TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CDIP HOLDINGS, LLC		12/31/2008	LIMITED LIABILITY COMPANY: KENTUCKY

RECEIVING PARTY DATA

Name:	CHURCHILL DOWNS INCORPORATED
Street Address:	700 Central Avenue
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40208
Entity Type:	CORPORATION: KENTUCKY

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1557889	CHURCHILL DOWNS
Registration Number:	3158512	CHURCHILL DOWNS
Registration Number:	0997385	KENTUCKY DERBY
Registration Number:	1534197	THE KENTUCKY DERBY
Registration Number:	1713541	KENTUCKY OAKS

CH $140.00 1557889

CORRESPONDENCE DATA

Fax Number: (502)540-2268
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 502/587-3707
Email: abb@gdm.com
Correspondent Name: Amy B. Berge
Address Line 1: 101 South Fifth Street
Address Line 2: 3500 National City Tower
Address Line 4: Louisville, KENTUCKY 40202

ATTORNEY DOCKET NUMBER:	113279.000001
NAME OF SUBMITTER:	Amy B. Berge
Signature:	/Amy B. Berge/
Date:	12/31/2008

Total Attachments: 5
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY is made effective as of the 31st day of December, 2008 (the "Effective Date"), by **CDIP HOLDINGS, LLC**, a Kentucky limited liability company, with its principal place of business at 700 Central Avenue, Louisville, KY 40208 ("**Assignor**"), in favor of **CHURCHILL DOWNS INCORPORATED**, a Kentucky corporation, with its principal office at 700 Central Avenue, Louisville, KY 40208 ("**Assignee**").

WHEREAS, as of the Effective Date, Assignee is the sole member of Assignor;

WHEREAS, effective as of 11:59 p.m. EST on December 31, 2008, Assignor shall be dissolved pursuant to Articles of Dissolution filed with the Kentucky Secretary of State, a copy of which is attached hereto and incorporated herein by reference as **Exhibit A**;

WHEREAS, in connection with the winding up of Assignor's affairs, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's worldwide right, title and interest in, to and under Assignor's domestic and foreign copyrights, trade names, trademarks and service marks, including without limitation, the copyright, trade names, trademarks and service marks listed on **Exhibit B** attached hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "**Property**").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of 11:59 p.m. EST on December 31, 2008, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Property, together with the goodwill of the business associated therewith, the right to register the Property to Assignee's name throughout the world,, and any and all renewals and extensions relating to the Property that may hereafter be secured under the laws now or hereafter in effect in the world, the same to be held and enjoyed by the said Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Intellectual Property not been made. Assignor hereby transfers to Assignee the sole right to enforce rights in the Property with the right to sue for and recover for Assignee's own use accrued profits or damages for any and all causes of action, claims and demands and other rights for infringements thereof, including, but not limited to past infringements with respect to which Assignor waives any right to receive any portion thereof.

By this instrument, Assignor makes no representations or warranties whatsoever, and hereby expressly disclaims any and all, express or implied, representations and warranties.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Intellectual Property as of the date first above written.

CDIP HOLDINGS, LLC,
a Kentucky limited liability company

By: Rebecca C. Reed
Rebecca C. Reed, Secretary

STATE OF KENTUCKY)
):
COUNTY OF JEFFERSON)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 30th day of December, 2008 by Rebecca C. Reed, Secretary of CDIP Holdings, LLC, a Kentucky limited liability company, on behalf of the limited liability company.

My Commission Expires:

"Notary Public"
Dawn Ostertag
State at Large, Kentucky
My Commission Expires on Sept. 12, 2012

Dawn Ostertag
Notary Public, State at Large

EXHIBIT A

Articles of Dissolution of CDIP Holdings, LLC

See attached.

ARTICLES OF DISSOLUTION
OF
CDIP HOLDINGS, LLC

Pursuant to KRS 275.285 and 275.315, the undersigned limited liability company executes the following articles of dissolution:

1. The name of the limited liability company is CDIP Holdings, LLC (the "**Company**").

2. The Company has dissolved pursuant to KRS 275.285(3).

3. The dissolution of the Company shall become effective at 11:59 p.m. EST on December 31, 2008.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Dissolution on behalf of the Company as of December 30, 2008.

CDIP Holdings, LLC

By: Churchill Downs Incorporated,
its sole member

By: _____
William E. Mudd
Executive Vice President and
Chief Financial Officer

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EXHIBIT B

Federal Registered Trademarks and Service Marks

Trademark	U.S. Registration No.	Registration Date
Churchill Downs	1,557,889	09/26/1989
Churchill Downs	3,158,512	10/17/2006
Kentucky Derby	0,997,385	11/15/1974
The Kentucky Derby	1,534,197	04/11/1989
Kentucky Oaks	1,713,541	09/08/1992

Federal Registered Copyright

Copyright	U.S. Registration No.	Registration Date
Moving into the Millennium	VAu-515-867	11/30/2000

Louisiana Trade Names

Fair Grounds Clubhouse
Fair Grounds Off Track Betting
Fair Grounds Racetrack
Fair Grounds Restaurant and Bar
Finish Line Off Track Betting