

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721030

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Churchill Downs Incorporated		04/13/2022	Corporation: KENTUCKY

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Collateral Agent
Street Address:	10 S. DEARBORN, 7TH FLOOR
Internal Address:	IB COLLATERAL SERVICES
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	5741872	DERBY CITY GAMING
Registration Number:	5622121	THE MOST EXCITING TWO MINUTES IN SPORTS
Registration Number:	5837512	BETAMERICA
Registration Number:	5819513	DERBY CITY GAMING
Registration Number:	5883474	B
Registration Number:	6040156	BETAMERICA
Registration Number:	6040159	B BETAMERICA
Registration Number:	6059914	B
Registration Number:	6178293	OXFORD CASINO
Registration Number:	6178294	OXFORD REWARDS LOYALTY CLUB
Registration Number:	6222677	BETAMERICA
Registration Number:	6222681	B BETAMERICA
Registration Number:	6275248	CHURCHILL DOWNS RACETRACK
Registration Number:	6669873	B BET AMERICA
Serial Number:	97110621	TWINSPIRES
Serial Number:	97110661	TWINSPIRES
Serial Number:	97134118	THE TWINSPIRES EDGE

OP \$465.00 5741872

Property Type	Number	Word Mark
Serial Number:	97134394	

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 7145401235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	061050-0009
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	04/13/2022

Total Attachments: 7

source=Churchill Downs - Supplemental IP Security Agreement#page1.tif
source=Churchill Downs - Supplemental IP Security Agreement#page2.tif
source=Churchill Downs - Supplemental IP Security Agreement#page3.tif
source=Churchill Downs - Supplemental IP Security Agreement#page4.tif
source=Churchill Downs - Supplemental IP Security Agreement#page5.tif
source=Churchill Downs - Supplemental IP Security Agreement#page6.tif
source=Churchill Downs - Supplemental IP Security Agreement#page7.tif

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES INTELLECTUAL PROPERTY**

This CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Confirmatory Grant”) is made effective as of April 13, 2022 by and from CHURCHILL DOWNS INCORPORATED, a Kentucky corporation (“Borrower”), and THE SUBSIDIARIES OF THE BORROWER PARTY HERETO (collectively, the “Guarantors” and, together with Borrower, the “Grantors”) to and in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacity, “Grantee”).

WHEREAS, Borrower, the other Grantors, as subsidiary guarantors, Grantee, JPMorgan Chase Bank, N.A., as Administrative Agent, the Lenders and certain other financial institutions have entered into that certain Credit Agreement, dated as of December 27, 2017, as amended by the First Amendment to Credit Agreement, dated as of March 16, 2020, the Second Amendment to Credit Agreement, dated as of April 28, 2020, the Third Amendment to Credit Agreement, dated as of February 1, 2021, the Incremental Joinder Agreement No. 1, dated as of March 17, 2021, and the Fourth Amendment to Credit Agreement, dated the date hereof (as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantors, certain Subsidiaries of Borrower and Grantee have entered into that certain Security Agreement, dated as of December 27, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantors own the copyrights listed on Exhibit A attached hereto (the “Copyrights”), which Copyrights are pending or registered with the United States Copyright Office (the “USCO”).

WHEREAS, the Grantors own the trademarks listed on Exhibit B attached hereto (the “Trademarks”), which Trademarks are pending or registered with the United States Patent and Trademark Office (the “USPTO”).

WHEREAS, the Grantors own the patents listed on Exhibit C attached hereto (the “Patents”), which Patents are pending or registered with the USPTO.

WHEREAS, the Grantors are exclusive licensees of the copyrights listed on Exhibit D attached hereto (the “Licensed Copyrights”, and together with the Copyrights, Trademarks and the Patents, the “Intellectual Property”), which Licensed Copyrights are pending or registered with the USPTO.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties.

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 Confirmatory Grant is made by each Grantor to Grantee on behalf of the Secured Parties to secure the satisfactory performance and payment when due of all the Secured Obligations (as defined in the Security Agreement). Upon Payment in Full of the Secured Obligations, Grantee shall promptly execute, acknowledge and deliver to the Grantors, all reasonably requested instruments in writing releasing the security interest in the Intellectual Property acquired under the Security Agreement and this Confirmatory Grant.

(b) In order to secure the payment and performance when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of the Secured Obligations (as defined in the Security Agreement), the Grantors hereby grant to Grantee for the benefit of the Secured Parties:

(i) With respect to the Copyrights, a lien on and security interest in (1) all of the Grantors' right, title and interest in and to the Copyrights now owned or from time to time after the date hereof owned or acquired by the Grantors, together with (2) all proceeds of such Copyrights and (3) all causes of action arising prior to or after the date hereof for infringement of such Copyrights or unfair competition regarding the same;

(ii) With respect to the Trademarks, a lien on and security interest in (1) all of the Grantors' 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 Grantors, together with (2) all proceeds of such 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 such Trademarks or unfair competition regarding the same;

(iii) With respect to the Patents, a lien on and security interest in (1) all of the Grantors' right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by the Grantors, together with (2) all proceeds of such Patents and (3) all causes of action arising prior to or after the date hereof for infringement of such Patents or unfair competition regarding the same; and

(iv) With respect to the Licensed Copyrights, a lien on and security interest in (1) all of the Grantors' right, title and interest in and to the copyright registrations and copyright applications under and to the extent set forth in and permitted by the license to the Grantors of such copyright registrations and copyright applications, together with (2) all proceeds thereof.

