TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 2641/0892

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York		05/11/2010	banking corporation:

RECEIVING PARTY DATA

Name:	Scientific Games Racing, LLC, f/k/a Autotote Systems, Inc.
Street Address:	1500 BLUEGRASS LAKES PARKWAY
City:	ALPHARETTA
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2026030	SPORTS HAVEN
Registration Number:	1242618	AUTOTRAK
Registration Number:	1832001	PROBE
Registration Number:	1613644	SAM

OP $115.00 2026030

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins, c/o Julie Dalke
Address Line 1: 650 Town Center Dr, 20th floor
Address Line 2: 046878-0003
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	046878-0003
NAME OF SUBMITTER:	Adam Kummins

Signature:	/Adam Kummins/
Date:	05/12/2010

Total Attachments: 12
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ATTESTATION TO RELEASE OF
TRADEMARK SECURITY AGREEMENTS

This Attestation to Release of Trademark Security Agreements is made as of May 11, 2010 by Scientific Games Corporation ("Company"), Autotote Enterprises, Inc., Scientific Games Racing, LLC and Scientific Games International, Inc. (collectively, the "Grantors").

WHEREAS, the Grantors have heretofore granted to The Bank of New York (the "Prior Agent") as the Administrative Agent (as defined below) a security interest in certain U.S. trademark applications and registrations set forth on Schedule A hereto and incorporated herein by reference (the "Trademark Collateral") pursuant to the Trademark Security Agreements, dated as of December 19, 2002 and November 6, 2003 (collectively, the "Trademark Security Agreements" and each a "Trademark Security Agreement"), in each case by and among Autotote Enterprises, Inc. (successor in interest to Scientific Games Corporation) and Scientific Games Racing, LLC (successor in interest to Scientific Games International, Inc.), the subsidiaries of the Grantors party thereto and the Prior Agent, as Administrative Agent (in such capacity, the "Administrative Agent").

WHEREAS, the Administrative Agent has heretofore filed in the U.S. Patent and Trademark Office a record of its security interest in the Trademark Collateral by filing a copy of the applicable Trademark Security Agreement under the following:

1. Trademark Reel/Frame No. 2641/0881 recorded on January 3, 2003;

2. Trademark Reel/Frame No. 2641/0892 recorded on January 3, 2003;

3. Trademark Document No. 2641/0900 recorded on January 3, 2003;

4. Trademark Document No. 2787/0738 recorded on February 4, 2004; and

5. Trademark Document No. 2787/0765 recorded on February 4, 2004.

WHEREAS, pursuant to that certain Payoff Letter (the "Payoff Letter") issued by the Administrative Agent on December 23, 2004, attached as Schedule B hereto, all obligations under the credit agreement dated as of November 6, 2003 by and among Company, the financial institutions party thereto from time to time, and the Administrative Agent (the "Prior Credit Agreement") were satisfied in full and all liens in connection therewith were released.

NOW, THEREFORE, the Grantors hereby attest to the following:

All conditions of the Payoff Letter have been met and the Trademark Security Agreements have been automatically terminated pursuant to the terms of the Prior Credit

Agreement and the Payoff Letter and as a result of the payment in full of all obligations required to be paid pursuant to the terms of the Prior Credit Agreement and the Payoff Letter. Accordingly, no security interest in the Trademark Collateral remains in favor of the Prior Agent.

IN WITNESS WHEREOF, the undersigned has caused this Attestation to Release of Intellectual Property Security Agreements to be duly executed and delivered as of the date first above written.

SCIENTIFIC GAMES CORPORATION

By: _____

Name: ROBERT C. BECKER

Title: VP & TREASURER

AUTOTOTE ENTERPRISES, INC.

By: _____

Name: ROBERT C. BECKER

Title: VP & TREASURER

SCIENTIFIC GAMES RACING, LLC

By: _____

Name: ROBERT C. BECKER

Title: VP & TREASURER

SCIENTIFIC GAMES INTERNATIONAL, INC.

