

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410353

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saratoga Harness Racing, Inc.		09/28/2015	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Saratoga Casino Holdings LLC		
Street Address:	P.O. Box 356		
City:	Saratoga Springs		
State/Country:	NEW YORK		
Postal Code:	12866		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4421983	LUCKY JOE'S	
Registration Number:	4732067	SARATOGA CASINO BLACK HAWK	
Registration Number:	4718256	SARATOGA CASINO BLACK HAWK	
Registration Number:	3493237	VAPOR	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	704-444-1124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	12/28/2016		
Total Attachments: 5			
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CONTRIBUTION AGREEMENT

This Contribution Agreement (the "Contribution Agreement") is entered into as of September 28, 2015 by and between SARATOGA HARNESS RACING, INC., a New York corporation with its principal place of business at P.O. Box 356, Saratoga Springs, New York 12866 ("Assignor"), and SARATOGA CASINO HOLDINGS LLC, a Delaware limited liability company with its principal place of business at P.O. Box 356, Saratoga Springs, New York 12866 ("Assignee").

WHEREAS, Assignor is the managing member of Assignee pursuant to the terms of that certain Operating Agreement dated as of June 4, 2015 (the "Preliminary Operating Agreement");

WHEREAS, Assignor has agreed to assign to Assignee all of its assets, except for (i) Assignor's Units in Assignee, (ii) the membership interests of Kings, Queens and Jacks, LLC (the sole asset of which is its interest in Saratoga Casino Black Hawk), (iii) the membership interests of Saratoga Casino and Hospitality Group, LLC (the sole asset of which is its thirty percent (30%) interest in Ellis Park Race Course, LLC), (iv) the employees of Assignor and all labor agreements and benefits associated with such employees, and (v) the property owned by Assignor jointly with BMHD consisting of approximately 32 acres (the "Excluded Assets") (collectively, the assets of Assignor, not including the Excluded Assets, the "Assigned Assets");

WHEREAS, Assignee has agreed to assume the liabilities of Assignor to the extent relating to the Assigned Assets;

WHEREAS, as and for consideration for the assignment provided for herein, Assignee has previously issued to Assignor 100% of the membership units of Assignee; provided, however, that Assignor has directed that membership units of Assignee be delivered by Assignee to Saratoga Casino Group Inc., a New York corporation and a wholly owned subsidiary of Assignor (the "Subsidiary Member"), as a contribution to capital by Assignor to the Subsidiary Member, such that, after delivery, the Subsidiary Member owns 1% of the membership interests of Assignee, pursuant to that certain Subsidiary Member Acquisition Agreement dated as of June 4, 2015 among the Assignor, the Assignee and the Subsidiary Member (the "Subsidiary Member Acquisition Agreement"); and

WHEREAS, promptly following the assignment provided for herein and concurrently with the sale and transfer of membership interests from Assignor to Churchill Downs Incorporated ("CDI") of 25% of the membership units of Assignee, Assignor, CDI and Subsidiary Member shall enter into that certain Amended and Restated Operating Agreement (the "Operating Agreement"), dated as of the date hereof, amending and restating the Preliminary Operating Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption. Assignor hereby assigns, grants, conveys and transfers to Assignee all of Assignor's right, title and interest in and to the Assigned Assets, as more fully described on Schedule A. Assignee hereby accepts such assignment and assumes all of Assignor's duties and obligations to the extent relating to the Assigned Assets and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the Assigned Assets accruing on and after the date hereof, as more fully described on Schedule B.

2. Issuance of Membership Units of Assignee. In consideration of the assignment, acceptance and assumption set forth in Paragraph 1 of this Contribution Agreement, Assignee has previously issued to Assignor 100% of the membership units of Assignee; provided, however, that Assignor directed that membership units of Assignee be delivered by Assignee to Subsidiary Member as a contribution to capital by Assignor to Subsidiary Member, such that after delivery the Subsidiary Member owns 1% of the membership interests of Assignee, pursuant to the Subsidiary Member Acquisition Agreement.

3. Successors. All future transfers and assignments of the Assigned Assets transferred and assigned hereby are subject to the transfer and assignment provisions of the Operating Agreement. This Contribution Agreement shall inure to the benefit of, and be binding upon, the permitted successors and assigns of the parties hereto.

4. Counterparts. This Contribution Agreement may be executed in counterparts, each of which shall be an original, but all of which together constitute one and the same instrument.

5. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Contribution Agreement.

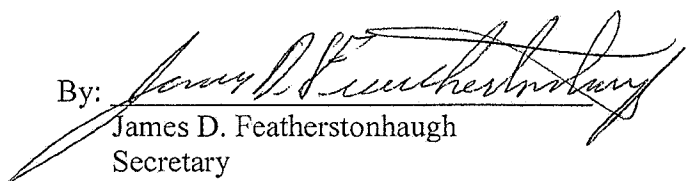
[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee, by their duly authorized officials, hereby execute and deliver this Contribution Agreement, together with Schedule "A" and Schedule "B", effective as of the date of this Contribution Agreement.

ASSIGNOR:

SARATOGA HARNESS RACING, INC.

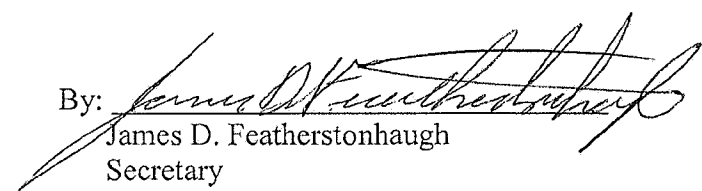
By:


James D. Featherstonhaugh
Secretary

ASSIGNEE:

SARATOGA CASINO HOLDINGS LLC

By:


James D. Featherstonhaugh
Secretary

SCHEDULE "A"

ASSIGNED ASSETS

Assignor assigns to Assignee all of its assets, except for (i) Assignor's Units in Assignee, (ii) the membership interests of Kings, Queens and Jacks, LLC (the sole asset of which is its interest in Saratoga Casino Black Hawk), (iii) the membership interests of Saratoga Casino and Hospitality Group, LLC (the sole asset of which is its thirty percent (30%) interest in Ellis Park Race Course, LLC), (iv) the employees of Assignor and all labor agreements and benefits associated with such employees, and (v) the property owned by Assignor jointly with BMHD consisting of approximately 32 acres.

SCHEDULE "B"

ASSUMED LIABILITIES

All of the obligations of Assignor relating to the Assigned Assets existing on and accruing after the date hereof.