

OMB No. 0651-0047 (exp. 4/94)

Patents



100909695

attached original documents or copy thereof.

1. Name of conveying party(ies):

DLJ Capital Funding, Inc.
750 Lexington Avenue
New York, NY 10022

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State

Other Bank **MRD 11-20-98**

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address: as Collateral Agent

Street Address: 500 West Monroe

City: Chicago State: IL ZIP: 60661

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Illinois
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: December 31, 1997

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

See attached

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Barry R. Lipsitz

Internal Address: _____

Street Address: 755 Main Street

City: Monroe State: CT ZIP: 06468

1/30/1998 JHWBAZZ 00000023 2025030

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41).....\$ 415.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

The Commissioner is hereby authorized to charge any deficiency in the payment of the required fee(s) or credit any overpayment to Deposit Account No. 50-0625.

01 FC:481 40.00 DP
02 FC:482 375.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Barry R. Lipsitz

Name of Person Signing

Signature

November 17, 1998

Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1820 FRAME: 0845

U.S. TRADEMARKS

Attached

TRADEMARK
REEL: 1692 FRAME: 0129

TRADEMARK
REEL: 1820 FRAME: 0846

MARK

REG. NO.

REG. DATE

Sports Haven

2,026,030

12/24/96

TRADEMARK
REEL: 1692 FRAME: 0130

TRADEMARK
REEL: 1820 FRAME: 0847

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Autotôte	1,276,741	5/8/84
Autotrak	1,242,618	6/21/83
SAM	1,613,644	9/18/90
Tiny Tim	1,672,960	1/21/92
Probe	1,832,001	4/19/94

TRADEMARK
REEL: 1692 FRAME: 0131

TRADEMARK
REEL: 1820 FRAME: 0848

U.S. TRADEMARK APPLICATIONS

Attached

TRADEMARK
REEL: 1692 FRAME: 0133

TRADEMARK
REEL: 1820 FRAME: 0849

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
Lucky 9's	75/073,537	3/15/96
Royal Flush Fever	75 79 /073,728	3/15/96
Crazy Aces	75/073,227	3/15/96
Rock N'Reel (Service Mark)	75/191,998	11/4/96
Hot Stuff	75/159,418	9/3/96
Fruit Fortune	75/159,420	9/3/96
Winner's Circle	75/149,726	5/13/96
Double Treasure	75/120,220	6/17/96
Gold Luck	75,120,546	6/17/96

TRADEMARK
REEL: 1692 FRAME: 0134

TRADEMARK
REEL: 1820 FRAME: 0850

MARK

Logo (trade and service
mark)

APPLICATION NO.

75/174,098

FILING DATE

9/30/96

TRADEMARK
REEL: 1692 FRAME: 0135

TRADEMARK
REEL: 1820 FRAME: 0851

MO

2-2-98

REI

02-02-1998



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings 000 v

100661650

To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

1. Name of conveying party(ies):

DLJ Capital Funding, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 31, 1997

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address:

Street Address: 500 West Monroe

City: Chicago, State: IL ZIP: 60661

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State *Ill.*
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:

Internal Address:

RETURN TO:
Federal Research Corporation
400 Seventh St., N.W., Suite 101
Washington, DC 20004

Street Address:

03/09/1998 INTENT TO REGISTER PROGRAM

01 FE:441

02 FE:442

City:

40.00 EP
45.00 EP

ZIP:

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41).....\$ 490⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Sara A. McIntire

Name of Person Signing

Sara A. McIntire
Signature

26 January 1998
Date

Total number of pages including cover sheet, attachments, and document: 19

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

*Copies
for
reference*

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Autotote Systems, Inc., a Delaware corporation (the "Assignor") with principal offices at 100 Bellevue Road, Newark, Delaware 19714, hereby assigns and grants to DLJ Capital Funding, Inc., as Collateral Agent, with principal offices at 277 Park Avenue, New York, New York 10172 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of July 28, 1997 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

TRADEMARK
REEL: 1622 FRAME: 0443

TRADEMARK
REEL: 1820 FRAME: 0853

1997.

Executed at New York, New York, the 22nd day of July.

AUTOTOTE SYSTEMS, INC.

By Winters & Gold
Title:

DLJ CAPITAL FUNDING, INC.,
as Collateral Agent, As-
signee

By _____
Title:

TRADEMARK
REEL: 1622 FRAME: 0444

TRADEMARK
REEL: 1820 FRAME: 0854

STATE OF New York)
COUNTY OF New York) SS :

On this 28 day of July, 1997 before me personally came Martin E. Seltzer who being duly sworn, did depose and say that he is Vice President of Autotote Systems, Inc., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Henry Connolly
Notary Public

DEMOY CONNOLLY
Notary Public, State of New York
No. 52 36200
Qualified in Suffolk County
Certificate filed in New York County
Term Expires March 30, 1999

TRADEMARK
REEL: 1622 FRAME: 0445

TRADEMARK
REEL: 1820 FRAME: 0855

IN WITNESS WHEREOF, the undersigned have executed
this Agreement as of the ___ day of _____ 199_.

AUTOTOTE SYSTEMS, INC., As-
signor

By _____
Title:

DLJ CAPITAL FUNDING, INC.,
as Collateral Agent, As-
signee

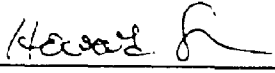
By *Stephen P. Hickey*
Title: Stephen P. Hickey
Managing Director

TRADEMARK
REEL: 1622 FRAME: 0446

TRADEMARK
REEL: 1820 FRAME: 0856

STATE OF New York)
) SS.
COUNTY OF New York)

On this 3rd day of July, 1997, before me personally came Richard Hickey who, being by me duly sworn, did state as follows: that he is Managing Director of DLJ Capital Funding, Inc., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

HOWARD SHAMS
Notary Public, State of New York
No. 24-8008015
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Feb. 8, 1998

11

RECORDED: 08/28/1997

TRADEMARK
REEL: 1622 FRAME: 0447

TRADEMARK
REEL: 1820 FRAME: 0857

DLJ Capital Funding, Inc.
750 Lexington Avenue
New York, New York 10022

December 31, 1997

Heller Financial, Inc.
500 West Monroe
Chicago, Illinois 60661

Ladies and Gentlemen:

Reference is hereby made to the federally registered intellectual property identified on the schedules attached hereto (the "Intellectual Property"). DLJ Capital Funding, Inc. ("DLJ") hereby acknowledges that on the date hereof, DLJ resigned from the performance of all of its functions and duties as Collateral Agent with respect to any and all interests in the Intellectual Property, and that, concurrently with such resignation, Heller Financial, Inc. was appointed as successor Collateral Agent with respect any and all interests in the Intellectual Property.

This Agreement has been executed and delivered by the parties hereto as of the day and date first written above.

DLJ CAPITAL FUNDING, INC.

By: Howard Shams
Its: HOWARD SHAMS
VICE PRESIDENT

Acknowledged and Agreed to as of the day
and date first set forth above:

HELLER FINANCIAL, INC.

By: K. Craig Dalhoff
Its: VP

111647.v01 12/12/97 3:03 PM 2#5B011.DOC

TRADEMARK
REEL: 1692 FRAME: 0136

RECORDED: 11/20/1998

TRADEMARK
REEL: 1820 FRAME: 0858