By: _____

Name: ROBERT C. BECKER

Title: TREASURER

Schedule A

Trademarks:

Trademark	Country	Owner	Application No.	Registration No.
AUTOTOTE & Design	Canada	Autotote Enterprises, Inc.	840684	
AUTOTOTE & Design	Dominican Republic	Autotote Enterprises, Inc.		92022
AUTOTOTE & Design	Dominican Republic	Autotote Enterprises, Inc.	26125	
AUTOTOTE	EU	Autotote Enterprises, Inc.	2134823	
AUTOTOTE & Design	EU	Autotote Enterprises, Inc.	498899	
AUTOTOTE & Design	Mexico	Autotote Enterprises, Inc.	290890	
AUTOTOTE & Design	Mexico	Autotote Enterprises, Inc.	290891	
AUTOTOTE & Design	Mexico	Autotote Enterprises, Inc.	290892	
AUTOTOTE & Design	Mexico	Autotote Enterprises, Inc.	303982	
AUTOTOTE & Design	New Zealand	Autotote Enterprises, Inc.		274534
AUTOTOTE & Design	New Zealand	Autotote Enterprises, Inc.	274533	
AUTOTOTE & Design	New Zealand	Autotote Enterprises, Inc.	274535	
AUTOTOTE & Design	US	Autotote Enterprises, Inc.	75/174098	2282400
BRADLEY TELETHEATER	US	Autotote Enterprises, Inc.	76/034021	2467623
BRADLEY TELETHEATER & Design	US	Autotote Enterprises, Inc.	75/907524	2440662
ON THE WIRE	US	Autotote Enterprises, Inc.	76/034077	2437228
ON THE WIRE PHONE BETTING & Design	US	Autotote Enterprises, Inc.	75/907523	2440661
RACEVIEW	US	Autotote Enterprises, Inc.	76/034024	2467624
RACEVIEW CENTER and Design	US	Autotote Enterprises, Inc.	75/906831	2440659
SPORTS HAVEN	US	Autotote Enterprises, Inc.	74/658130	2026030
SPORTS HAVEN and Design	US	Autotote Enterprises, Inc.	75/906839	2442452
ECLIPSE	Chile	Scientific Games Racing, LLC	559530	
ECLIPSE	EU	Scientific Games Racing, LLC	1476654	
ECLIPSE	Mexico	Scientific Games Racing, LLC	409958	

Trademark	Country	Owner	Application No.	Registration No.
AUTOTRAK	US	Scientific Games Racing, LLC	73/329574	1242618
BETJET	US	Scientific Games Racing, LLC	78/686583	3299250
CLEARBET	US	Scientific Games Racing, LLC	78/686572	3277110
PROBE	US	Scientific Games Racing, LLC	74/307877	1832001
SAM	US	Scientific Games Racing, LLC	74/003202	1613644

Schedule B

Payoff Letter:

PAYOFF LETTER

December 23, 2004

Scientific Games Corporation
750 Lexington Avenue
New York, NY 10022

JPMorgan Chase Bank, N.A.,
as Administrative Agent
270 Park Avenue
New York, NY 10017

Ladies and Gentlemen:

We understand that Scientific Games Corporation ("Company") anticipates repaying in full all of the outstanding obligations under that certain Amended and Restated Credit Agreement dated as of November 6, 2003 by and among Company, the financial institutions party thereto from time to time (collectively, the "Existing Lenders"), The Bank of New York, as administrative agent for Existing Lenders (in such capacity, "Existing Administrative Agent"), Deutsche Bank Securities Inc. and Credit Suisse First Boston, as co-documentation agents and co-arrangers, Bear Stearns Corporate Lending Inc., as syndication agent, (as amended, restated, supplemented or otherwise modified to the date hereof, the "Existing Credit Agreement"; capitalized terms used herein without definition shall have the respective meanings given those terms in the Existing Credit Agreement) and all related documents (collectively, the "Existing Loan Documents") with the proceeds of certain loans to Company. We understand that such loans to Company will be made under that certain Credit Agreement dated as of December 23, 2004 (the "New Credit Agreement") by and among Company, the financial institutions listed on the signature pages thereof (collectively, the "New Lenders") and JPMorgan Chase Bank, N.A., as administrative agent for New Lenders (in such capacity, "New Agent").

