that may be reasonably requested by Company for the better contributing, assigning, transferring, conveying, delivering, assuring and confirming to Company and its successors or assigns, any or all of the Contributor Contributed Intellectual Property subject to this Instrument of Contribution.

This Instrument of Contribution shall be binding upon Contributor and the successors and assigns of Contributor and shall inure to the benefit of Company and the successors and assigns of Company. This Instrument of Contribution may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument. All signatures need not be on the same counterpart.

This Instrument of Contribution shall be governed by and interpreted and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument of Contribution and Assignment to be duly executed and delivered as of the date first set forth above.

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

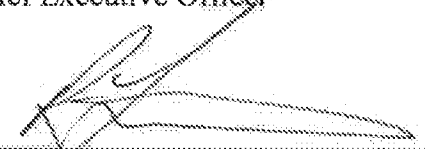
ACCEPTED AND AGREED:

MI DEVELOPMENTS INVESTMENTS INC.

By:  _____

Name: Dennis Mills

Title: Chief Executive Officer

By:  _____

Name: Rocco Liscio

Title: Executive Vice-President and
Chief Financial Officer

EXHIBIT A

Trademark Assignment (US) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.

Trademark Assignment (CA) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.

Trademark Assignment (EU) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.

Trademark Assignment (AU) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.

Trademark Assignment (BR) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.

Trademark Assignment (JP) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.

Trademark Assignment (KR) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.

Trademark Assignment (Taiwan) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.

Trademark Assignment (MX) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.

Trademark Assignment (UK) dated as of April 30, 2010 between Magna Entertainment Corp. and MI Developments US Financing Inc.

TRADEMARK ASSIGNMENT (USA)

This Trademark Assignment ("Assignment"), dated as of April 20, 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.

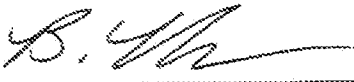
Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its name to take any and all action and to execute thereafter any and all documents and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

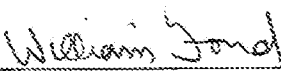
This instrument may be executed in two or more counterparts (delivery of which may occur electronically), each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary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

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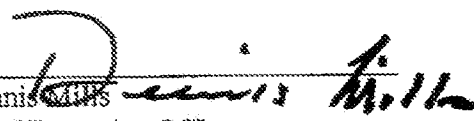
IN WITNESS WHEREOF, the parties, by their duly authorized officers, do hereby execute this Trademark Assignment (USA) as of the date first written above.

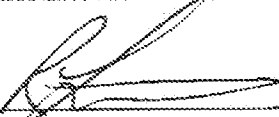
MAGNA ENTERTAINMENT CORP.

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

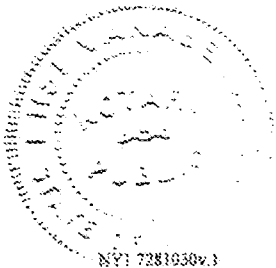
LIISI VANASELJA
Notary Public, State Of New York
No. 01VA8060880
Qualified in Queens County
Commission Expires 6/25/2011

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. 01VA8060880
Qualified in Queens County
Commission Expires 6/25/2011



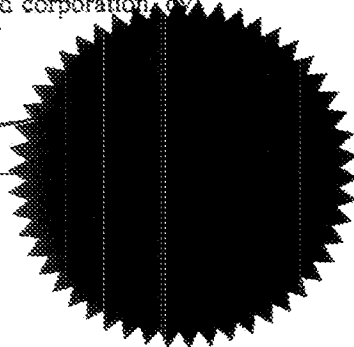
ACKNOWLEDGEMENT

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

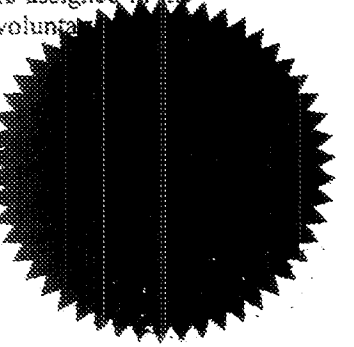


Exhibit A

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	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