900219096 03/29/2012

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hollywood Park Racing Association,	01/01	01/01/2011	LIMITED LIABILITY
LLC		01/01/2011	COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Hollywood Park Land Company, LLC
Street Address:	4 Embarcadero Center
Internal Address:	Suite 3300
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1850076	HOLLYWOOD PARK

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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

via US Mail.

Phone: 2023704761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F138622
NAME OF SUBMITTER:	Mariee Pilkington

TRADEMARK REEL: 004748 FRAME: 0461 JF \$40.00 1850076

Signature:	/Mariee Pilkington/
Date:	03/29/2012
Total Attachments: 2 source=Trademark.AA.and.Recordation.Cover.Sheet.executed#page2.tif source=Trademark.AA.and.Recordation.Cover.Sheet.executed#page3.tif	

TRADEMARK REEL: 004748 FRAME: 0462

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") effective as of January 1, 2011, is made by and between Hollywood Park Racing Association, LLC, a Delaware limited liability company ("Assignor"), and Hollywood Park Land Company, LLC, a Delaware limited liability company ("Assignee").

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably transfers, conveys and assigns to Assignee, its successors and assigns, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the trademark and trademark registration set forth on Schedule A, together with all goodwill associated therewith and the right to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement, dilution, passing off or misappropriation thereof.
- 2. <u>General Provisions</u>. This Assignment shall be governed by the laws of the State of New York. This Assignment shall bind and inure to the benefit of the parties hereto and their respective assigns, transferees and successors. This Assignment may be executed in counterparts, each of which will be an original, and both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized representatives effective as of the date first written above.

Hollywood Park Racing Association, LLC

By

Name: KRIGAIN REMANDIN

Title: CARRETARY

Hollywood Park Land Company, LLC

R

Name: CHARLENE KILLY

Title: GREETEN

Schedule A

Trademark and Registration

Trademark	Registration Number
HOLLYWOOD PARK	U.S. 1850076

TRADEMARK REEL: 004748 FRAME: 0464

(NY) 98413/461/PUBLIC/tm.assignment.agt.doc RECORDED: 03/29/2012