

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
ArborOne, ACA		06/01/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Christy D. Harrell		
Street Address:	10100 Taylor Road		
City:	Chesterfield		
State/Country:	VIRGINIA		
Postal Code:	23838		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Mildred J. Dotson		
Street Address:	10100 Taylor Road		
City:	Chesterfiel		
State/Country:	VIRGINIA		
Postal Code:	23838		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3279909	STRAWBERRY HILL RACES	
CORRESPONDENCE DATA			
Fax Number:	8046443643		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	804-344-8130		
Email:	frussell@jp-counsel.net		
Correspondent Name:	John H. Thomas - Thomas & Karceski, P.C.		
Address Line 1:	536 Granite Avenue		

OP \$40.00 3279909

Address Line 4: Richmond, VIRGINIA 23226

NAME OF SUBMITTER:

John H. Thomas

Signature:

/John H. Thomas/

Date:

06/18/2012

Total Attachments: 2

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**SECURED PARTY BILL OF SALE
UNDER THE UNIFORM COMMERCIAL CODE**

THIS BILL OF SALE dated June 1, 2012, is made pursuant to Section 8.9A619 of the Virginia Uniform Commercial Code, by **ArborOne, ACA**, as agent and nominee for its wholly-owned subsidiary, **ArborOne, FLCA**, as Servicer and Secured Party, with the consent of **Regions Bank**, as Trustee and Secured Party, 800 Woody Jones Boulevard, Florence, SC 29502 (collectively, the "Seller") to **Christy D. Harrell aka Christy D. Harrell-Matlock and Mildred J. Dotson, general partners doing business as Strawberry Hill Races**, 10100 Taylor Road, Chesterfield, Virginia 23838 ("Purchaser") to evidence the transfer of the following ("the Property"):

(a) all rights, titles, and interests to the use and ownership of:

(i) the name "STRAWBERRY HILL RACES";

(ii) STRAWBERRY HILL RACES trademark, U.S. Reg. 3,279, 909 ("Mark"), together with any and all goodwill associated with the Mark, any and all goodwill in the business associated with the Mark, and/or any and all goodwill symbolized by the business associated with the Mark; and

(iii) www.strawberryhillraces Website/Address

The rights conveyed hereby include, but are not limited to, the right to all past, present, and future damages, royalties, and income hereinafter due or payable to the Seller with respect to the Mark, the right to sue for past, present, and future infringement(s) and/or misappropriation(s) of the Mark, the right to recover damages and/or remedies for any past, present, or future infringement(s) and/or misappropriation(s) of the Mark, the right to register the Mark in any jurisdiction worldwide, the right to renew the Mark in any jurisdiction worldwide, the right to license the use of the Mark, and the right to assign the Mark, as appropriate.

The Seller further covenant that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Purchaser the full right, title, and interest in and to the Mark.

The Property previously was held as collateral by Seller under that certain Bond Indenture by and between the State Fair of Virginia, Inc., Secured Party, and Regions Bank, as Trustee, and that certain Security Agreement each dated December 21, 2007. The Seller warrants that it had a properly perfected security interest in the Property and foreclosed its security interest in the Property on or about May 24, 2012 pursuant to an auction sale conducted under the bond documents and applicable state law (the "UCC Sale"). This Sale Agreement shall constitute a valid and legal Bill of Sale to Buyer for the Property sold pursuant to the UCC Sale.

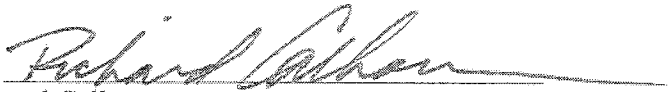
Seller is neither a manufacturer nor distributor of, nor dealer, nor merchant in, the Property. Seller warrants that it can convey the Property to Purchaser free of any conflicting interests. The property is sold "AS IS," "WHERE IS," "WITH ALL FAULTS," and

"WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, A WARRANTY OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR OR OTHER PURPOSE."

TO HAVE AND TO HOLD the same unto Purchaser and its successors and assigns forever.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed on the date first above written.

ArborOne, ACA, as agent and nominee for its wholly-owned subsidiary, ArborOne, FLCA, as Servicer and Secured Party

By: 
Richard Calhoun
Senior Vice President
843-432-2316
rcalhoun@arborone.com