

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384582

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BIG FISH GAMES, INC.		09/30/2015	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	IL1-1145/54/63, P.O. Box 6026		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60680-6026		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 71</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4023923	13TH SKULL	
<b>Registration Number:</b>	3624875	A NEW GAME EVERY DAY!	
<b>Registration Number:</b>	3663686	A NEW GAME EVERY DAY!	
<b>Registration Number:</b>	3577099	AZADA	
<b>Registration Number:</b>	3662957	AZADA	
<b>Registration Number:</b>	3666006	AZADA	
<b>Registration Number:</b>	3796623	AZADA: ANCIENT MAGIC	
<b>Registration Number:</b>	3938353	AZADA: ANCIENT MAGIC	
<b>Registration Number:</b>	3653488	BIG FISH GAMES	
<b>Registration Number:</b>	3653489	BIG FISH GAMES	
<b>Registration Number:</b>	3697601	BIG FISH GAMES	
<b>Registration Number:</b>	4656591	BIG FISH BINGO	
<b>Registration Number:</b>	4653206	BIG FISH CASINO	
<b>Registration Number:</b>	4028044	BIG FISH GAMES	
<b>Registration Number:</b>	4077193	BIG FISH GAMES	
<b>Registration Number:</b>	4086931	BIG FISH GAMES	
<b>Registration Number:</b>	3973143	BIG FISH GAMES	
<b>Registration Number:</b>	4004420	BIG FISH GAMES	
<b>Registration Number:</b>	4035789	BIG FISH GAMES	

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Property Type	Number	Word Mark
Registration Number:	3665701	BIG FISH SLOTS
Registration Number:	3848579	BIGSEAGAMES
Registration Number:	4076681	CATCH OF THE WEEK
Registration Number:	4606603	DARK MANOR
Registration Number:	3823866	DRAWN
Registration Number:	3920540	DRAWN
Registration Number:	4605042	FAIRWAY SOLITAIRE
Registration Number:	4736548	FAIRWAY SOLITAIRE BLAST
Registration Number:	4597188	FAIRWAY
Registration Number:	3680320	FARM 51
Registration Number:	3690299	FARMER JANE
Registration Number:	3917604	FAUNA SPHERE
Registration Number:	4597211	FETCH
Registration Number:	3752865	
Registration Number:	4045726	
Registration Number:	4022375	GAME SPLASH!
Registration Number:	4067302	HIDDEN EXPEDITION
Registration Number:	3901022	HIDDEN MYSTERIES
Registration Number:	3923567	HIDDEN MYSTERIES
Registration Number:	4015977	ISPLASH!
Registration Number:	4773029	LET'S GO GUMMY!
Registration Number:	3920549	LIFE QUEST
Registration Number:	4102745	LIFE QUEST
Registration Number:	4002792	LOST REALMS
Registration Number:	3660029	MADAME FATE
Registration Number:	3707483	MADAME FATE
Registration Number:	3707482	MAHJONG TOWERS ETERNITY
Registration Number:	4597261	MIDNIGHT CASTLE
Registration Number:	3674198	MILLIONHEIR
Registration Number:	3912690	MUSH!
Registration Number:	4156127	MY TRIBE
Registration Number:	4626929	MY TRIBE
Registration Number:	3720682	MYSTERY CASE FILES MCF "TO SEEK & SOLVE"
Registration Number:	4042400	MYSTERY CASE FILES MCF "TO SEEK & SOLVE"
Registration Number:	4135748	MYSTERY CASE FILES MCF "TO SEEK & SOLVE"
Registration Number:	3655290	MYSTERY CASE FILES MILLIONHEIR
Registration Number:	4019797	MYSTERY CASE FILES
Registration Number:	3577465	MYSTERY CASE FILES: MADAME FATE

Property Type	Number	Word Mark
Registration Number:	3736336	MYSTERY CHRONICLES MURDER AMONG FRIENDS
Registration Number:	3577551	MYSTERY IN LONDON
Registration Number:	3668534	RAVENHEARST
Registration Number:	3668535	RAVENHEARST
Registration Number:	4309637	THE MALGRAVE INCIDENT
Registration Number:	3586012	THE SULTAN'S LABYRINTH
Registration Number:	3852153	TO SEEK & SOLVE
Registration Number:	3653563	TOMORROW'S GAME TODAY!
Registration Number:	3731349	UNWELL MEL
Registration Number:	3861764	WORD ACE
Serial Number:	86080092	BIG FISH
Serial Number:	86389352	GUMMY DROP!
Serial Number:	86645765	LIFELINE
Serial Number:	86739469	3 MINUTE GAMES

**CORRESPONDENCE DATA**

Fax Number: 3129939767

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 N. Wabash Avenue, Suite 2800

Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Zeynep Gieseke
SIGNATURE:	/zg/
DATE SIGNED:	05/17/2016

**Total Attachments: 5**

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**SUPPLEMENTAL GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Supplemental Grant") is made effective as of September 30, 2015, by and from BIG FISH GAMES, INC., a Washington corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Collateral Agent for the Lenders and the other holders of Secured Obligations (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, Churchill Downs Incorporated (the "Borrower"), the Grantor, certain other Subsidiaries of the Borrower, the Lenders and the Grantee have entered into a Fourth Amended and Restated Credit Agreement dated as of December 1, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Borrower have guaranteed the repayment of the Secured Obligations pursuant to a Third Amended and Restated Guaranty dated as of May 17, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Borrower, the Grantor and certain other Subsidiaries of the Borrower have entered into a Third Amended and Restated Pledge and Security Agreement dated as of May 17, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the Trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Supplemental Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Lenders and the other holders of Secured Obligations. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Supplemental Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably

requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Supplemental Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of the Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Supplemental Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Supplemental Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Kentucky.

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IN WITNESS WHEREOF, the Grantor has executed this Supplemental Grant effective as of the date first written above.

BIG FISH GAMES, INC.

By: William E. Mudd  
Name: William E. Mudd  
Title: Treasurer

STATE OF KENTUCKY     )  
JEFFERSON COUNTY     )

On September 9, 2015, before me, Kimberly S. Tobin, Notary Public, personally appeared William E. Mudd, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)

Kimberly S. Tobin  
Notary Public, State of Kentucky

My Commission Expires: 11-26-2018

*Emm*

EXHIBIT A

Schedule of Trademarks

**Federal (U.S.) Registrations**

<u>13TH SKULL</u>	Reg. No. <u>4,023,923</u>
<u>A NEW GAME EVERY DAY!</u>	Reg. No. <u>3,624,875</u>
<u>A NEW GAME EVERY DAY!</u>	Reg. No. <u>3,663,686</u>
<u>AZADA</u>	Reg. No. <u>3,577,099</u>
<u>AZADA</u>	Reg. No. <u>3,662,957</u>
<u>AZADA</u>	Reg. No. <u>3,666,006</u>
<u>AZADA: ANCIENT MAGIC</u>	Reg. No. <u>3,796,623</u>
<u>AZADA: ANCIENT MAGIC</u>	Reg. No. <u>3,938,353</u>
<u>BIG FISH GAMES (globe design)</u>	Reg. No. <u>3,653,488</u>
<u>BIG FISH GAMES (globe design)</u>	Reg. No. <u>3,653,489</u>
<u>BIG FISH GAMES (globe design)</u>	Reg. No. <u>3,697,601</u>
<u>BIG FISH BINGO</u>	Reg. No. <u>4,656,591</u>
<u>BIG FISH CASINO</u>	Reg. No. <u>4,653,206</u>
<u>BIG FISH GAMES (Design b/w)</u>	Reg. No. <u>4,028,044</u>
<u>BIG FISH GAMES (Design)</u>	Reg. No. <u>4,077,193</u>
<u>BIG FISH GAMES (Icon Design in Color)</u>	Reg. No. <u>4,086,931</u>
<u>BIG FISH GAMES</u>	Reg. No. <u>3,973,143</u>
<u>BIG FISH GAMES</u>	Reg. No. <u>4,004,420</u>
<u>BIG FISH GAMES</u>	Reg. No. <u>4,035,789</u>
<u>BIG FISH SLOTS</u>	Reg. No. <u>3,665,701</u>
<u>BIGSEAGAMES</u>	Reg. No. <u>3,848,579</u>
<u>CATCH OF THE WEEK (Design)</u>	Reg. No. <u>4,076,681</u>
<u>DARK MANOR</u>	Reg. No. <u>4,606,603</u>
<u>DRAWN</u>	Reg. No. <u>3,823,866</u>
<u>DRAWN</u>	Reg. No. <u>3,920,540</u>
<u>FAIRWAY SOLITAIRE</u>	Reg. No. <u>4,605,042</u>
<u>FAIRWAY SOLITAIRE BLAST</u>	Reg. No. <u>4,736,548</u>
<u>FAIRWAY</u>	Reg. No. <u>4,597,188</u>
<u>FARM 51</u>	Reg. No. <u>3,680,320</u>
<u>FARMER JANE</u>	Reg. No. <u>3,690,299</u>
<u>FAUNA SPHERE</u>	Reg. No. <u>3,917,604</u>
<u>FETCH</u>	Reg. No. <u>4,597,211</u>
<u>Fish (Design Only)</u>	Reg. No. <u>3,752,865</u>
<u>Fish (Design Only)</u>	Reg. No. <u>4,045,726</u>
<u>GAME SPLASH!</u>	Reg. No. <u>4,022,375</u>
<u>HIDDEN EXPEDITION</u>	Reg. No. <u>4,067,302</u>
<u>HIDDEN MYSTERIES</u>	Reg. No. <u>3,901,022</u>
<u>HIDDEN MYSTERIES</u>	Reg. No. <u>3,923,567</u>
<u>ISPLASH!</u>	Reg. No. <u>4,015,977</u>
<u>LET'S GO GUMMY!</u>	Reg. No. <u>4,773,029</u>
<u>LIFE QUEST</u>	Reg. No. <u>3,920,549</u>
<u>LIFE QUEST</u>	Reg. No. <u>4,102,745</u>
<u>LOST REALMS</u>	Reg. No. <u>4,002,792</u>

