

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM765496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CDIHC, LLC		11/01/2022	Limited Liability Company: DELAWARE
Colonial Downs Group, LLC		11/01/2022	Limited Liability Company: DELAWARE
SCE Partners, LLC		11/01/2022	Limited Liability Company: IOWA
Lago Resort & Casino, LLC		11/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	97026351	THE PLAYBOOK SPORTS BAR + GRILL	
Serial Number:	75333651	COLONIAL DOWNS	
Serial Number:	87950436	ROSIE'S GAMING EMPORIUM	
Serial Number:	87950424	ROSIE'S GAMING EMPORIUM 777	
Serial Number:	90845205	ROSIE'S GAME ROOM 777	
Serial Number:	87950444	VIRGINIA DERBY	
Serial Number:	87950459	VIRGINIA OAKS	
Serial Number:	88300155	VA-HORSEPLAY	
Serial Number:	88527414	'1609 CONTEMPORARY SOUTHERN CUISINE	
Serial Number:	85835670	MAIN + ABBEY	
Serial Number:	86981818	DEL LAGO	
Serial Number:	88571416	MEDLEY HOTELS	
Serial Number:	88652679	COLONIAL DOWNS RACETRACK	

OP \$340.00 97026351

CORRESPONDENCE DATA**Fax Number:** 8009144240

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: 800-713-0755**Email:** Michael.Violet@wolterskluwer.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
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SIGNATURE:	/Doris Ka/
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DATE SIGNED:	11/03/2022
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Total Attachments: 9source=09. Churchill Downs - Supplemental IP Security Agreement (P2E Acquisition Joinder)
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**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 November 1, 2022 by and from CDIHC, LLC, a Delaware limited liability company (f/k/a Peninsula Pacific Entertainment, LLC, a Delaware limited liability company), Lago Resort & Casino, LLC, a Delaware limited liability company, SCE Partners, LLC, an Iowa limited liability company, and Colonial Downs Group, LLC, a Delaware limited liability company (collectively, 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, Churchill Downs Incorporated, a Kentucky corporation (the “Borrower”), the Grantors, as subsidiary guarantors, certain Subsidiaries of the Borrower, 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 as of April 13, 2022 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Borrower, 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.

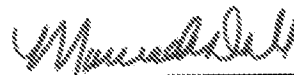
[Signature Pages Follow]

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

CDIHC, LLC,
as a Grantor

By: 
Name: Marcia A. Dall
Title: Treasurer

COLONIAL DOWNS GROUP, LLC,
as a Grantor

By: 
Name: Marcia A. Dall
Title: Treasurer

SCE PARTNERS, LLC,
as a Grantor

By: 
Name: Marcia A. Dall
Title: Treasurer

LAGO RESORT & CASINO, 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

None.

Exhibit B

SCHEDULE OF U.S. TRADEMARKS

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	CDIHC, LLC f/k/a Peninsula Pacific Entertainment, LLC	THE PLAYBOOK SPORTS BAR & GRILL 	97026351 09/14/2021	
2.	Colonial Downs Group, LLC	COLONIAL DOWNS	75333651 07/31/1997	2197807 10/20/1998
3.	Colonial Downs Group, LLC	ROSIE'S GAMING EMPORIUM	87950436 06/06/2018	5863934 09/17/2019
4.	Colonial Downs Group, LLC	ROSIE'S GAMING EMPORIUM 777 	87950424 06/06/2018	5863933 09/17/2019
5.	Colonial Downs Group, LLC	ROSIE'S GAME ROOM 777 Logo 	90845205 07/23/2021	
6.	Colonial Downs Group, LLC	VIRGINIA DERBY	87950444 06/06/2018	6172243 10/13/2020
7.	Colonial Downs Group, LLC	VIRGINIA OAKS	87950459 06/06/2018	6172244 10/13/2020
8.	Colonial Downs Group, LLC	VA-HORSEPLAY	88300155 02/13/2019	5893232 10/22/2019
9.	Colonial Downs Group, LLC	'1609 CONTEMPORARY SOUTHERN CUISINE 	88527414 07/22/2019	6646873 02/15/2022
10.	SCE Partners, LLC	MAIN + ABBEY	85835670 01/29/2013	4704299 03/17/2015
11.	Lago Resort & Casino, LLC	DEL LAGO	86981818 03/20/2015	5197056 05/02/2017


	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
12.	Lago Resort & Casino, LLC	DEL LAGO	88571416 03/20/2015	5306953 10/10/2017
13.	Colonial Downs Group, LLC	COLONIAL DOWNS RACETRACK 	88652679 10/13/2019	6067414 06/02/2020

Exhibit C

SCHEDULE OF U.S. PATENTS

None.