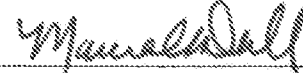
3) Interpretation. This Confirmatory Grant and any claims, controversies, disputes, or causes of action (whether arising under contract law, tort law or otherwise) based upon or relating to this Confirmatory Grant shall be governed by, and construed in accordance with, the law of the State of New York without giving effect to any choice of law principles that would apply the law of another jurisdiction. The rights and remedies of 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 Credit Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4) Recordation. The parties authorize the directors of the USCO and the USPTO to record this Confirmatory Grant.

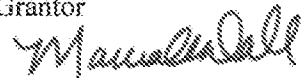
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Confirmatory Grant effective as of the date first written above.

CHURCHILL DOWNS INCORPORATED,
as a Grantor

By: 
Name: Marcia A. Dall
Title: Executive Vice President and Chief
Financial Officer

CHURCHILL DOWNS RACETRACK, LLC,
as a Grantor

By: 
Name: Marcia A. Dall
Title: Treasurer

JPMORGAN CHASE BANK, N.A.,
as a Grantee

By: *Karen B. Watson*
Name: Karen B. Watson
Title: Authorized Signer

Exhibit A

SCHEDULE OF U.S. COPYRIGHTS

	Owner	Title	Registration No.	Registration Date
1.	Churchill Downs Incorporated	Kentucky Derby 143 Logo.	VA0002082122	2017-03-13
2.	Churchill Downs Incorporated	Kentucky Derby 143 Logo.	VA0002082124	2017-03-13
3.	Churchill Downs Incorporated	Kentucky Derby 144 Logo.	VA0002152768	2018-03-13
4.	Churchill Downs Incorporated	Kentucky Derby 144 Logo.	VA0002127751	2018-03-13
5.	Churchill Downs Incorporated	Kentucky Derby 145 Logo.	VA0002142773	2019-02-22
6.	Churchill Downs Incorporated	Kentucky Derby 146.	VA0002180271	2019-10-07

Exhibit B

SCHEDULE OF U.S. TRADEMARKS


	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Churchill Downs Racetrack, LLC	DERBY EXPERIENCES	77750407 06/02/2009	3736460 01/12/2010
2.	Churchill Downs Incorporated	DERBY CITY GAMING	87725157 12/18/2017	5741872 04/30/2019
3.	Churchill Downs Incorporated	THE MOST EXCITING TWO MINUTES IN SPORTS	87884365 04/19/2018	5622121 12/04/2018
4.	Churchill Downs Incorporated	BETAMERICA	87980555 09/13/2017	5837512 08/20/2019
5.	Churchill Downs Incorporated	DERBY CITY GAMING	88228952 12/13/2018	5819513 07/30/2019
6.	Churchill Downs Incorporated	B	88352713 03/22/2019	5883474 10/15/2019
7.	Churchill Downs Incorporated	BETAMERICA	88351844 03/22/2019	6040156 04/28/2020
8.	Churchill Downs Incorporated	B BETAMERICA	88352804 03/22/2019	6040159 04/28/2020
9.	Churchill Downs Incorporated	B	88351983 03/22/2019	6059914 05/19/2020
10.	Churchill Downs Incorporated	OXFORD CASINO	88783249 02/03/2020	6178293 10/20/2020
11.	Churchill Downs Incorporated	OXFORD REWARDS LOYALTY CLUB	88783254 02/03/2020	6178294 10/20/2020
12.	Churchill Downs Incorporated	BETAMERICA	88351736 03/22/2019	6222677 12/15/2020
13.	Churchill Downs Incorporated	B BETAMERICA	88352640 03/22/2019	6222681 12/15/2020
14.	Churchill Downs Incorporated	CHURCHILL DOWNS RACETRACK	88753923 01/10/2020	6275248 02/23/2021
15.	Churchill Downs Incorporated	B BET AMERICA	90423846 12/29/2020	6669873 03/15/2022
16.	Churchill Downs Incorporated	TWINSPIRES	97110621 11/05/2021	N/A
17.	Churchill Downs Incorporated	TWINSPIRES	97110661 11/05/2021	N/A
18.	Churchill Downs Incorporated	THE TWINSPIRES EDGE	97134118 11/19/2021	N/A
19.	Churchill Downs Incorporated		97134394 11/19/2021	N/A

Exhibit C

SCHEDULE OF U.S. PATENTS

None.