

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CDIP LLC		10/14/2004	Limited Liability Company: KENTUCKY

RECEIVING PARTY DATA	
Name:	Bank One, NA
Street Address:	416 West Jefferson Street
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40202
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	76266705	FGNETBET.COM
Serial Number:	76266129	FGNETBET
Serial Number:	76162538	FAIR GROUNDS RACE COURSE
Registration Number:	2885332	NET BET
Registration Number:	2782522	FAIR GROUNDS PHONE BET
Registration Number:	2776307	FAIR GROUNDS
Registration Number:	2774532	FAIR GROUNDS
Registration Number:	2774533	NEW ORLEANS FAIR GROUNDS
Registration Number:	2774434	FAIR GROUNDS RACE COURSE
Registration Number:	2764847	
Registration Number:	2759489	FAIR GROUNDS RACE COURSE
Registration Number:	2756768	FAIR GROUNDS RACE COURSE
Registration Number:	2756769	FAIR GROUNDS RACE COURSE
Registration Number:	2719778	

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Registration Number:	2719779	
Registration Number:	2717934	
Registration Number:	2717831	
Registration Number:	2717830	
Registration Number:	2765008	FAIR GROUNDS NET BET

**CORRESPONDENCE DATA**

Fax Number: (502)581-1087

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 502-589-5400

Email: cstewart@fbtlaw.com

Correspondent Name: Cynthia L. Stewart, Frost Brown Todd LLC

Address Line 1: 400 West Market Street

Address Line 2: 32nd Floor

Address Line 4: Louisville, KENTUCKY 40202-3363

ATTORNEY DOCKET NUMBER:	BANK ONE/CDIP
NAME OF SUBMITTER:	Cynthia L. Stewart

Total Attachments: 5  
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**2004B ASSIGNMENT  
OF  
PATENTS, TRADEMARKS AND COPYRIGHTS**

This 2004B Assignment of Patents, Trademarks and Copyrights (this "Assignment") is made and entered into as of October 14, 2004, by CDIP, LLC, a limited liability company organized under the laws of the Commonwealth of Kentucky ("Assignor"), in favor of BANK ONE, NA, as Collateral Agent (as defined in the Agreement defined below), a national banking association having its principal office in Louisville, Kentucky ("Assignee").

**Recitals**

A. The Assignor has an interest in the trademarks/service marks as listed on Schedule A, including all rights under any applications for the same at the United States Patent and Trademark Office or any corresponding foreign trademark/service mark registrant and all registrations and recordings of the same at the United States Patent and Trademark Office or any corresponding foreign trademark/service mark registrant and all renewals thereof (the "Trademarks") and in the copyrights, copyright registrations and copyright applications, including, without limitation, those as listed on Schedule B and all renewals of any of the foregoing, including but not limited to all of its right under copyrights registered with the United States Copyright Office or any corresponding foreign registrant of copyrights (the "Copyrights").

B. Assignor has executed a 2004B Amendment to Pledge and Security Agreement dated as of October 14, 2004, and certain other documents making it a party to the Pledge and Security Agreement, dated as of April 3, 2003, as amended by the 2004B Louisiana Supplement to Pledge and Security Agreement, dated as of October 14, 2004 (as amended, and as it may be further amended from time to time, the "Agreement"), whereby Assignor granted to Assignee (i) a security interest in the Trademarks (other than United States "intent to use" applications until a verified statement of use or amendment to allege use is filed in the United States Patent and Trademark Office with respect to such applications), and in (among other things) all other now owned or existing or hereafter acquired or arising trade/service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof and all applications in connection therewith, and renewals thereof and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing and all rights corresponding to any of the foregoing throughout the world and the goodwill of Assignor's business connected with the use of and symbolized by the foregoing (collectively, the "Trademark Rights") and (ii) a security interest in the Copyrights designated above and any and all now owned or existing and hereafter acquired or arising copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications and any and all renewals of any of the foregoing, all income, royalties, proceeds, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing,

including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (the "Copyright Rights").

C. By this Assignment, Assignor desires to fulfill its obligations under the Agreement to record its grant to Assignee of a security interest in the (i) Trademarks and Trademark Rights and (ii) Copyrights and Copyright Rights, which security interest is intended to secure Assignor's obligations to Assignee under the Agreement.

