

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in United States Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Turfway Park, LLC		04/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn, 7th Fl., Mail Code 1L1-1625		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5294766	CLUBTURFWAY	
Registration Number:	2109085	THE RACE BOOK AT TURFWAY PARK	
Registration Number:	2110733	THE RACE BOOK AT TURFWAY PARK	
Registration Number:	2109084	TURFWAY PARK	
Registration Number:	2163381	TURFWAY PARK	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	061050-0004		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	04/30/2020		
Total Attachments: 8			

OP \$140.00 5294766

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES INTELLECTUAL PROPERTY**

This CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Confirmatory Grant") is made effective as of April 30, 2020 by and from TURFWAY PARK, LLC, a Delaware limited liability company (the "Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, Churchill Downs Incorporated, a Kentucky corporation, the Grantor, as subsidiary guarantor, certain other Subsidiaries of Borrower, Grantee, JPMorgan Chase Bank, N.A., as Administrative Agent, the Lenders and certain other financial institutions have entered into that certain Credit Agreement, dated as of December 27, 2017 (as amended by the First Amendment to Credit Agreement, dated as of March 16, 2020, and the Second Amendment to Credit Agreement, dated as of April 28, 2020, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Borrower, the Grantor, certain other Subsidiaries of Borrower and Grantee have entered into that certain Security Agreement, dated as of December 27, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the copyrights listed on Exhibit A attached hereto (the "Copyrights"), which Copyrights are pending or registered with the United States Copyright Office (the "USCO").

WHEREAS, the Grantor owns the trademarks listed on Exhibit B attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office (the "USPTO").

WHEREAS, the Grantor owns the patents listed on Exhibit C attached hereto (the "Patents"), which Patents are pending or registered with the USPTO.

WHEREAS, the Grantor is exclusive licensees of the copyrights listed on Exhibit D attached hereto (the "Licensed Copyrights"), and together with the Copyrights, Trademarks and the Patents, the "Intellectual Property"), which Licensed Copyrights are pending or registered with the USPTO.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made by the Grantor to Grantee on behalf of the Secured Parties to secure the satisfactory performance and payment when due of all the Secured Obligations (as defined in the Security Agreement). Upon Payment in Full of the Secured Obligations, Grantee shall promptly execute, acknowledge and deliver to the Grantor, all reasonably requested instruments in writing releasing the security interest in the Intellectual Property acquired under the Security Agreement and this Confirmatory Grant.

(b) In order to secure the payment and performance when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of the Secured Obligations (as defined in the Security Agreement), the Grantor hereby grants to Grantee for the benefit of the Secured Parties:

(i) With respect to the Copyrights, a lien on and security interest in (1) all of the Grantor's right, title and interest in and to the Copyrights now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of such Copyrights and (3) all causes of action arising prior to or after the date hereof for infringement of such Copyrights or unfair competition regarding the same;

(ii) With respect to the Trademarks, a lien on and security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same;

(iii) With respect to the Patents, a lien on and security interest in (1) all of the Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of such Patents and (3) all causes of action arising prior to or after the date hereof for infringement of such Patents or unfair competition regarding the same; and

(iv) With respect to the Licensed Copyrights, a lien on and security interest in (1) all of the Grantor's right, title and interest in and to the copyright registrations and copyright applications under and to the extent set forth in and permitted by the license to the Grantor of such copyright registrations and copyright applications, together with (2) all proceeds thereof.

3) Interpretation. This Confirmatory Grant and any claims, controversies, disputes, or causes of action (whether arising under contract law, tort law or otherwise) based upon or relating to this Confirmatory Grant shall be governed by, and construed in accordance with, the law of the State of New York without giving effect to any choice of law principles that would apply the law of another jurisdiction. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4) Recordation. The parties authorize the directors of the USCO and the USPTO to record this Confirmatory Grant.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Confirmatory Grant effective as of the date first written above.

TURFWAY PARK, LLC,
as Grantor

By: 

Name: Austin W. Miller

Title: Vice President

JPMORGAN CHASE BANK, N.A.,
as Grantee

By: Karen Watson
Name: Karen Watson
Title: Authorized Signer

Exhibit A

SCHEDULE OF U.S. COPYRIGHTS

None.

Exhibit B

SCHEDULE OF U.S. TRADEMARKS



Owner	Trademark	Serial Number	Registration Number	Date of Filing(s)
Turfway Park, LLC	CLUBTURFWAY	87317803	5294766	App 30-JAN-2017 Reg 26-SEP-2017
Turfway Park, LLC	THE RACE BOOK AT TURFWAY PARK	75193694	2109085	App 05-NOV-1996 Reg 28-OCT-1997
Turfway Park, LLC	THE RACE BOOK AT TURFWAY PARK 	75193695	2110733	App 05-NOV-1996 Reg 04-NOV-1997
Turfway Park, LLC	TURFWAY PARK	75193692	2109084	App 05-NOV-1996 Reg 28-OCT-1997
Turfway Park, LLC	TURFWAY PARK 	75193693	2163381	App 05-NOV-1996 Reg 09-JUN-1998

Exhibit C

SCHEDULE OF U.S. PATENTS

None.

Exhibit D

SCHEDULE OF LICENSED COPYRIGHTS

None.