

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM734627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Turfway Park, LLC		06/09/2022	Limited Liability Company: DELAWARE
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: 5			
Property Type	Number	Word Mark	
Registration Number:	2109084	TURFWAY PARK	
Registration Number:	2109085	THE RACE BOOK AT TURFWAY PARK	
Registration Number:	2110733	THE RACE BOOK AT TURFWAY PARK	
Registration Number:	2163381	TURFWAY PARK	
Registration Number:	5294766	CLUBTURFWAY	
CORRESPONDENCE DATA			
Fax Number:	5025610442		
<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 S. Fourth Street		
Address Line 2:	Suite 2600		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Amy B. Berge		
SIGNATURE:	/Amy B. Berge/		
DATE SIGNED:	06/14/2022		

OP \$140.00 2109084

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment"), made, entered into, and effective as of the 9th day of June, 2022 (the "Effective Date"), is by and between TURFWAY PARK, LLC ("Assignor"), a Delaware limited liability company, and CHURCHILL DOWNS INCORPORATED ("Assignee"), a Kentucky corporation. Assignor and Assignee may each be referred to in this Assignment individually as a "Party" and collectively as the "Parties."

RECITALS

A. Assignor owns the trademarks set forth and described in Exhibit A (collectively, the "Marks"), as well as the corresponding trademark registrations set forth and described in Exhibit A (collectively, the "Registrations"), which such exhibits are attached to and incorporated by reference into this Assignment.

B. Assignee now desires to acquire from Assignor, and Assignor desires to transfer and assign to Assignee, the Marks and the Registrations.

AGREEMENT

1. **ASSIGNMENT.** Assignor hereby irrevocably transfers and assigns exclusively to Assignee, and Assignee hereby accepts and acquires from Assignor: (a) the Marks; (b) the Registrations; (c) any and all goodwill of the business associated with and symbolized by the Marks and the use thereof; and (d) any and all rights, including rights arising under common law, title, and interests Assignor has in and to the Marks and the Registrations, including, without limitation, the rights to bring and maintain any and all causes of action, lawsuits, claims, and demands for, as well as the right to seek redress and pursue remedies for, past, present, and future infringements or other misappropriations or violations of rights, in addition to all income, royalties, and damages now or hereafter due or payable to Assignor with respect to the Marks, including, without limitation, damages and payments for past, present, or future infringements or other misappropriations or violations of rights.

2. **FURTHER ASSURANCES.** Assignor agrees, without the need for further consideration, to cause such other lawful acts to be performed and to cause 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. **RECORDATION.** Assignee may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate.

4. **SEVERABILITY.** If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

5. **SUCCESSORS AND ASSIGNS.** This Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of the Parties.

6. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together constitute a fully executed agreement even though all signatories do not appear on the same document. Delivery of an executed counterpart of this Agreement by portable document format, DocuSign (or similar service), facsimile, or as an attachment to an email shall be equally effective as delivery of a mutually executed counterpart of this Agreement. This Agreement may be signed electronically. E-mail transmittal of original handwritten signatures and electronic signatures shall all be considered to have the same legal effect as execution and delivery of the original printed document with handwritten signatures and shall be treated in all manner and respects as the original printed document with handwritten signatures.

7. **ENTIRE AGREEMENT.** This Assignment constitutes the entire understanding and agreement between the Parties with regard to the transfer and assignment of the Marks. The language of all parts of this Assignment shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the Parties. Any amendment, modification, or waiver of any term or provision of this Assignment must be in writing and signed by Assignor and Assignee to be effective, and will be effective only in the specific instance and for the specific purpose for which it is given.

8. **HEADINGS.** The headings used in this Assignment are included for convenience only and shall not be used to construe meaning or intent or be given any legal effect.

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.

TURFWAY PARK, LLC

CHURCHILL DOWNS INCORPORATED

Name: Mareen Adams

Name: Bradley K. Blackwell

Title: Sr. Vice President

Title: Senior Vice President

Signature: Mareen Adams



Signature: Bradley K. Blackwell

Date: June 9, 2022

Date: June 9, 2022

EXHIBIT A
TO THE TRADEMARK ASSIGNMENT AGREEMENT
BY AND BETWEEN
TURFWAY PARK, LLC AND
CHURCHILL DOWNS INCORPORATED

U.S. Trademark Registrations

Mark/Name	Registration No.
<u>TURFWAY PARK</u>	2,109,084
<u>THE RACE BOOK AT TURFWAY PARK</u>	2,109,085
<u>THE RACE BOOK AT TURFWAY PARK and Design</u> 	2,110,733
<u>TURFWAY PARK and Design</u> 	2,163,381
<u>CLUBTURFWAY</u>	5,294,766