

1-24-03



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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

3. Nature of conveyance:

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

Execution Date: December 19, 2002

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

Name: Autotote Systems, Inc.

Internal Address: _____

Street Address: 100 Bellevue Road

City: Newark State: DE ZIP: 19714

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Schedule A

Additional number(s) attached? Yes No

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: _____

14

7. Total fee (37 CFR 3.41):\$ 365.00

- 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)

DO NOT USE THIS SPACE

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40.00 00
325.00 00

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: 7

SCHEDULE A

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>
Autotote Systems, Inc.	PROBE	1,832,001
Autotote Systems, Inc.	SAM	1,613,644
Autotote Systems, Inc.	TINY TIM	1,672,960
Autotote Systems, Inc.	AUTOTRAK	1,242,618
Autotote Systems, Inc.	ROYAL FLUSH FEVER	2,139,557
Autotote Systems, Inc.	CRAZY ACES	2,231,048
Autotote Systems, Inc.	ROCK N' REEL (Class 42)	2,189,837
Autotote Systems, Inc.	HOT STUFF	2,148,323
Autotote Systems, Inc.	FRUIT FORTUNE	2,145,435
Autotote Systems, Inc.	DOUBLE TREASURE	2,146,715
Autotote Systems, Inc.	GOLD LUCK	2,116,948
Autotote Systems, Inc.	DOUBLE EAGLE	2,309,798
Autotote Systems, Inc.	BELL FEVER	2,339,112
Autotote Systems, Inc.	FRUIT & 7'S	2,319,773
Autotote Systems, Inc.	LUCKY 9'S	Pending

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 SYSTEMS, INC.**, a Delaware 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 002177, frame 0342; and

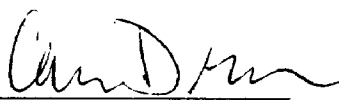
WHEREAS, the Collateral Agent wishes to release and restore all right, title and interest in, to and under the Intellectual Property to the Grantor and to dissolve any and all liens and encumbrances respecting the Intellectual Property shown on the attached Schedule A hereto;

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'H**
Title: **DIRECTO**

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 18th 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 Brooks, 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 18th 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 19, 2006

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