

08-21-2003

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office



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Tab settings

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

1. Name of conveying party(ies):

**Credit Suisse First Boston  
(as successor to Heller Financial, Inc.)**

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

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

Nature of conveyance:

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

Execution Date: July 30, 2003

2. Name and address of receiving party(ies)

Name: Autotote Systems, Inc.

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

Street Address: 220 Continental Drive, Suite 407

City: Newark State: Delaware Zip: 19713

- 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

Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s) 75/073,228

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

Additional number(s) attached  Yes  No

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

Name: Amanda J. Perlmutter, Esq.

Internal Address: Kramer Levin Naftalis & Frankel LLP

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41) \$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-0540

(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.

Amanda J. Perlmutter, Esq.

Name of Person Signing

Amanda Perlmutter  
Signature

August 11, 2003

Date

08/20/2003 MJELLER 00000075 500540 75073228

01 FC:8521 40.00 DA  
02 FC:8522 250.00 DA

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

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

**Recordation Form Cover Sheet**  
**Additional Registrations**

<b>Mark:</b>	<b>Registration Number:</b>	<b>Registration Date:</b>
SPORTS HAVEN	2,026,030	12/24/96
LUCKY 9'S	2,482,582	8/28/01
ROYAL FLUSH FEVER	2,139,557	2/24/98
CRAZY ACES	2,231,048	3/9/99
ROCK N' REEL	2,189,837	9/15/98
HOT STUFF	2,148,323	3/31/98
FRUIT FORTUNE	2,145,435	3/17/98
WINNER'S CIRCLE	(75/149,726)	(5/13/96)
DOUBLE TREASURE	2,146,715	3/24/98
GOLD LUCK	2,116,948	11/25/97
AUTOTOTE (Stylized)	2,282,400	10/5/99

## RELEASE OF INTELLECTUAL PROPERTY

**THIS RELEASE**, granted on this 30<sup>th</sup> day of July, 2003, is delivered by **CREDIT SUISSE FIRST BOSTON**, in its capacity as the collateral agent ("**Collateral Agent**"; in such capacity as successor to Heller Financial, Inc.) 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 Collateral Agent (as assignee to DLJ Capital Funding, Inc.) have entered into a Security Agreement (the "**Security Agreement**"), dated as of July 28, 1997, pursuant to which Grantor granted to Collateral Agent a security interest in, among other things, 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 (the "**Trademarks**"), 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 Assignment of Security Interest in United States Trademarks and Patents between the Grantor and the Collateral Agent dated as of July 28, 1997 and filed with the United States Patent and Trademark Office at Reel 1820, Frame 0845; and

**WHEREAS**, the Collateral Agent wishes to release and restore all right, title and interest in, to and under the Trademark to the Grantor and to dissolve any and all liens and encumbrances respecting the Trademarks 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 Trademarks, as set forth on Schedule A hereto, granted to the Collateral Agent by the Grantor pursuant to 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  
Collateral Agent (in such capacity as  
successor to Heller Financial, Inc.)

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

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

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK )

BILL O'DAHY-DIL.

On JULY 30, 2003 before me, personally appeared C. DRUGAN-ASSOC, 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 30<sup>th</sup> day of JULY, 2003

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.



Notary Public in and for the  
State of NEW YORK

MARJORIE E. BULL  
NOTARY PUBLIC, State Of New York  
No. 01BU6055282

My Commission Expires: Qualified In New York County  
Commission Expires February 20, 2007

Schedule A

<b>Mark:</b>	<b>Registration Number:</b>	<b>Registration Date:</b>
Sports Haven	2,026,030	12/24/96
Lucky 9's	75/073,537	3/15/96
Royal Flush Fever	75/073,228	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
Logo (trade and service mark)	75/174,098	9/30/96

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