

900452386 05/29/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475750

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colonial Downs, L.P.		09/29/2017	Corporation: VIRGINIA
<i>Limited Partnership</i>			
RECEIVING PARTY DATA			
Name:	CD/VA Enterprises, LLC		
Street Address:	10250 Constellation Blvd., Suite 2230		
Internal Address:	c/o Peninsula Pacific		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2197807	COLONIAL DOWNS	
Registration Number:	4349226	VIRGINIA STAMPEDE	
Serial Number:	86411854	GRAND SLAM OF GRASS	
Registration Number:	2347738		
CORRESPONDENCE DATA			
Fax Number:	3125274011		
<i>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.</i>			
Phone:	3125274000		
Email:	jberman@taftlaw.com		
Correspondent Name:	Jane S. Berman		
Address Line 1:	111 East Wacker		
Address Line 2:	c/o Taft Stettinius & Hollister LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	REV14-GN001		
NAME OF SUBMITTER:	Jane S. Berman		
SIGNATURE:	/Jane S. Berman/		
DATE SIGNED:	05/29/2018		

CH \$115.00 2197807

Total Attachments: 5

source=Assignment of Intangible Property and Other Rights#page1.tif

source=Assignment of Intangible Property and Other Rights#page2.tif

source=Assignment of Intangible Property and Other Rights#page3.tif

source=Assignment of Intangible Property and Other Rights#page4.tif

source=Assignment of Intangible Property and Other Rights#page5.tif

**ASSIGNMENT OF
INTANGIBLE PROPERTY AND OTHER RIGHTS**

WHEREAS, COLONIAL HOLDINGS, INC., a Virginia corporation, **COLONIAL RACING CORP.**, a Virginia corporation, **COLONIAL DOWNS, L.P.**, a Virginia limited Partnership (each an "Assignor," and collectively, the "Assignors"), and Revolutionary Racing, LLC, an Illinois limited liability company, are all parties to that certain Asset Purchase Agreement (the "APA") dated September 29, 2017 by and among Assignors and Revolutionary Racing, LLC;

WHEREAS, CD/VA ENTERPRISES, LLC, a Delaware limited liability company (the "Assignee"), is the successor by assignment of all of the rights, duties, and obligations of Revolutionary Racing, LLC under the APA, pursuant to that certain Assignment and Assumption of Agreements by and between Revolutionary Racing, LLC, and the Assignee dated March 8, 2018; and

WHEREAS, the Assignors each desire to assign to the Assignee all Intangible Property, as defined in the APA, held by each Assignor, and the Assignee desires to accept such assignment.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. All capitalized terms utilized herein without definition shall have the meaning ascribed to such terms in the APA.

2. The Assignors, and each one of them, has sold, assigned, transferred, conveyed, delivered, and set over, and does hereby irrevocably sell, assign, transfer, convey, deliver, and set over to the Assignee, any and all of the respective Assignor's right, title and interest in and to any and all Intangible Property as defined in the APA, which includes:

(a) the trademarks and service marks listed on Schedule 1 to this Assignment (the "Marks");

(b) all of the goodwill associated with any of the foregoing;

(c) all common law rights associated with any of the foregoing; and

(d) all rights to bring actions against any past or present infringers of the Intangible Property or of any rights associated therewith.

3. It is **PROVIDED, HOWEVER**, with respect to any United States intent-to-use trademark or service mark application set forth on Schedule 1 to this Assignment, that the transfer of such application accompanies the transfer of the Assignor's Assets to which the trademark pertains, or that portion of the Assignor's Assets to which the trademark pertains.

4. This Assignment is made **WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED WHATSOEVER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND DISAVOWED**, except as expressly set forth in the APA.

5. The Assignors shall not, after the effective date of this Assignment, register, acquire, or use any of the Marks, or any mark, name, or designation that incorporates any of the Marks or is confusingly similar to any of the Marks.

6. The Assignors shall, at the Assignee's reasonable request, execute and deliver to the Assignee such additional instruments of conveyance, assignment and transfer as may be prepared by the Assignee, and take such other action as the Assignee may reasonably require, in order to vest in the Assignee all right, title and interest of the Assignors in and to the Intangible Property as contemplated herein and/or in the APA. The Assignors and the Assignee hereby authorize and request the U.S. Commissioner of Patents and Trademarks to record ownership of the Marks listed in Schedule 1 in the Assignee, its successors or assigns, in accordance with the terms of this Assignment.

7. This Assignment shall be binding upon and shall inure to the benefit of the Assignors and the Assignee, and their respective successors and assigns.

IN WITNESS WHEREOF, each Assignor has executed this Assignment of Intangible Property and Other Rights on this ___ day of April, 2018, which instrument is effective this date.

[Signatures on the following page.]

ASSIGNOR:

COLONIAL HOLDINGS, INC., a Virginia corporation

By: 

Stephen R. Roark

Its: Authorized Officer

ASSIGNOR:

COLONIAL RACING CORP., a Virginia corporation

By: 

Stephen R. Roark

Its: Authorized Officer

ASSIGNOR:

COLONIAL DOWNS, L.P., a Virginia limited partnership

By: Colonial Racing Corp.,
Its: General Partner

By: 

Stephen R. Roark

Its: Authorized Officer

ASSIGNEE:

CD/VA ENTERPRISES, LLC,
a Delaware limited liability company

By: _____

Prentice Salter

Its: Authorized Signatory

TRADEMARK

REEL: 006391 FRAME: 0896

ASSIGNOR:

COLONIAL HOLDINGS, INC., a Virginia corporation

By: _____
Stephen R. Roark
Its: Authorized Officer

ASSIGNOR:

COLONIAL RACING CORP., a Virginia corporation

By: _____
Stephen R. Roark
Its: Authorized Officer

ASSIGNOR:

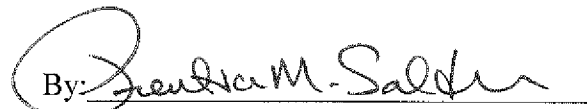
COLONIAL DOWNS, L.P., a Virginia limited partnership

By: Colonial Racing Corp.,
Its: General Partner

By: _____
Stephen R. Roark
Its: Authorized Officer


ASSIGNEE:

CD/VA ENTERPRISES, LLC,
a Delaware limited liability company

By: 
Prentice Salter
Its: Authorized Signatory

**SCHEDULE 1
TO ASSIGNMENT OF
INTANGIBLE PROPERTY AND OTHER RIGHTS**

U.S. Trademark and Service Mark Applications and Registrations:

Owner/Assignor	Mark	App. Information	Reg. Information
Colonial Downs, L.P.	COLONIAL DOWNS	Serial No.: 75333651 Filing Date: July 31, 1997	Reg. No.: 2197807 Reg. Date: October 20, 1998
Colonial Downs, L.P.	GRAND SLAM OF GRASS	Serial No.: 86411854 Filing Date: October 1, 2014	(pending)
Colonial Downs, L.P.	VIRGINIA STAMPEDE	Serial No.: 85705540 Filing Date: August 16, 2012	Reg. No.: 4349226 Reg. Date: June 11, 2013
Colonial Downs, L.P.		Serial No.: 75979101 Filing Date: March 5, 1997	Reg. No.: 2347738 Reg. Date: May 2, 2000