

06-26-2006

**CORRECTIVE**

**RECOI**



103264032

To the Director of the U.S. Patent and Trademark Office:

ments or the new address(es) below.

**1. Name of conveying party(ies):**

Autotote Systems, Inc.

C 6-23-06

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

Citizenship (see guidelines) \_\_\_\_\_

Additional name of conveying parties attached?  Yes  No

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: DLJ Capital Funding, Inc.  
 Internal Address:  
 Street Address: 277 Park Avenue  
 City: New York  
 State: New York  
 Country: USA Zip: 10172

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other: Bank (collateral agent)

Citizenship:  
Citizenship:  
Citizenship:  
Citizenship:

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)

**3. Nature of conveyance / Execution Date(s):**

Execution Date(s)

- Assignment
- Security Agreement
- Other: Submission is to correct an error in a cover sheet previously recorded on 02/25/1998 at Reel/Frame 1677/0224. Nature of correction: re-record to remove application no. 79/073,728.
- Merger
- Change of Name

FINANCE SECTION JUN 23 PM 12:11

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

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

B. Trademark Registration No(s).

Additional sheet(s) attached?  Yes:  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
**ROYAL FLUSH FEVER**

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

Name: Barry R. Lipsitz  
 Internal Address: Lipsitz & McAllister, LLC  
 Street Address: 755 Main Street, Building No. 8  
 City: Monroe  
 State: Connecticut Zip: 06468  
 Phone Number: (203) 459-0200  
 Fax Number: (203) 459-0201  
 Email Address: info@patlawfirm.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_  
 b. Deposit Account Number: 50-0625  
 Authorized User Name: Barry R. Lipsitz

**9. Signature:**

Signature

Barry R. Lipsitz

June 20, 2006

Date

Name of Person Signing

Total Number of pages including cover sheet, attachments, and document: 8

06/23/2006 DBYRNE 00000158 75073228 40.00 OP  
01 FC:8521

08-28-1997



SHEET  
15

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

100520190

481-46 482-395

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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):

Autotote Systems, Inc.  
100 Bellevue Road  
Newark, Delaware 19714

MCO  
8/28/97

- 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: July 28, 1997

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

Name: DLJ Capital Funding, Inc.  
Internal Address: as Collateral Agent  
Street Address: 277 Park Avenue  
City: New York State NY ZIP: 10072

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

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 registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

See Schedule A

Additional numbers attached?  Yes  No

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

Name: \_\_\_\_\_  
Internal: Return to #65152  
National Code Corporation  
225 W. 34th St., Suite 2110  
New York, N.Y. 10122  
(800) 221-0102 (212) 947-7200  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

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: \_\_\_\_\_

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

DO NOT USE THIS SPACE

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1 375.00 DP  
12 375.00 DP

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.

Valerie Karasz  
Name of Person Signing

Valerie Karasz TRADEMARK 8/21/97  
Signature Date

REEL: 1622 FRAME: 0440  
Total number of pages comprising cover sheet: 9

MRD  
2-25-98

02-25-1998



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To the Honorable Commissioner of Patents

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original documents or copy thereof.

1. Name of conveying party(ies): **corrective**  
 Autotote Systems, Inc.  
 100 Bellevue Road  
 Newark, Delaware 19714

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

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

2. Name and address of receiving party(ies):  
 Name: DLJ Capital Funding, Inc.  
 Internal Address: as Collateral Agent  
 Street Address: 277 Park Avenue  
 City New York State NY ZIP 10172

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

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 \_\_\_\_\_

Execution Date: July 28, 1997

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark registration No.(s)

SEE SCHEDULE A -- 2 pages  
 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

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:  
 (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.*  
Barry R. Lipsitz  February 23, 1998  
 Name of Person Signing Signature Date

Total number of pages including comprising cover sheet: 9

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

02/26/1998  
01 FC:481  
02 FC:482  
03 FC:484

TTOM11 00000302 1276741  
 40.00 OP  
 375.00 OP  
 120.00 OP

Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project. (0651-0011).  
 Washington, D.C. 20503

TRADEMARK

REEL: 003356 FRAME: 0861

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

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REEL: 003356 FRAME: 0862

1997.

Executed at New York, New York, the 22<sup>nd</sup> day of July.

AUTOTOTE SYSTEMS, INC.

By Walter A. Sall  
Title:

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

By \_\_\_\_\_  
Title:

TRADEMARK  
REEL: 1622 FRAME: 0444

TRADEMARK  
REEL: 003356 FRAME: 0863

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

On this 28 day of July, 1997 before me personally came Martin E. Jett 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.

Denny Connolly  
Notary Public

DENNY CONNOLLY  
Notary Public, State of New York  
No. 5246297  
Qualified in Suffolk County  
Certificate filed in New York County  
Term Expires March 30, 1999

TRADEMARK  
REEL: 1622 FRAME: 0445

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REEL: 003356 FRAME: 0864

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: 003356 FRAME: 0865

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.

Howard Shams  
Notary Public

HOWARD SHAMS  
Notary Public, State of New York  
No. 24-6008015  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires Feb. 8, 1998

RECORDED: 08/28/1997

TRADEMARK  
REEL: 1622 FRAME: 0447

TRADEMARK  
REEL: 003356 FRAME: 0866



SCHEDULE A

I. REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Autotote	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

Sunday, July 27, 1997 7:58pm  
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REEL: 003356 FRAME: 0867

II. APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
Lucky 9's	75/073,537	3/15/96
Royal Flush Fever	<del>75/073,728</del> 75/073,228	3/15/96
Crazy Aces	75/073,227	3/15/96
Rock N'Reel	75/191,999	11/4/96
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
Winner's Colors	75/225,118	1/13/97

Sunday, July 27, 1997 7:58pm  
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