

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QuintEvents, LLC		11/06/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Downs Racetrack, LLC		
Street Address:	700 Central Avenue		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40208		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77750407	DERBY EXPERIENCES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	404-352-3993		
Email:	kelly@wellbornlaw.com		
Correspondent Name:	Kelly O. Wallace		
Address Line 1:	1280 Menlo Dr.		
Address Line 2:	Suite E		
Address Line 4:	Atlanta, GEORGIA 30318		
NAME OF SUBMITTER:	Kelly O. Wallace		
SIGNATURE:	/Kelly O. Wallace/		
DATE SIGNED:	12/11/2019		
Total Attachments: 5			
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Agreement

THIS AGREEMENT (this "**Agreement**") is made and entered into as of November 6th, 2019 (the "**Effective Date**") by and between **CHURCHILL DOWNS RACETRACK, LLC**, a Kentucky limited liability company ("**CDRT**") having its principal office at 700 Central Avenue, Louisville, KY 40208 and **QUINTEVENTS, LLC** a Delaware limited liability company ("**Quint**") having its principal office at 9300 Harris Corners Parkway, Suite 120, Charlotte NC 28269.

Recitals

WHEREAS, CDRT and Quint entered into that certain agreement dated September 25, 2015 (the "**2016-20 Agreement**"), pursuant to which CDRT engaged Quint, as an independent contractor, to procure, market and facilitate the sale and fulfillment of experience packages for the 2016-2020 Kentucky Derby and 2016-2020 Kentucky Oaks, and such agreement shall remain in effect through its termination date of May 15, 2020; and

WHEREAS, CDRT desires to utilize and avail itself of the experience and resources of Quint, as an independent contractor, to procure, market and facilitate the sale and fulfillment of experience packages for the 2021- 2026 Kentucky Derby and 2021- 2026 Kentucky Oaks (collectively the "**Races**"), as more fully set forth herein; and

WHEREAS, Quint desires to provide its services to CDI in such manner and for such purposes, upon the terms and conditions hereinafter set forth;

WHEREAS, CDRT and Quint desire to terminate the 2016-20 Agreement and execute this Agreement in its place; and

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, including those outlined in any Exhibits attached hereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term. The initial term of this Agreement shall commence as of the Effective Date and shall continue through and including May 15, 2026 (the "**Initial Term**"), unless earlier terminated pursuant to the terms of this Agreement. The date on which this Agreement is terminated or expires as provided according to the terms herein is called the "**Termination Date**", and the period from the Commencement Date through the Termination Date is herein called the "**Term**". The extension term of this Agreement provided herein is called the "Extension Term" and shall commence on May 16th, 2026 and be effective thru and including May 15th, 2031. By March 1, 2026 both parties shall confirm in writing their intent to renew the Agreement or allow it to expire at the end of the Initial Term. If either party elects to allow the Agreement to expire, or if either party fails to provide the aforementioned notice by March 1, 2026, then the Agreement shall expire at the end of the Initial Term.
2. Scope of Services.
 - A. Quint shall procure, promote and facilitate the sale and fulfillment of packages designed to enhance the experience of attending the Races ("**Experience Packages**"), on the terms

4. Profit Share Incentive. On an annual basis Quint will report the GM % earned on the overall Derby Experiences Program. For every dollar earned OVER a twenty-six percent (26%) margin, Quint will share those excess margin dollars fifty percent (50%) to Quint and fifty percent (50%) to CDRT. This payment will be made to CDRT within 90 days after the Races each year during the Term of the Agreement.

5. Official Designation; Promotion and Advertisement; Trademarks; Marketing Assets.

A. Official Designation. CDRT will identify Quint, and Quint is authorized to identify itself, as the Exclusive Official Experience Package Provider to Churchill Downs for The Kentucky Derby and The Kentucky Oaks during the term of this Agreement..

B. Promotion and Advertisement. Quint shall use its best efforts to advertise and promote the Experience Packages.

C. Trademarks.

(i) "DERBY EXPERIENCES" Mark. The parties acknowledge that Quint obtained a federal trademark registration for the mark "DERBY EXPERIENCES" (Fed. Reg. No. 7,736,460) (the "Derby Experiences Mark"), and that Quint has used the Derby Experiences Mark in connection with the sale of experience packages for the Kentucky Derby and Kentucky Oaks on behalf of CDRT. Quint hereby transfers and assigns to CDRT, and CDRT hereby accepts from Quint: (a) the trademark **DERBY EXPERIENCES**, (b) all registrations for the Derby Experiences Mark, including, without limitation, U.S. Reg. No. 7,736,460; (c) all rights, title, and interest in and to the Derby Experiences 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 Derby Experiences Mark. Quint further covenants that it shall take all such actions as are necessary to effectuate and memorialize the foregoing assignment and to record the same with the U.S. Patent and Trademark Office. In exchange for such assignment, CDRT hereby grants Quint the right to use the Derby Experiences Mark during the Term of this Agreement, solely for the provision of the services covered by this Agreement. All goodwill arising from the use of the Derby Experiences Mark shall inure to the benefit of CDRT.

