

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		04/29/2010	Administrative Agent: NEW YORK

**RECEIVING PARTY DATA**

Name:	Autotote Enterprises, Inc.
Street Address:	600 Long Wharf Drive
City:	New Haven
State/Country:	CONNECTICUT
Postal Code:	06511
Entity Type:	CORPORATION: CONNECTICUT

Name:	Scientific Games Racing, LLC
Street Address:	600 Long Wharf Drive
City:	New Haven
State/Country:	CONNECTICUT
Postal Code:	06511
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	1276741	AUTOTOTE
Registration Number:	2282400	AUTOTOTE
Registration Number:	1242618	AUTOTRAK
Registration Number:	3299250	BETJET
Registration Number:	2467623	BRADLEY TELETHEATER
Registration Number:	2440662	BRADLEY TELETHEATER
Registration Number:	3277110	CLEARBET
Registration Number:	2437228	ON THE WIRE

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Registration Number:	2440661	ON THE WIRE PHONE BETTING
Registration Number:	1832001	PROBE
Registration Number:	2467624	RACEVIEW
Registration Number:	2440659	RACEVIEW CENTER
Registration Number:	1613644	SAM
Registration Number:	2026030	SPORTS HAVEN
Registration Number:	2442452	SPORTS HAVEN

**CORRESPONDENCE DATA**

Fax Number: (585)232-2152  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 585-232-6500  
Email: dciminello@hselaw.com  
Correspondent Name: Dominic P. Ciminello  
Address Line 1: 1600 Bausch & Lomb Place  
Address Line 4: Rochester, NEW YORK 14604-2711

ATTORNEY DOCKET NUMBER:	93481.000006
NAME OF SUBMITTER:	Dominic P. Ciminello
Signature:	/Dominic P. Ciminello/
Date:	10/08/2010

Total Attachments: 5  
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## RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL dated as of April 29, 2010 (this "Release"), is made by JPMorgan Chase Bank, N.A., as Administrative Agent (as defined below).

Reference is made to (i) the Credit Agreement dated as of June 9, 2008, as Amended and Restated as of February 12, 2010 (the "Credit Agreement") among Scientific Games International, Inc. (the "Borrower"), Scientific Games Corporation ("Holdings"), the several lenders from time to time parties thereto and JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"), (ii) the Guarantee and Collateral Agreement dated as of June 9, 2008 (the "Guarantee and Collateral Agreement"), among the Borrower, Holdings, as a Guarantor, and certain of their subsidiaries in favor of the Administrative Agent and (iii) the Trademark Security Agreement dated as of June 9, 2008 (the "Trademark Security Agreement"), by and among the Borrower, Holdings, the subsidiaries of Holdings party thereto and the Administrative Agent.

WHEREAS, Holdings, the Borrower and certain of its subsidiaries entered into the Trademark Security Agreement dated June 9, 2008 and recorded with The United States Patent and Trademark Office on July 23, 2008 at Reel/Frame No. 3820/0775, pursuant to which Holdings, the Borrower and certain of its subsidiaries granted to the Administrative Agent and its permitted successors and assigns, for the benefit of the Agents and the Lenders (in each case as defined in the Trademark Security Agreement), a security interest in all right, title or interest of Holdings, the Borrower and such subsidiaries in or to the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks set forth on Schedule A hereto (the "Specified Trademarks"), to secure the performance of the Obligations (as defined in the Guarantee and Collateral Agreement);

WHEREAS, prior to the date of the Credit Agreement, Holdings, the Borrower and certain of its subsidiaries entered into (i) the Trademark Security Agreement dated December 23, 2004, and recorded with The United States Patent and Trademark Office on March 3, 2005 at Reel/Frame No. 3037/0908, (ii) the Trademark Security Agreement dated December 23, 2004 and recorded with The United States Patent and Trademark Office on May 30, 2006 at Reel/Frame No. 3318/0124, and (iii) the Intellectual Property Security Agreement dated December 4, 2007 and recorded with The United States Patent and Trademark Office on January 9, 2008 at Reel/Frame No. 3692/0661 (each, a "Prior Trademark Security Agreement"), each of which recordations the parties hereto agree were to have been terminated in connection with the entry into of the Credit Agreement, pursuant to which Holdings, the Borrower and certain of its subsidiaries granted to JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent for the Lenders under the Credit Agreement dated as of December 23, 2004, as Amended and Restated as of January 24, 2007 (the "Prior Credit Agreement"), for the benefit of the Agents and the Lenders (in each case as defined in the Prior Credit Agreement), a security interest in all right, title or interest of Holdings, the Borrower and such subsidiaries in or to the Trademark Collateral (as defined in each Prior Trademark Security Agreement), including the Specified

