

04-11-2003
102416777

4/11/03

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CDIP, LLC

4-11-03

- Individual(s)
- General Partnership
- Corporation-State
- Other Kentucky limited liability company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: April 3, 2003

2. Name and address of receiving party(ies)

Name: Bank One, Kentucky, NA

Internal

Address: _____

Street Address: 416 West Jefferson Street

City: Louisville State: KY Zip: 40202

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

See Attached Schedule A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cynthia L. Stewart

Internal Address: 32nd Floor

Frost Brown Todd LLC

Street Address: 400 West Market Street

City: Louisville State: KY Zip: 40202-3363

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Cynthia L. Stewart

Name of Person Signing

Cynthia L. Stewart

Signature

April 10, 2003

Date

04/11/2003 DBYRNE 00000083 1011127

Total number of pages including cover sheet, attachments, and document: 6

01 FC:8521
02 FC:8522

40.00 OP documents to be recorded with required cover sheet information to:
100.00 OP Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

**SCHEDULE A
TO ASSIGNMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS**

Trademarks:

Federal Registrations:

Churchill Downs	Reg. No. 1,011,127
	Reg. No. 1,557,889
Kentucky Derby	Reg. No. 0,997,385
Kentucky Oaks	Reg. No. 1,713,541
The Kentucky Derby	Reg. No. 1,534,197

**ASSIGNMENT
OF
PATENTS, TRADEMARKS AND COPYRIGHTS**

This Assignment of Patents, Trademarks and Copyrights (this "Assignment") is made and entered into as of April 3, 2003, by CDIP, LLC, a limited liability company organized under the laws of the Commonwealth of Kentucky ("Assignor"), in favor of BANK ONE, KENTUCKY, NA, as Collateral Agent (as defined in the Agreement defined below), a national banking association having its principal office in Louisville, Kentucky ("Assignee").

WHEREAS the Assignor has an interest in the trademarks/service marks as listed on Schedule A, including all rights under any applications for the same at the United States Patent and Trademark Office or any corresponding foreign trademark/service mark registrant and all registrations and recordings of the same at the United States Patent and Trademark Office or any corresponding foreign trademark/service mark registrant and all renewals thereof (the "Trademarks").

WHEREAS, Assignor and Assignee have entered into a Pledge and Security Agreement dated as of April 3, 2003, (the "Agreement"), whereby Assignor granted to Assignee a security interest in the Trademarks (other than United States "intent to use" applications until a verified statement of use or amendment to allege use is filed in the United States Patent and Trademark Office with respect to such applications), and in all other now owned or existing or hereafter acquired or arising trade/service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof and all applications in connection therewith, and renewals thereof and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing and all rights corresponding to any of the foregoing throughout the world and the goodwill of Assignor's business connected with the use of and symbolized by the foregoing (collectively, the "Trademark Rights").

WHEREAS, by this Assignment, Assignor desires to fulfill its obligations under the Agreement to record its grant to Assignee of a security interest in the Trademarks and Trademark Rights, which security interest is intended to secure Assignor's obligations to Assignee under the Agreement.

AGREEMENT

Therefore, in fulfillment of Assignor's obligations under the Agreement and related agreements, Assignor agrees as follows:

1. Assignor hereby collaterally assigns as security to Assignee, and confirms its grant to Assignee, of a security interest in all of Assignor's right, title and interest in to the Trademarks and Trademark Rights pursuant to and subject to the terms of the Agreement as security for the Obligations Secured as defined and provided in the Agreement.

2. Until the occurrence and during the continuance of a Default (as defined and referenced in the Agreement), Assignor shall have all right to possession and use of the Trademarks and Trademark Rights.

3. Upon the occurrence and during the continuance of a Default, Assignee shall have the right, but not the obligation, to claim all rights of Assignor to the Trademarks and Trademark Rights, and all goodwill associated therewith and shall, in addition, have all rights and remedies available to Assignee under the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned, a duly authorized representative of each of the Assignor and the Assignee, has executed this Assignment on the dates set forth below.

CDIP, LLC

By: Rebecca C. Reed

Name: Rebecca C. Reed

Title: Secretary

Date: April 3, 2003

COMMONWEALTH OF KENTUCKY)

)


COUNTY OF JEFFERSON)

On this 2 day of April, 2003, before me appeared Rebecca C. Reed, the person who signed this instrument, who acknowledged that he is the duly appointed Secretary of CDIP, LLC (the "Assignor"), that he/she is duly authorized by the Assignor to sign this instrument, and that he/she has signed this instrument as a free act on behalf of the Assignor.

My Commission Expires: 5/17/05

Jan Horst
NOTARY PUBLIC, State at Large

BANK ONE, KENTUCKY, NA, as COLLATERAL AGENT


By: 

Name: H. Joseph Brenner

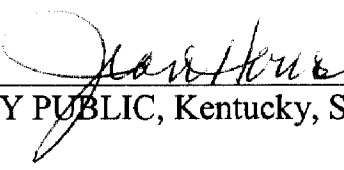
Title: S.V.P.

Date: 4/9/03

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JEFFERSON)

On this 2 day of April, 2003 before me appeared  the person who signed this instrument, who acknowledged that he is the duly appointed S.V.P. of Bank One, Kentucky, NA, as Collateral Agent (the "Assignee"), that he is duly authorized by the Assignee to sign this instrument, and that he has signed this instrument as a free act on behalf of the Assignee.

My Commission Expires: 5/17/05


NOTARY PUBLIC, Kentucky, State at Large

LOULibrary/240576.2

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