(ii) General Use. Quint shall not use the name, logos, colors, trademarks, service marks, trade dress, or other identifying features of CDI, CDRT, the Races, or Churchill Downs Racetrack (collectively, the "**CDI Marks**") without obtaining the specific prior written approval of CDRT as to each specific proposed use of the CDI Marks, regardless of whether CDRT has granted approval for essentially the same or similar uses of the CDI Marks in the past. Upon any termination of this Agreement, Quint shall immediately terminate all use of the CDI Marks in every manner whatsoever. To the extent that Quint is granted a license to use CDI Marks that are unregistered trademarks, registered trademarks or copyrights, it shall clearly indicate CDRT's ownership of such CDI Marks by an accompanying designation of a TM, ® or ©, as appropriate, closely associated with

the applicable words or image. In addition, any use of such registered trademark or copyright shall be accompanied by a statement that the applicable CDI Mark "is a [registered] [trademark/ copyright] of Churchill Downs Incorporated." Quint expressly recognizes that the CDI Marks are the valid, unique and exclusive property of CDI and/or CDRT. Quint agrees that it shall not, either during the Term or thereafter, directly or indirectly, attack or contest the validity of CDI Marks or the license granted hereunder or any registrations pertaining to any of the CDI Marks, in the United States or elsewhere, nor adopt the CDI Marks or any term, word, mark or designation which is in any aspect confusingly similar to the CDI Marks. Quint specifically acknowledges that any use of the CDI Marks pursuant to this Agreement shall not create for Quint any right, title or interest in the CDI Marks and all uses of the CDI Marks by Quint shall inure to the benefit of CDI. During the Term of this Agreement and thereafter, Quint agrees and covenants that it: (i) shall not harm, misuse or bring into disrepute the CDI Marks; (ii) shall not do or cause to be done any act or thing, directly or indirectly, which contests or in any way impairs or tends to impair any part of the right, title and interest of CDRT in the CDI Marks; (iii) shall not, in any manner, represent that it has any ownership interest in the CDI Marks and (iv) shall notify CDRT of any infringement of the CDI Marks that comes to Quint's attention.

(iii) Derby Experiences Logo. During the Term of this Agreement, Quint shall be permitted to use the "Derby Experience Seal" logo utilized since December 2007 containing the "official designation" language in the form set forth on **Exhibit C** (the "**Official Seal Logo**") until such time as CDRT's Brand Development and Marketing department develops and adopts a Derby Experience logo that incorporates CDRT's newly developed "icon" / "non-dated" Kentucky Derby logo (the "**New Logo**"). Upon adoption of the New Logo and written instruction from CDRT, Quint shall promptly begin using the New Logo and shall cease using the Official Seal Logo in connection with the performance of its obligations under this Agreement. The New Logo shall remain the property of CDRT, but Quint shall be granted a royalty-free license to use the New Logo during the Term of this Agreement.

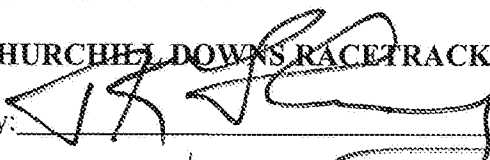
D. Publicity. No press release or other public announcement of this Agreement or the subject matter hereof including reference to the other party or its products or services will be made without the prior written consent of both parties. If any such press release or other public announcement is made, the parties will consult with one another concerning the form and substance of any press release or other public disclosure of the matters covered by the Agreement, and will mutually agree on the form and substance of any such disclosure before any such disclosure is made; provided, however, that this obligation will not be deemed to prohibit any party from making any disclosure which its counsel deems necessary in order to fulfill such party's obligations under any applicable law (including applicable securities law obligations or NASDAQ regulations).

E. Marketing Assets.

(i) CDRT will provide links from www.kentuckyderby.com to www.derbyexperiences.com a minimum of 99% of the time during the Term of this Agreement. Quint understands that from time to time CDRT will need to make changes to the website for various reasons including maintenance or to improve performance. If links

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

~~CHURCH~~ DOWNS RACETRACK, LLC

By:  _____

Print Name: Kevin Flanery

Title: President

QUINTEVENTS, LLC

By:  _____

Print Name: Brian Ruede

Title: President

EXHIBIT C

Logos

Official Seal Logo

