

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3875822

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
BIG FISH GAMES, INC.		09/30/2015
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT	
Street Address:	IL1-1145/54/63, P.O. BOX 6026	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60680-6026	
PROPERTY NUMBERS Total: 17		
Property Type	Number	
Patent Number:	7985127	
Patent Number:	8395627	
Patent Number:	8725790	
Application Number:	13802060	
Application Number:	13802212	
Application Number:	13802350	
Application Number:	14099876	
Application Number:	14462533	
Application Number:	13796184	
Application Number:	13796705	
Application Number:	13797024	
Application Number:	13743042	
Application Number:	14223358	
Application Number:	14223684	
Application Number:	14223804	
Application Number:	11849053	
Application Number:	14523743	
CORRESPONDENCE DATA		
Fax Number:	(312)993-9767	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>		
PATENT		

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3129932647
Email: zeynep.gieseke@lw.com
Correspondent Name: ZEYNEP GIESEKE
Address Line 1: 330 N. WABASH AVENUE, SUITE 2800
Address Line 2: LATHAM & WATKINS LLP
Address Line 4: CHICAGO, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0103
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NAME OF SUBMITTER:	ZEYNEP GIESEKE
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SIGNATURE:	/zg/
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DATE SIGNED:	05/17/2016
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Total Attachments: 4

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**SUPPLEMENTAL GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Supplemental Grant") is made effective as of September 30, 2015, by and from BIG FISH GAMES, INC., a Washington corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Collateral Agent for the Lenders and the other holders of Secured Obligations (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, Churchill Downs Incorporated (the "Borrower"), the Grantor, certain other Subsidiaries of the Borrower, the Lenders and the Grantee have entered into a Fourth Amended and Restated Credit Agreement dated as of December 1, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Borrower, has guaranteed the repayment of the Secured Obligations pursuant to a Third Amended and Restated Guaranty dated as of May 17, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Borrower, the Grantor and certain other Subsidiaries of the Borrower have entered into a Third Amended and Restated Pledge and Security Agreement dated as of May 17, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

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

WHEREAS, this Supplemental Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Lenders and the other holders of Secured Obligations. The rights and remedies of the 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 Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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 Supplemental Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably

requested instruments in writing releasing the security interest in the Patents acquired under the Security Agreement and this Supplemental Grant.

(b) The Grantor hereby grants to the Grantee a 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 the Patents and (3) all causes of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same.

3) Counterparts. This Supplemental Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Supplemental Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the Grantor has executed this Supplemental Grant effective as of the date first written above.

BIG FISH GAMES, INC.

By: William E. Mudd
Name: William E. Mudd
Title: Treasurer

STATE OF KENTUCKY)
JEFFERSON COUNTY)

On September 9, 2015, before me, Kimberly S. Tobin, Notary Public, personally appeared William E. Mudd, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)

Kimberly S. Tobin
Notary Public, State of Kentucky

My Commission Expires: 11-26-2018

EXHIBIT A

Schedule of Patents

Golf Solitaire Video Game	Reg. No. 7,985,127
Spline Technique for 2D electronic game	Reg. No. 8,395,627
Multiple Application Activation	Reg. No. 8,725,790
Triggering of a multi-player collaborative game	App. No. 13/802,060
Persistent association of game features with a user	App. No. 13/802,212
Multi-player game collaboration	App. No. 13/802,350
Facilitating a Secondary Game for Multiple Users	App. No. 14/099,876
Providing performance video content into an online casino	App. No. 14/462,533
Intelligent Merchandising of Games	App. No. 13/796,184
Dynamic Recommendation of Games	App. No. 13/796,705
Customizable and Adjustable Pricing of Games	App. No. 13/797,024
Predicting Future Performance of Games	App. No. 13/743,042
Match-Based Hazard Removal and Game Board Filling	App. No. 14/223,358
Match-Based Removal of Game Board Hazards	App. No. 14/223,684
User-Initiated Filling of Game Board	App. No. 14/223,804
Injecting Content into Episodic Video Game	App. No. 11/849,053
Game Rewards Based on Device Characteristics	App. No. 14/523,743