

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM404901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arlington Park Racecourse, LLC		11/08/2016	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Churchill Downs Incorporated		
Street Address:	600 N. Hurstbourne Parkway		
Internal Address:	Suite 400		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40222		
Entity Type:	Corporation: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1977761	AMERICAN DERBY	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	502-625-2887		
Email:	aberge@middletonlaw.com		
Correspondent Name:	Amy B. Berge		
Address Line 1:	401 South Fourth Street		
Address Line 2:	Suite 2600		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Joseph R. Dages		
SIGNATURE:	/Joseph R. Dages/		
DATE SIGNED:	11/09/2016		
Total Attachments: 1			
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OP \$40.00 1977761

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made, entered into, and effective as of this 8TH day of NOVEMBER, 2016 (the "Effective Date"), by and between **ARLINGTON PARK RACECOURSE, LLC** ("Assignor"), an Illinois limited liability company with an address of 2000 W. Euclid Avenue, Arlington Heights, Illinois 60007, and **CHURCHILL DOWNS INCORPORATED** ("Assignee"), a Kentucky corporation with an address of 600 N. Hurstbourne Parkway, Suite 400, Louisville, KY 40222.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Assignment, 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 service mark **AMERICAN DERBY** (the "Mark"), (b) all registrations for the Mark, including, without limitation, U.S. Reg. No. 1,977,761; (c) all rights, title, and interest in and to the Mark, including, without limitation, trademark and service mark rights, the rights to bring and maintain any and all causes of action, claims, and demands for infringement or other violations of rights, and the rights to pursue all remedies therefor (including those incurred prior to the date of this conveyance); and (d) all goodwill associated with and symbolized by the Mark.

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 Assignment, and any subsequent amendments or modifications to this Assignment, 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 Assignment as of the Effective Date.

ARLINGTON PARK RACECOURSE, LLC

CHURCHILL DOWNS INCORPORATED

Name: MIKE ANDERSON

Name: MIKE ANDERSON

Title: SECRETARY

Title: TREASURER

Signature: Mike Anderson

Signature: Mike Anderson