In connection therewith, Existing Administrative Agent (on behalf of Existing Lenders) and Company hereby acknowledge and agree that, effective upon Existing Administrative Agent's receipt of (i) an original or facsimile transmission of this letter agreement, duly countersigned by Company and New Agent, and (ii) the sum of $461,081,412.47 (the "Payoff Amount") plus the amount due to Emmet, Marvin and Martin LLP, as set forth in more detail on Schedule A attached hereto and made a part hereof, via wire transfer to the account designated below on or prior to 12:00 noon, New York City time, on December 23, 2004, with respect to the amounts to be paid to the Existing Administrative Agent; provided that if such amount is not received by such time and date, additional per diems as indicated on Schedule A will be due and owing upon payment:

TRADEMARK
REEL: 004205 FRAME: 0060

(a) all of Company's outstanding Obligations to the Existing Lenders under the Existing Loan Documents shall be satisfied in full and all persons obligated therefor, whether by guaranty or otherwise, shall hereby be released from all liability therefor and that Company and its Subsidiaries shall be hereby released and discharged from any and all Obligations, covenants and agreements under the Existing Loan Documents; provided, however, that the Existing Administrative Agent, each of the other Agents (as defined in the Existing Credit Agreement), the Issuing Lender (as defined in the Existing Credit Agreement), and each Existing Lender shall be entitled to the benefits of all the ongoing reimbursement obligations and indemnities set forth in the Existing Loan Documents (including, without limitation, the indemnification obligation of the Borrower under Section 4.11 of the Existing Credit Agreement with respect to the Eurocurrency Loans breakage fees), in each case subject to the limitations set forth therein, if any; and

(b) all liens and security interests and any other similar interests arising pursuant to the Existing Loan Documents, including liens and security interests of any kind, nature, or description which Existing Lenders or any of their agents may then have in any of the assets and property, real or personal, tangible or intangible, of Company or any of its subsidiaries granted in favor of Existing Administrative Agent, any Existing Lender or any of their respective affiliates or agents shall terminate and be satisfied and released.

Pursuant to Section 4.8(d) of the Existing Credit Agreement, any amount received by Existing Administrative Agent after 12:00 noon, New York City time, on December 23, 2004, shall be deemed to have been paid by Company on the next succeeding Business Day. Any additional interest or fees owed by Company as a result of such delay shall be due and payable on such succeeding Business Day and the Payoff Amount shall not be deemed paid until such additional interest and fees have been delivered to Existing Administrative Agent.

Upon delivery of the Payoff Amount to the account specified below, the Company hereby confirms to the Existing Administrative Agent, for the benefit of the Existing Administrative Agent and the Existing Lenders, that the Commitments under the Existing Credit Agreement shall be terminated and be of no further force and effect and all obligations of the Existing Administrative Agent and the Existing Lenders to make loans or advances, issue or participate in Letters of Credit or otherwise extend credit to Company or its Subsidiaries under the Existing Credit Agreement and the other Existing Loan Documents shall be terminated and be of no further force and effect.

Notwithstanding anything herein to the contrary, the Letters of Credit issued under the Existing Credit Agreement shall remain in full force and effect and shall be deemed to be Letters of Credit (as defined in the New Credit Agreement) issued under the New Credit Agreement subject to all of the terms and provisions of the New Credit Agreement and the other Loan Documents (as defined in the New Credit Agreement) applicable to Letters of Credit thereunder and no Existing Lenders shall have any continuing obligation to participate in such Letters of Credit under the Existing Credit Agreement.