<u>MADAME FATE</u>	Reg. No. <u>3,660,029</u>
<u>MADAME FATE</u>	Reg. No. <u>3,707,483</u>
<u>MAHJONG TOWERS ETERNITY</u>	Reg. No. <u>3,707,482</u>
<u>MIDNIGHT CASTLE</u>	Reg. No. <u>4,597,261</u>
<u>MILLIONHEIR</u>	Reg. No. <u>3,674,198</u>
<u>MUSH!</u>	Reg. No. <u>3,912,690</u>
<u>MY TRIBE</u>	Reg. No. <u>4,156,127</u>
<u>MY TRIBE</u>	Reg. No. <u>4,626,929</u>
<u>MYSTERY CASE FILES MCF "TO SEEK &amp; SOLVE" (Badge Design)</u>	Reg. No. <u>3,720,682</u>
<u>MYSTERY CASE FILES MCF "TO SEEK &amp; SOLVE" (Badge Design)</u>	Reg. No. <u>4,042,400</u>
<u>MYSTERY CASE FILES MCF "TO SEEK &amp; SOLVE" (Badge Design)</u>	Reg. No. <u>4,135,748</u>
<u>MYSTERY CASE FILES MILLIONHEIR</u>	Reg. No. <u>3,655,290</u>
<u>MYSTERY CASE FILES</u>	Reg. No. <u>4,019,797</u>
<u>MYSTERY CASE FILES: MADAME FATE</u>	Reg. No. <u>3,577,465</u>
<u>MYSTERY CHRONICLES MURDER AMONG FRIENDS</u>	Reg. No. <u>3,736,336</u>
<u>MYSTERY IN LONDON</u>	Reg. No. <u>3,577,551</u>
<u>RAVENHEARST</u>	Reg. No. <u>3,668,534</u>
<u>RAVENHEARST</u>	Reg. No. <u>3,668,535</u>
<u>THE MALGRAVE INCIDENT</u>	Reg. No. <u>4,309,637</u>
<u>THE SULTAN'S LABYRINTH</u>	Reg. No. <u>3,586,012</u>
<u>TO SEEK &amp; SOLVE</u>	Reg. No. <u>3,852,153</u>
<u>TOMORROW'S GAME TODAY!</u>	Reg. No. <u>3,653,563</u>
<u>UNWELL MEL</u>	Reg. No. <u>3,731,349</u>
WORD ACE	Reg. No. <u>3,861,764</u>

**Federal (U.S.) Applications**

BIG FISH	App. No. 86/080,092
BIG FISH	App. No. 85/319,799
BIG FISH GAMES (globe design)	App. No. 77/500,182
DRAGON DROP	App. No. 86/550,852
DUNGEON BOSS	App. No. 86/398,603
FREE THE WITCH	App. No. 86/396,834
GREEK GEMS	App. No. 86/396,446
GUMBALL HEROES	App. No. 85/912,128
GUMMY DROP!	App. No. 86/389,352
HEIST CITY HEAT	App. No. 86/504,099
HEROES OF HAVENHILL	App. No. 86/504,093
LIFELINE*	App. No. 86/645,765
LOLLIPOP DROP	App. No. 86/550,856
MY ISLAND KINGDOM	App. No. 86/444,793
OCEAN DROP	App. No. 86/550,847
SIR-MATCH-A-LOT	App. No. 86/396,836
SOCIAL SCATTER	App. No. 85/947,797
3 MINUTE GAMES*	App. No. 86/739,469
WANDERLAND	App. No. 86/396,842
WITCH SWITCH	App. No. 86/396,829

\*Filed in the name of 3 Minute Games, LLC

Exhibit A

CH138:00CH5:1046590:2:LOUISVILLE

RECORDED: 05/17/2016

TRADEMARK  
REEL: 005794 FRAME: 0891