

11-19-1999

FORM PTO 1594

RECOF

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



MIND 11/15/99 NE

101203557

To the Honorable Commissioner of Patents &

original documents or copy thereof.

1. Name of conveying party(ies):
AUTOTOTE CORPORATION

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: _____
Street Address: **277 Park Avenue**
City: **New York** State: **New York** ZIP: **10172**

Individual(s) citizenship
 Association
 General Partnership
 Association
 General Partnership
 Limited Partnership
 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 names(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). **75/174,098**

B. Trademark Registration No(s). **2,282,400**

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**
 Building No. 8
City: **Monroe** State: **CT** ZIP: **06468**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41).....\$ **40.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
The Commissioner is hereby authorized to charge any deficiency in the payment of the required fee(s) or credit any overpayment to Deposit Account No. 50-0625.

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 *[Signature]* **November 12, 1999**
Name of Person Signing Signature Date

11/16/1999 DNGUYEN 00000190 75174098

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

3

01 FC:481

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

TRADEMARK
REEL: 001990 FRAME: 0280

Tab settings

100524191

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

1. Name of conveying party(ies):
Autotote Corporation
750 Lexington Avenue
New York, New York, N.Y. 10022
MRD
8/28/97

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: 10017

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

- 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: July 25, 1997

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

73/174,098

Additional numbers attached? Yes No

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

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

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 30⁰⁰

- 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.

Valerie K...
Name of Person Signing Signature Date 8/21/97
Total number of pages comprising cover sheet: 8

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

Do not detach this portion

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

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.
REF ID: A621 FRAME: 0485

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Autotore Corporation, a Delaware corporation (the "Assignor") with principal offices at 750 Lexington Avenue, New York New York 10022, 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: 1621 FRAME: 0486

TRADEMARK
REEL: 001990 FRAME: 0282

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 21st day of July 1997.

AUTOTOTE CORPORATION, As-
signor

By: Walter E. J. [Signature]
Title:

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

By: _____
Title:

TRADEMARK
REEL: 1621 FRAME: 0487

TRADEMARK
REEL: 001990 FRAME: 0283

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

On this 22nd day of July, 1991, before me personally came Martin E. Schloss who, being by me duly sworn, did state as follows: that he is Vice President of Autotote Corporation, 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.

Dorothy Connolly
Notary Public
DOROTHY CONNOLLY
Notary Public, State of New York
No. 462591
Qualified in Suffolk County
Certified as Notary Public in New York State
March 22, 1999

TRADEMARK
REEL: 1621 FRAME: 0488

TRADEMARK
REEL: 001990 FRAME: 0284

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the ___ day of _____ 199__.

AUTOTOTE CORPORATION, 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: 1621 FRAME: 0489

TRADEMARK
REEL: 001990 FRAME: 0285

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

On this 3rd day of July, 1997, before me personally came Stephen 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.



Notary Public

HOWARD SHAMS
Notary Public, State of New York
No. 24-5008015
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Feb. 8, 1998

TRADEMARK
REEL: 1621 FRAME: 0490

TRADEMARK
REEL: 001990 FRAME: 0286

SCHEDULE A

APPLICATIONS

MARK

Logo (trade and service
mark)

APPLICATION NO.

75/174,098

FILING DATE

9/30/96

TRADEMARK

REEL: 1621 FRAME: 0491

TRADEMARK

REEL: 001990 FRAME: 0287

SCHEDULE B

PATENT

PATENT NO.

ISSUE DATE

None

RECORDED: 08/28/1997

TRADEMARK
REEL: 1621 FRAME: 0492

RECORDED: 11/15/1999

TRADEMARK ^{TOTAL P.09}
REEL: 001990 FRAME: 0288