

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM351206

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Youbet.com, LLC		08/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Churchill Downs Incorporated		
<b>Street Address:</b>	600 N. Hurstbourne Parkway		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40222		
<b>Entity Type:</b>	CORPORATION: KENTUCKY		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3899260	YOUBET ADVANTAGE	
<b>Registration Number:</b>	2933504	YOUBET MOBILE	
<b>Registration Number:</b>	2572594	YOUBET.COM	
<b>Registration Number:</b>	2587113	YOUBET.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025881987		
<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>			
<b>Phone:</b>	502-625-2887		
<b>Email:</b>	aberge@middletonlaw.com		
<b>Correspondent Name:</b>	Amy B. Berge		
<b>Address Line 1:</b>	401 South Fourth Street		
<b>Address Line 2:</b>	Suite 2600		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>ATTORNEY DOCKET NUMBER:</b>	ZT742-16143		
<b>NAME OF SUBMITTER:</b>	Amy B. Berge		
<b>SIGNATURE:</b>	/Amy B. Berge/		
<b>DATE SIGNED:</b>	08/12/2015		

OP \$115.00 3899260

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made, entered into, and effective as of this 12<sup>th</sup> day of August, 2015 (the "Effective Date"), by and between YOBET.COM, LLC ("Assignor"), a Delaware limited liability company with an address of 600 N. Hurstbourne Parkway, Suite 400, Louisville, KY 40222, and CHURCHILL DOWNS INCORPORATED ("Assignee"), a Kentucky corporation with an address of 600 N. Hurstbourne Parkway, Suite 400, Louisville, KY 40222.

### AGREEMENT

WHEREAS, Assignor is a wholly owned subsidiary of Assignee;

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to receive from Assignor all rights and title to certain marks used in the operation of Assignor's business;

WHEREAS, Assignor has adopted and used and is the owner of the common law marks, registered marks, and/or trademark registrations listed in Exhibit A (the "Marks"), attached hereto.

WHEREAS, Assignee desires to acquire all of Assignor's rights in the Marks;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, Assignor and Assignee hereby agree as follows:

1. **ASSIGNMENT.** Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts from Assignor: (a) the trademarks and service marks set forth in Exhibit A (collectively, the "Marks"), which such Exhibit A is attached hereto and incorporated herein by reference; (b) all registrations for the Marks; (c) all rights, title, and interest in and to the Marks, including, without limitation, the rights to bring and maintain any and all causes of action, claims, and demands for infringements or other violations of rights in the Marks or Registrations arising under the federal, state, or common law of the United States of America, and to receive any and all damages or other recovery resulting therefrom including damages from prior to the date of this conveyance (and Assignor hereby waives any right to receive any portion of such damages or other recovery); and (d) all goodwill associated with and symbolized by the Marks.
2. **COVENANT.** Assignor covenants that Assignor has the right to enter into this Assignment and further agrees, without further consideration, to cause such other lawful acts to be performed and such further assignments and other lawful documents to be executed, as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.
3. **GOVERNING LAW.** This Agreement, and any subsequent amendments or modifications to this Agreement, shall be governed by and construed in accordance with the laws of the

Commonwealth of Kentucky, without regard to its or any other jurisdiction's conflict of laws rules or principles.

IN WITNESS WHEREOF, Assignor and Assignee, each with the intent to be legally bound, have entered into and executed this Agreement as of the Effective Date.

YOUTBET.COM, LLC

CHURCHILL DOWNS INCORPORATED

Name: Brad Blackman

Name: Alan Tse

Title: VP

Title: EVP & General Counsel

Signature: [Signature]


Signature: [Signature]

TRADEMARK

REEL: 005598 FRAME: 0496

**Exhibit A**

**The "Marks"**

<b>Trademark</b>	<b>Reg. No.</b>
YUBET ADVANTAGE	3899260
YUBET MOBILE	2933504
	2572594
YUBET.COM	2587113