

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Magna Entertainment Corp.		10/08/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	XpressBet, Inc.		
<b>Street Address:</b>	200 Race Track Road, Building 26		
<b>City:</b>	Washington		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15301		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76355812	XPRESSBET	
<b>Serial Number:</b>	76355815	XPRESSBET	
<b>Serial Number:</b>	76355816	XPRESSBET ANYTIME...FROM ANYWHERE	
<b>Serial Number:</b>	77012394	EXPRESSBET	
<b>Serial Number:</b>	76559612	XPRESSWAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)678-5099		
<b>Phone:</b>	8586785070		
<b>Email:</b>	tmdoctc@fr.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Fish & Richardson P.C.		
<b>Address Line 1:</b>	P.O. Box 1022		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55440-1022		
<b>ATTORNEY DOCKET NUMBER:</b>	35820-0002001		

**CH \$140.00 76355812**

**900205027**

**TRADEMARK  
 REEL: 004644 FRAME: 0271**

NAME OF SUBMITTER:	Lisa M. Martens
Signature:	/lisa m martens/
Date:	10/19/2011
<b>Total Attachments: 4</b> source=Trademark Assignment Agreement (7)#page1.tif source=Trademark Assignment Agreement (7)#page2.tif source=Trademark Assignment Agreement (7)#page3.tif source=Trademark Assignment Agreement (7)#page4.tif	

## TRADE-MARK ASSIGNMENT AGREEMENT

THIS TRADE-MARK ASSIGNMENT AGREEMENT is entered into as of October 8, 2009 ("Effective Date") by and between Magna Entertainment Corp. (the "Assignor") and XpressBet, Inc. (the "Assignee").

### WHEREAS:

- (A) Assignor is the owner of the trade-marks listed on Schedule A (the "Trade-marks");
- (B) Assignee is desirous of acquiring, and Assignor is desirous of transferring, the Trade-marks;

**NOW THEREFORE**, in consideration of the promises and mutual covenants and agreements herein contained, the parties agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trade-marks. No later than seven days from the Effective Date, Assignor agrees to execute documents relating to the Trade-marks to be filed with the United States Patent and Trademarks Office (the "USPTO") and/ or the Canadian Intellectual Property Office Inc. ("CIPO").
2. Assignor agrees to execute any additional documents required to give effect to this Agreement, including, but not limited to, all documents required to effect this assignment. Assignor further agrees to provide to Assignee all documentation reasonably required by the Assignee to establish its acquired rights in and to the Trade-marks.
3. In consideration of the assignment described above, Assignee shall pay Assignor \$1.00.
4. Immediately upon execution of this Agreement, Assignor shall forever cease any and all use of any confusingly similar trade-marks. In addition, Assignor shall not use or register any confusingly similar marks, as trade-marks, trade-names or domain names anywhere in the world. Assignor further agrees not to challenge, anywhere in the world, Assignee's use and/or registration of the Trade-marks.
5. Assignor represents and warrants that:
  - (a) it has the right to enter into this Agreement and grant the assignment hereunder;
  - (b) it is the owner of the Trade-marks, that it has not assigned, licensed or otherwise encumbered the Trade-marks and has not filed other applications or registrations for the Trade-mark or confusingly similar variants thereof, other than as disclosed herein;
  - (c) it has used the Trade-marks continuously since each Trade-marks respective date of first use; and
  - (d) the Trade-marks have not been challenged by any third party.

6. In the event either party breaches any term of this Agreement, the non-breaching party may take all necessary steps to enforce its rights under this Agreement and the breaching party shall indemnify the non-breaching party for all of their costs, expenses and lawyer's and accountant's fees resulting from, relating to or arising in any way out of the breach.

7. This Agreement cannot be terminated or amended, except by the written agreement of the parties.

8. This Agreement shall be binding on and shall enure to the benefit of the parties, their respective successors and assigns and their respective present and future affiliated and subsidiary companies and licensees.

9. This Agreement constitutes the entire agreement between Assignee and Assignor and supersedes all previous agreements or undertakings between Assignee and Assignor with respect to the subject matter hereof. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein, and each party has carefully read this Agreement, has been advised of its meaning and consequences by its respective lawyers and signs the same of its own free will.

10. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.

11. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provision of this Agreement.

12. All terms of this Agreement shall be governed by the laws of the State of Delaware.

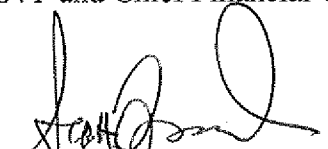
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of

MAGNA ENTERTAINMENT CORP.

Per:


  
Blake S. Tohana  
EVP and Chief Financial Officer

Per:

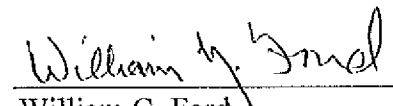
  
Scott Fischer  
VP, Finance and Operations

XPRESSBET, INC.

Per:

  
Ronald Luniewski  
President

Per:

  
William G. Ford  
EVP, General Counsel and Secretary

TRADEMARK

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7. This Agreement cannot be terminated or amended, except by the written agreement of the parties.
8. This Agreement shall be binding on and shall enure to the benefit of the parties, their respective successors and assigns and their respective present and future affiliated and subsidiary companies and licensees.
9. This Agreement constitutes the entire agreement between Assignee and Assignor and supersedes all previous agreements or undertakings between Assignee and Assignor with respect to the subject matter hereof. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein, and each party has carefully read this Agreement, has been advised of its meaning and consequences by its respective lawyers and signs the same of its own free will.
10. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of

**MAGNA ENTERTAINMENT CORP.**

Per: \_\_\_\_\_  
 Blake S. Tohana  
 EVP and Chief Financial Officer

Per: \_\_\_\_\_  
 Scott Fischer  
 VP, Finance and Operations

**XPRESSBET, INC.**

Per:  \_\_\_\_\_  
 Ronald Lumiewski  
 President

Per: \_\_\_\_\_  
 William G. Ford  
 EVP, General Counsel and Secretary

**Schedule A**

<b>Mark</b>	<b>Serial Number/ Application Number</b>	<b>Registration Number</b>	<b>Country</b>	<b>Status</b>
XpressBet	76355812	2804067	USA	Registered
XpressBet [Design]	76355815	2804068	USA	Registered
XpressBet, Anytime... From Anywhere [Design]	76355816	2824401	USA	Registered
ExpressBet	77012394	not registered	USA	Live
XpressWay	76559612	2886185	USA	Registered
XpressBet	1123891	TMA655936	Canada	Registered
XpressBet [Design]	1124772	TMA656711	Canada	Registered
XpressBet, Anytime... From Anywhere [Design]	1124771	TMA656320	Canada	Registered
Anytime... From Anywhere [Design]	1124770	TMA657097	Canada	Registered