Trademarks, to secure the performance of the Obligations (as defined in the Guarantee and Collateral Agreement (as defined in the Prior Credit Agreement)); and

WHEREAS, the Borrower intends to sell certain of its assets, including the Specified Trademarks, pursuant to the Racing Business Disposition (as defined in the Credit Agreement), and in connection therewith, the Borrower has requested that the Administrative Agent release its security interest in and to the Specified Trademarks and any applications and registrations therefor.

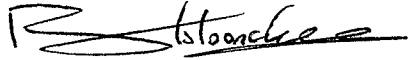
NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, without recourse, representation or warranty and at the Borrower's sole cost and expense, hereby RELEASES all of its right, title and interest (including, without limitation, security interests) in and to the Specified Trademarks, effective as of October 5, 2010.

The Administrative Agent agrees to provide the Borrower with any information (to the extent the Administrative Agent is aware of such information) and any additional authorization necessary to effect the release of the Administrative Agent's security interest in the Specified Trademarks, in each case as reasonably requested by and at the sole cost and expense of the Borrower.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

**JPMORGAN CHASE BANK, N.A.**, as  
Administrative Agent

By: 

Name: Ralph Totonchie

Title: Vice President

CERTIFICATION OF ACKNOWLEDGMENT

STATE OF New York )  
COUNTY OF New York ) :

<sup>th</sup> Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 29 day of April, 2010, personally appeared Ralph Totonchie who, being by me duly sworn, deposes and says that he/she is the Vice President of JPMorgan Chase Bank, N.A., and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.

  
Notary Public

EDELIN C. ADDERLEY  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01AD6079940 QUALIFIED IN BRONX COUNTY  
CERTIFICATE FILED IN NEW YORK COUNTY  
MY COMMISSION EXPIRES SEPT. 3, 2010

My Commission Expires:

September 3, 2010

**SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST  
IN TRADEMARK COLLATERAL  
Reels/Frames: 3037/0908, 3318/0124, 3692/0661, and 3820/0775**

<b>Trademark</b>	<b>Country</b>	<b>Owner</b>	<b>Application No.</b>	<b>Registration No.</b>
AUTOTOTE	EU	Autotote Enterprises, Inc.	2134823	
AUTOTOTE	US	Autotote Enterprises, Inc.		1276741
AUTOTOTE & Design	Canada	Autotote Enterprises, Inc.	840684	
AUTOTOTE & Design	Dominican Republic	Autotote Enterprises, Inc.		92022
AUTOTOTE & Design	Dominican Republic	Autotote Enterprises, Inc.	26125	
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
AUTOTRAK	US	Scientific Games Racing, LLC	73/329574	1242618
BETJET	US	Scientific Games Racing, LLC	78/686583	3299250
BRADLEY TELETHEATER	US	Autotote Enterprises, Inc.	76/034021	2467623
BRADLEY TELETHEATER & Design	US	Autotote Enterprises, Inc.	75/907524	2440662
CLEARBET	US	Scientific Games Racing, LLC	78/686572	3277110
ECLIPSE	Chile	Scientific Games Racing, LLC	559530	
ECLIPSE	EU	Scientific Games Racing, LLC	1476654	

Trademark	Country	Owner	Application No.	Registration No.
ECLIPSE	Mexico	Scientific Games Racing, LLC	409958	
ON THE WIRE	US	Autotote Enterprises, Inc.	76/034077	2437228
ON THE WIRE PHONE BETTING & Design	US	Autotote Enterprises, Inc.	75/907523	2440661
PROBE	US	Scientific Games Racing, LLC	74/307877	1832001
RACEVIEW	US	Autotote Enterprises, Inc.	76/034024	2467624
RACEVIEW CENTER and Design	US	Autotote Enterprises, Inc.	75/906831	2440659
SAM	US	Scientific Games Racing, LLC	74/003202	1613644
SPORTS HAVEN	US	Autotote Enterprises, Inc.	74/658130	2026030
SPORTS HAVEN and Design	US	Autotote Enterprises, Inc.	75/906839	2442452