



RECO

11-20-2000



101521623

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

MRD
10-16-00

1. Name and address of releasing party:

DLJ Capital Funding, Inc.,
as Administrative Agent
277 Park Avenue
New York, NY 10172

2. Name and address of original Granting party:

Autotote Enterprises, Inc.
a Delaware Corporation
600 Long Warf Drive
New Haven, CT 06511

3. Nature of conveyance:

Release of Trademark Security Interest

Execution Date: August 31, 2000

4. Application numbers and patent numbers:

A. Trademark Application No.

B. Trademark Registration No.

2,026,030

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

Catherine M. Ames, Esq.
O'Melveny & Myers LLP
153 East 53rd Street
New York, NY 10022

6. Total number of applications and registrations involved:

1

7. Total fee:

40.00 (Enclosed)

8. Deposit Account Number:

N/A

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 documents.

Catherine M. Ames
Name of Person Signing

Signature

10/12/00
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 14

RELEASE OF INTELLECTUAL PROPERTY

THIS RELEASE, granted on this 31st day of August, 2000, is delivered by **DLJ CAPITAL FUNDING, INC.**, in its capacity as the collateral agent ("**Collateral Agent**") under the Security Agreement referred to below, to **AUTOTOTE ENTERPRISES, INC.**, a Delaware corporation ("**Grantor**").

WITNESSETH

WHEREAS, Grantor, the other grantors from time to time party thereto and the Collateral Agent 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, (i) 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 and (ii) patent and copyrights, and all reissues, renewals or extension thereof, copyright registrations and copyright applications (collectively, the "**Intellectual Property**") more particularly set forth on Schedule A hereto, to secure the Obligations of the Grantor as defined in the Assignment of Security Interest in the Intellectual Property between Grantor and Collateral Agent;

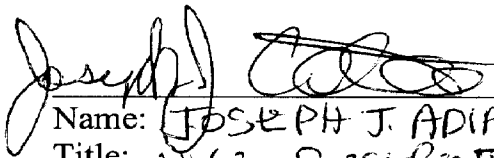
WHEREAS, the grant of the security interest was evidenced by, among other things, the Security Agreement between the Grantor and the Collateral Agent dated as of July 28, 1997 and filed with the United States Patent and Trademark Office at reel 1621, frame 0485; and

WHEREAS, the Collateral Agent wishes to release and restore all right, title and interest in, to and under the Intellectual Property to the Grantor and to dissolve any and all liens and encumbrances respecting the Intellectual Property 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 Intellectual Property, and more particularly the security interest in the (i) trademarks, trademark registrations, trademark applications, trade names and service marks, and (ii) copyrights, copyright registrations and copyright applications set forth on Schedule A hereto granted to the Collateral Agent by the Grantor by 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.

DLJ CAPITAL FUNDING, INC.,
as Collateral Agent

By: 
Name: JOSEPH J. ADIRETO
Title: Vice President

STATE OF NEW YORK)
)
COUNTY OF New York)

On August 31, 2000 before me, personally appeared Joseph J. Adipetro, 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 31st day of August, 2000.

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

YOSHIMI IWAMOTO
NOTARY PUBLIC, State of New York
No. 01IW6018271
Qualified in New York County
Commission Expires January 11, 2001

My Commission Expires: January 11, 2001

SCHEDULE A

United States Trademarks

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Autotote Enterprises, Inc.	Sports Haven	2,026,030	12/24/96