TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303299

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK ONE, KENTUCKY, NA		04/25/2014	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	CHURCHILL DOWNS CALIFORNIA COMPANY
Street Address:	700 Central Avenue
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40208
Entity Type:	CORPORATION: KENTUCKY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1850076	HOLLYWOOD PARK

CORRESPONDENCE DATA

Fax Number: 5025811087

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

Phone: 502-568-0225
Email: cstewart@fbtlaw.com
Correspondent Name: Cynthia L. Stewart
Address Line 1: 400 West Market Street
Address Line 2: 32nd Floor
Address Line 4: Louisville, KENTUCKY 40202

CH $40.00 1850076

ATTORNEY DOCKET NUMBER:	CHURCHILL DOWNS
NAME OF SUBMITTER:	Cynthia L. Stewart
SIGNATURE:	/Cynthia L. Stewart/
DATE SIGNED:	05/01/2014

Total Attachments: 3
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement") dated as of April 25, 2014, from BANK ONE, KENTUCKY, NA, as Collateral Agent (the "Assignee").

WITNESSETH:

WHEREAS, CHURCHILL DOWNS CALIFORNIA COMPANY, a corporation organized under the laws of the Commonwealth of Kentucky ("Assignor") and the Assignee entered into a Pledge and Security Agreement dated as of April 3, 2003 (the "PSA"), whereby Assignor granted to Assignee a security interest in certain Trademarks (as defined in the PSA) and Trademark Rights (as defined in the Assignment), including the trademarks and trademark applications set forth on Exhibit A (collectively, the "Trademarks");

WHEREAS, pursuant to the PSA, Assignor and Assignee entered into an Assignment of Patents, Trademarks and Copyrights dated as of April 3, 2003 (the "Assignment"), for purposes of recording Assignee's security interest in the Trademarks;

WHEREAS, the Assignment was recorded in the Trademark Division of the United States Patent and Trademark Office on April 11, 2003;

WHEREAS, Assignor has fulfilled its obligations under the PSA; and

WHEREAS, Assignor has requested that Assignee release its security interest in the Trademarks and reassign the same to Assignor, its successors and assigns.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the PSA, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Assignee hereby states as follows:

1. Release of Security Interest. Assignee hereby terminates, releases and discharges any and all security interests that it may have in, or all claims that it may have in, the Trademarks, whether now owned or hereafter acquired or created, pursuant to the PSA and the Assignment.

2. Further Assurances. Assignee hereby agrees to duly execute and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

BANK ONE, KENTUCKY, NA,
as Collateral Agent

By: _____
Name:
Title: S. V. P.

Exhibit A

U.S. Trademark Registrations and Applications

Mark	Registration / Application Number
HOLLYWOOD PARK	1,850,076