### **AGREEMENT**

Therefore, in fulfillment of Assignor's obligations under the Agreement and related agreements, Assignor agrees as follows:

1. Assignor hereby collaterally assigns as security to Assignee, and confirms its grant to Assignee, of a security interest in all of Assignor's right, title and interest in and to the Trademarks and Trademark Rights and the Copyrights and Copyright Rights pursuant to and subject to the terms of the Agreement as security for the Obligations Secured as defined and provided in the Agreement.

2. Until the occurrence and during the continuance of a Default (as defined and referenced in the Agreement), Assignor shall have all right to possession and use of the (i) Trademarks and Trademark Rights and (ii) Copyrights and Copyright rights.

3. Upon the occurrence and during the continuance of a Default, Assignee shall have the right, but not the obligation, to claim all rights of Assignor to the (i) Trademarks and Trademark Rights and (ii) the Copyrights and Copyright Rights, and all goodwill associated therewith and shall, in addition, have all rights and remedies available to Assignee under the Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the undersigned, a duly authorized representative of each of the Assignor and the Assignee, has executed this Assignment on the dates set forth below.

CDIP, LLC

By Rebecca C. Reed

Title: SECRETARY

Date: October 13, 2004

COMMONWEALTH OF KENTUCKY )

)

COUNTY OF JEFFERSON )

On this 13 day of October, 2004, before me appeared Rebecca C. Reed, the person who signed this instrument, who acknowledged that he is the duly appointed SECRETARY of CDIP, LLC (the "Assignor"), that he/she is duly authorized by the Assignor to sign this instrument, and that he/she has signed this instrument as a free act on behalf of the Assignor.

My Commission Expires: January 5, 2007

Beth L. Lane  
NOTARY PUBLIC, Kentucky State at Large

BANK ONE, NA, as COLLATERAL AGENT

By: [Signature]

Name: H. JOSEPH BRENNER

Title: FIRST VICE PRESIDENT

Date: OCTOBER 13, 2004

COMMONWEALTH OF KENTUCKY )

)

COUNTY OF JEFFERSON )

On this 13 day of October, 2004, before me appeared H. JOSEPH BRENNER the person who signed this instrument, who acknowledged that he is the duly appointed FIRST VICE PRESIDENT of Bank One, NA (the "Assignee"), that he is duly authorized by the Assignee to sign this instrument, and that he has signed this instrument as a free act on behalf of the Assignee.

My Commission Expires: JANUARY 5, 2007

[Signature]  
NOTARY PUBLIC, Kentucky, State at Large

**SCHEDULE A  
TO ASSIGNMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS**

**Trademarks:**

(Marks are registered in name of Fair Grounds Corporation. Proof of merger into CDIP, LLC has been submitted to PTO whenever action has been required. No assignment has been recorded naming LLC.)

Federal Registrations:

Fair Grounds	*	Reg. No. 2,774,532
Fair Grounds Race Course	*	Reg. No. 2,774,434
Fair Grounds	*	Reg. No. 2,776,307
Fair Grounds Net Bet	*	Reg. No. 2,765,008
Fair Grounds Phone Bet	*	Reg. No. 2,782,522
Fair Grounds Race Course	*	Reg. No. 2,756,768
Fair Grounds Race Course	*	Reg. No. 2,756,769
Fair Grounds Race Course	*	Reg. No. 2,759,489
Horsehead Design	*	Reg. No. 2,764,847
Horsehead Design	*	Reg. No. 2,717,830
Horsehead Design	*	Reg. No. 2,717,831
Horsehead Design	*	Reg. No. 2,717,934
Horsehead Design	*	Reg. No. 2,719,778
Horsehead Design	*	Reg. No. 2,719,779
Net Bet	*	Reg. No. 2,885,332
New Orleans Fair Grounds	*	Reg. No. 2,774,533

Federal Applications:

Fair Grounds Race Course	*	App. No. 76/162,538
FGNETBET	*	App. No. 76/266,129
FGNETBET.COM	*	App. No. 76/266,705

State Registrations:

Fair Grounds Clubhouse	*	Louisiana Trade Name
Fair Grounds Off Track Betting	*	Louisiana Trade Name
Fair Grounds Racetrack	*	Louisiana Trade Name
Fair Grounds Restaurant and Bar	*	Louisiana Trade Name
Finish Line Off Track Betting	*	Louisiana Trade Name