

R

01-24-2003

HEET  
NY

1-24-03



102346352

Tab settings -> -> ->

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Credit Suisse First Boston**

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

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

2. Name and address of receiving party(ies):

Name: Autotote Enterprises, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1500 Bluegrass Lakes Parkway

City: Alpharetta State: GA ZIP: 30004

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation 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 Release of Security Interest

Execution Date: December 19, 2002

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

A. Trademark Application No.(s)  
75/906,831 ; 75/907,524 ; 75/906,839 ; 75/907,500 ; 76/034,077 ; 75/907,523 ; 76/034,024 ; 76/034,021

Additional number(s) attached?  Yes  No

B. Trademark Registration No.(s)  
2,026,030

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): .....\$ 240.00

Enclosed  
 Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number: \_\_\_\_\_

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

01/24/2003 TBIAZI 00000204 75906831

DO NOT USE THIS SPACE

01 FC:8521 40.00 UP  
 02 FC:8522 200.00 OP

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.*

Robyn Rahbar, Esq.  
Name of Person Signing

*Robyn Rahbar*  
Signature

1/22/03  
Date

Total number of pages including cover sheet, attachments, and document: 6

## RELEASE OF INTELLECTUAL PROPERTY

**THIS RELEASE**, granted on this 19 day of December, 2002, is delivered by **CREDIT SUISSE FIRST BOSTON** (successor to DLJ Capital Funding, Inc.), in its capacity as the collateral agent ("**Collateral Agent**") under the Security Agreement referred to below, to **AUTOTOTE ENTERPRISES, INC.**, a Connecticut corporation ("**Grantor**").

### WITNESSETH

**WHEREAS**, Grantor, the other grantors from time to time party thereto and the Collateral Agent have entered into an Amended and Restated Security Agreement (the "**Security Agreement**"), dated as of October 6, 2000, pursuant to which Grantor granted to Collateral Agent a security interest in, among other things, (i) the trademarks, together with the registrations and right to all renewals thereof, and the goodwill of the business of Grantor symbolized by the trademarks, trademark applications, trade names and service marks, (ii) patents and all reissues, renewals or extension thereof and patent applications, and (iii) copyrights, and all reissues, renewals or extension thereof, copyright registrations and copyright applications (collectively, the "**Intellectual Property**") more particularly set forth on Schedule A hereto, to secure the obligations of the Grantor to the Collateral Agent;

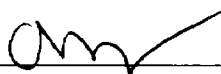
**WHEREAS**, the grant of the security interest was evidenced by, among other things, the Grant of Trademark Security Interest between the Grantor and the Collateral Agent dated as of September 6, 2000 and filed with the United States Patent and Trademark Office at reel 002178, frame 0538; and


**WHEREAS**, the Collateral Agent wishes to release and restore all right, title and interest in, to and under the Intellectual Property to the Grantor and to dissolve any and all liens and encumbrances respecting the Intellectual Property shown on the attached Schedule A hereto;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby releases, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in, to and under the Intellectual Property, and more particularly the security interest in the trademarks, trademark registrations, trademark applications, trade names and service marks set forth on Schedule A hereto granted to the Collateral Agent by the Grantor by the Security Agreement.

**IN WITNESS HEREOF**, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

**CREDIT SUISSE FIRST BOSTON**  
(as successor to DLJ Capital Funding, Inc.),  
as Collateral Agent

By:   
Name: **BILL O'DALY**  
Title: **DIRECTOR**

By:   
Name: **CASSANDRA DROOGAN**  
Title: **ASSOCIATE**

STATE OF NEW YORK                    )  
  )  
COUNTY OF New York                )

On December 18, 2002 before me, personally appeared BILL O'Daly, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand this 18<sup>th</sup> day of December, 2002.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in the County of New York on the day in this certificate first above written.

Richard Roel  
Notary Public in and for the  
State of New York

My Commission Expires:

RICHARD ROEL  
Notary Public, State of New York  
No. 01RO5026268  
Qualified in Nassau County  
Commission Expires April 18, 2006

STATE OF NEW YORK )  
 )  
COUNTY OF new York )

On December 18, 2002 before me, personally appeared Cassandra Proegans, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand this 18<sup>th</sup> day of December, 2002.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in the County of New York on the day in this certificate first above written.

Richard Roel  
Notary Public in and for the  
State of New York

My Commission Expires:

RICHARD ROEL  
Notary Public, State of New York  
No. 01RO5026268  
Qualified in Nassau County  
Commission Expires April 18, 2006

**SCHEDULE A**

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>
Autotote Enterprises, Inc.	SPORTS HAVEN	2,026,030
Autotote Enterprises, Inc.	RACEVIEW CENTER & Design	75/906,831
Autotote Enterprises, Inc.	BRADLEY TELETHEATER & Design	75/907,524
Autotote Enterprises, Inc.	SPORTS HAVEN & Design	75/906,839
Autotote Enterprises, Inc.	OFF TRACK BETTING & Design	75/907,500
Autotote Enterprises, Inc.	ON THE WIRE	76/034,077
Autotote Enterprises, Inc.	ON THE WIRE PHONE BETTING & Design	75/907,523
Autotote Enterprises, Inc.	RACEVIEW	76/034,024
Autotote Enterprises, Inc.	BRADLEY TELETHEATER	76/034,021