

## 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
Indianapolis Downs, LLC		02/20/2013	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	Centaur Acquisition, LLC		
Street Address:	10 W. Market Street, Suite 200		
Internal Address:	c/o Centaur Holdings, LLC		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85538258	INDIANA GRAND CASINO	
Serial Number:	85537198	INDIANA GRAND CASINO	
Registration Number:	4210194	MAKE LIFE GRAND	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	546398-5		

CH \$90.00 85538258

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/25/2013
<b>Total Attachments: 8</b> source=2-25-13 Indianapolis Downs-TM#page1.tif source=2-25-13 Indianapolis Downs-TM#page2.tif source=2-25-13 Indianapolis Downs-TM#page3.tif source=2-25-13 Indianapolis Downs-TM#page4.tif source=2-25-13 Indianapolis Downs-TM#page5.tif source=2-25-13 Indianapolis Downs-TM#page6.tif source=2-25-13 Indianapolis Downs-TM#page7.tif source=2-25-13 Indianapolis Downs-TM#page8.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of February 20, 2013, from Indianapolis Downs, LLC, an Indiana limited liability company ("Indianapolis Downs") and Indiana Downs Capital Corp., a Delaware corporation ("IDCC", each of Indianapolis Downs and IDCC is referred to herein individually as "Assignor" and collectively as "Assignors"), to Centaur Acquisition, LLC, an Indiana limited liability company ("Assignee") (each a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, Assignors are the owners of the trademarks, trademark registrations, and trademark applications set forth on Schedule A hereto (the "Trademarks");

WHEREAS, Assignors and Assignee have entered into an Asset Purchase Agreement, dated as of September 14, 2012 (as amended from time to time, the "Asset Purchase Agreement"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Asset Purchase Agreement); and

WHEREAS, this Assignment is made and delivered pursuant to the terms and subject to the conditions set forth in the Asset Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Assignors and Assignee hereby agree as follows:

1. Assignment. Effective upon the Closing, the Assignors hereby sell, convey, assign, transfer, deliver and grant to Assignee all of their worldwide right, title and interest in and to the Trademarks and any and all goodwill of the Business symbolized by the Trademarks, including all rights therein provided by international conventions and treaties, and the right to sue for and collect damages caused by all past, present and future infringement thereof, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignors had this Assignment not been made together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.

2. Further Assurances. At the request and the sole expense of the requesting party, Assignors or Assignee, as applicable, shall execute and deliver, or cause to be executed and delivered, such documents, or perform all affirmative acts, as Assignors or Assignee, as applicable, or their respective counsel may reasonably request to effectuate the purposes of this Assignment and the Asset Purchase Agreement, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense. Assignors further authorize the Commissioner of Patents and Trademarks of the United States and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

Assignors hereby grant to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

3. Governing Law: Jurisdiction. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principles of conflicts of laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code or other applicable federal Law. For so long as Assignors are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assignment, and consent as to the foregoing to the exclusive jurisdiction of, the Bankruptcy Court. After Assignors are no longer subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assignment, and consent to the jurisdiction of, any state or federal court having competent jurisdiction in New York, New York.

4. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

5. Severability. In the event that any part of this Assignment is declared by any court or other judicial or administrative body to be null, void or unenforceable, a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Assignment shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable and the application of any provision so substituted, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth.


6. Successors and Assigns. This Assignment and the various rights and obligations arising hereunder shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns, including without limitation, any trustee appointed in any of the Bankruptcy Cases or subsequent chapter 7 cases and Assignors, if the Bankruptcy Cases are dismissed.

7. Governing Law: Jurisdiction. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principles of conflicts of laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code or other applicable federal Law. For so long as Assignors are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assignment, and consent as to the foregoing to the exclusive jurisdiction of, the Bankruptcy Court. After Assignors are no longer subject to the jurisdiction of the Bankruptcy Court, the

parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Assignment, and consent to the jurisdiction of, any state or federal court having competent jurisdiction in New York, New York.

8. Waiver of Jury Trial. EACH PARTY HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, RELATING TO OR ARISING OUT OF THIS ASSIGNMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, ANTITRUST CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON-LAW OR STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS ASSIGNMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH LEGAL COUNSEL OF ITS OWN CHOOSING, OR HAS HAD AN OPPORTUNITY TO DO SO, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS, HAVING HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS ASSIGNMENT. IN THE EVENT OF LITIGATION, THIS ASSIGNMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT WITHOUT A JURY.

SCHEDULE A

Mark	Country	Application No.	Registration No.	Filing Date	Grant Date
	USA	85538258	N/A	2/9/2012	N/A
Indiana Grand Casino	USA	85537198	N/A	2/8/2012	N/A
Make Life Grand	USA	85610085	4210194	4/27/2012	9/18/2012

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

ASSIGNORS:

INDIANAPOLIS DOWNS, LLC

By: Michael N. Regan  
Name: Michael N. Regan  
Title: Chief Financial Officer

INDIANA DOWNS CAPITAL CORP.

By: Michael N. Regan  
Name: Michael N. Regan  
Title: Chief Financial Officer

ASSIGNEE:

CENTAUR ACQUISITION, LLC

By: \_\_\_\_\_  
Name: Kurt E. Wilson  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

ASSIGNORS:

INDIANAPOLIS DOWNS, LLC

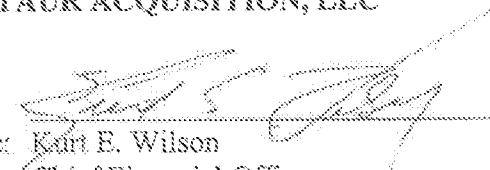
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

INDIANA DOWNS CAPITAL CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

CENTAUR ACQUISITION, LLC

By:  \_\_\_\_\_  
Name: Kurt E. Wilson  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]