

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Presque Isle Downs, Inc.		01/11/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Churchill Downs Incorporated		
Street Address:	600 North Hurstbourne Parkway		
Internal Address:	Suite 400		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40222		
Entity Type:	Corporation: KENTUCKY		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4289720	PRESQUE ISLE DOWNS & CASINO	
Registration Number:	4429207	PRESQUE ISLE DOWNS & CASINO	
Registration Number:	4177241	DOWNS CLUBHOUSE & LOUNGE	
Registration Number:	4127085	DOWNS CLUBHOUSE & LOUNGE	
Registration Number:	3529005	PRESQUE ISLE DOWNS	
Registration Number:	3525647	PRESQUE ISLE DOWNS	
Registration Number:	4197740	BACKSTRETCH BUFFET	
Registration Number:	4197739	BACKSTRETCHBAR	
Registration Number:	4197734	BACKSTRETCH BAR	
Registration Number:	4197732	BACKSTRETCH BUFFET	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		

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Address Line 4: Dallas, TEXAS 75201	
ATTORNEY DOCKET NUMBER:	35905-10570
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	01/11/2019
Total Attachments: 6 source=IP Assignment Agreement (Executed)#page1.tif source=IP Assignment Agreement (Executed)#page2.tif source=IP Assignment Agreement (Executed)#page3.tif source=IP Assignment Agreement (Executed)#page4.tif source=IP Assignment Agreement (Executed)#page5.tif source=IP Assignment Agreement (Executed)#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), effective as of January 11, 2019, is by and between Presque Isle Downs, Inc., a Pennsylvania corporation, with its principal place of business located at 100 W. Liberty Street Suite 1150, Reno, Nevada 89501, ("Assignor") and Churchill Downs Incorporated, a Kentucky corporation, with its principal place of business located at 600 North Hurstbourne Parkway, Suite 400, Louisville, Kentucky 40222, ("Assignee").

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedule A (the "Assigned IP");

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of February 28, 2018, with Eldorado Resorts, Inc., a Nevada corporation, as amended by that certain Amendment No. 1 to the Asset Purchase Agreement, dated as of July 6, 2018 (the "Agreement") pursuant to which Assignor has agreed to sell substantially all of the assets, properties and business of Assignor used primarily in connection with the Business to Assignee, including the Assigned IP;

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the respective Patent and Trademark Offices and Copyright Offices; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration exchanged, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Agreement and the Assignment Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth on Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademarks").

2. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
3. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, by the laws of the State of New York without regard to the conflict of laws rules thereof to the extent that the laws of another jurisdiction would apply as a result of the application thereof.
4. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement. Signatures of the parties transmitted by facsimile or electronic transmission shall be treated in all manners and respects as an original agreement or instrument.
5. Miscellaneous. This Assignment is subject to all the terms and conditions of the Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be effective as of the date first written above.

PRESQUE ISLE DOWNS, INC.

By: [Signature]
Its: Executive Vice President, Chief Legal
Officer and Secretary

Date: January 9, 2019

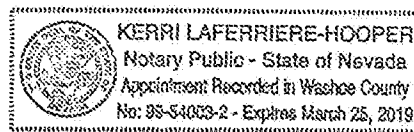
STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

Before me, the undersigned authority, on this 9th day of January, 2019, personally appeared Edmund L. Quatmann, Jr. known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.

[Signature]
Notary Public

[Signature]
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)



[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 006523 FRAME: 0030

ACCEPTED BY:

CHURCHILL DOWNS INCORPORATED

By: William C. Carstanjen

Name: William C. Carstanjen

Its: Chief Executive Officer

Date: 1/8/2019

STATE OF Kentucky)
) ss.
COUNTY OF Jefferson)

Before me, the undersigned authority, on this 8 day of January, 2019, personally appeared William C. Carstanjen known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

ID# 612427

Notary Public

Kimberly S. Tobin
(Signature of Notary)

Kimberly S. Tobin
(Legibly Print or Stamp Name of Notary)
exp 11/26/2022

Schedule A-Trademarks

MARK	SER. NO.	REG. NO.	Classes	Goods/Services	FILE DATE	REG. DATE
PRESQUE ISLE DOWNS & CASINO	85359351	4289720	IC 041; US 100, 101, 107	Entertainment services, namely organizing and conducting horse races and casino services.	6/29/2011	2/12/2013
PRESQUE ISLE DOWNS & CASINO	85359337	4429207	IC 041; US 100, 101, 107	Entertainment services, namely organizing and conducting horse races and casino services.	6/29/2011	11/5/2013
DOWNS CLUBHOUSE & LOUNGE	85281179	4177241	IC 043; US 100, 101	Bar and restaurant services.	3/30/2011	7/17/2012
DOWNS CLUBHOUSE & LOUNGE	85281142	4127085	IC 043; US 100, 101	Bar and restaurant services.	3/30/2011	4/10/2012
PRESQUE ISLE DOWNS	78368529	3529005	IC 041; US 100, 101, 107	Entertainment services, namely organizing and conducting horse races and casino services.	2/16/2004	11/4/2008
PRESQUE ISLE DOWNS	78368525	3525647	IC 041; US 100, 101, 107	Entertainment services, namely organizing and conducting horse races and casino services.	2/16/2004	10/28/2008

MARK	SER. NO.	REG. NO.	Classes	Goods/Services	FILE DATE	REG. DATE
BACKSTRETCH BUFFET	85510348	4197740	IC 043; US 100, 101	Bar and restaurant services.	1/6/2012	8/28/2012
BACKSTRETCH BAR	85510341	4197739	IC 043; US 100,	Bar and restaurant services.	1/6/2012	8/28/2012
BACKSTRETCH BAR	85510264	4197734	IC 043; US 100, 101	Bar and restaurant services.	1/6/2012	8/28/2012
BACKSTRETCH BUFFET	85510259	4197732	IC 043; US 100, 101	Bar and restaurant services.	1/6/2012	8/28/2012

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REEL: 006523 FRAME: 0033

RECORDED: 01/11/2019