TRADEMARK
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The Payoff Amount shall be wired to the Existing Administrative Agent to the following account:

Bank:	The Bank of New York
ABA No.:	021000018
Account No.:	803-3297-689
Account Name:	Commercial Loans
Reference:	Scientific Games Corporation

Without limiting the generality of the foregoing, upon receipt of the Payoff Amount, Existing Administrative Agent agrees (a) to sign and to deliver to Company any and all documents confirming or evidencing all releases, terminations, cancellations or other rights of Company pursuant hereto reasonably requested by Company or New Agent to discharge or to effect the cancellation or termination of any filing with respect to any security interest granted to Existing Administrative Agent or any of its agents under the terms and conditions of the Existing Loan Documents or in relation thereto and (b) to deliver all collateral pledged under the Existing Loan Documents in the possession of Existing Administrative Agent or its agents, if any, directly into the possession of Company. In addition, upon receipt of the Payoff Amount, Existing Administrative Agent hereby authorizes New Agent to file such additional UCC-3 termination statements as may be necessary to effectuate the terminations and releases set forth herein.

Except as expressly set forth herein, this letter agreement is being made without recourse by, and without any representation or warranty of any kind, express or implied, to Company or any other individual, corporation, partnership or other entity. Company hereby agrees to pay all costs and expenses in connection with the preparation, execution, delivery, filing, and recording of this letter agreement, the release documents executed in furtherance hereof, and the performance of any other acts and the execution of any other documents required to effect the release of any security granted to Existing Administrative Agent and Existing Lenders, including without limitation the reasonable fees and disbursements of counsel to Existing Administrative Agent and local counsel, if any, who may be retained by said counsel with respect thereto.

This letter agreement shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York, without regard to conflict of laws principles. This letter agreement may be executed in any number of counterparts and the signature pages from such counterparts may be attached to a single copy hereof and such assembled copy shall be considered an original. Delivery of an executed signature page of this letter agreement by facsimile shall be effective as delivery of an original signature page.

[Signature Page Follows]

TRADEMARK
REEL: 004205 FRAME: 0062

Very truly yours,

THE BANK OF NEW YORK, as Administrative Agent

By: Wendy T. O'Ree
Name: Wendy T. O'Ree
Title: Vice President

By: _____
Name:
Title:

Accepted and Agreed:

SCIENTIFIC GAMES CORPORATION

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

Very truly yours,

THE BANK OF NEW YORK, as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Accepted and Agreed:

SCIENTIFIC GAMES CORPORATION

By: _____
Name: Martin E. Schloss
Title: Vice President, General Counsel and Secretary

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

[Signature Page to the Payoff Letter]

Very truly yours,

THE BANK OF NEW YORK, as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Accepted and Agreed:

SCIENTIFIC GAMES CORPORATION

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

DONALD S. SHOKRIAN
Managing Director

SCHEDULE A

PAYOFF AMOUNT

REVOLVER		
Accrued Letters of Credit	$	238,901.15
Letters of Credit Fronting Fee to BNY only	$	23,890.11
Commitment Fees	$	39,719.73
TERM LOAN		
Outstanding Principal at Libor	$	459,353,811.50
Accrued Interest on Libor from 11/30 to 12/23	$	1,382,272.18
Pro-rated Annual Agency Fee due on 12/19/04 and to be paid on 12/23/04	$	5,000.00
Breakfunding Charges	$	37,817.80
Total Principal, Interest and Fees due on 12/23/04	$	461,081,412.47

Per Diem:

Legal fees to Emmet, Marvin & Martin LLP (comprised of $21,527.00 in legal fees and $950.00 in disbursements)	$	22,477.00

[[KL2]]

RECORDED: 05/12/2010

TRADEMARK
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