Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027- (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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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.

☐ Individual(s) ☐ Association

☐ General Partnership ☐ Limited Partnership

☒ Corporation-State **(DE)**

☐ Other _____

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

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

Name: The Bank of New York, as Administrative Agent

Internal Address: _____

Street Address: One Wall Street

City: New York State: NY ZIP: 10286

☐ Individual(s) citizenship _____

☐ Association _____

☐ General Partnership _____

☐ Limited Partnership _____

☐ Corporation-State _____

☒ Other New York banking corporation

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: December 19, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Schedule A

Additional number(s) attached? ☒ Yes ☐ No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

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~~ credit card

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.

Robyn Rahbar, Esq.
Name of Person Signing

Signature

1/2/03
Date

'03/2003 6TON11 00000165 1832001

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

FC:8521 40.00 OP
FC:8522 375.00 OP

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

SCHEDULE A

U.S. Trademarks Registrations and Applications

Trademarks	Serial or Registration Number
Probe	1,832,001
Sam	1,613,644
Tiny Tim	1,672,960
Autotrak	1,242,618
Sports Haven	2,026,030
Lucky 9's	2,482,582
Royal Flush Fever	2,139,557
Crazy Aces	2,231,048
Rock N' Reel (Class 42)	2,189,837
Hot Stuff	2,148,323
Fruit Fortune	2,145,435
Double Treasure	2,146,715
Gold Luck	2,116,948
Double Eagle	2,309,798
Bell Fever	2,339,112
Fruit & 7's	2,319,773

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of December 19, 2002 is made by Autotote Systems, Inc., a Delaware corporation (the "Grantor"), in favor of The Bank of New York, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of December 19, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Scientific Games Corporation (the "Borrower"), the Lenders, Bear, Stearns & Co. Inc., as sole lead arranger and sole bookrunner (in such capacity, the "Lead Arranger"), BNY Capital Markets, Inc., as co-arranger (in such capacity, the "Co-Arranger"), Bear Stearns Corporate Lending Inc., as syndication agent (in such capacity, the "Syndication Agent"), and the Administrative Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement and the Guarantee and Collateral Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor, the Borrower and certain of its subsidiaries have executed and delivered a Guarantee and Collateral Agreement, dated as of December 19, 2002, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Agents and the Lenders (and any affiliates of any Lender to which Borrower Hedge Agreement Obligations are owing), a security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, and to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing, as collateral security for the prompt and complete payment and performance when due of the Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AUTOTOTE SYSTEMS, INC.

By: _____
Name: Martin E. Schloss
Title: Vice President

THE BANK OF NEW YORK
as Administrative Agent for the Lenders

By: _____
Name:
Title:

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AUTOTOTE SYSTEMS, INC.

By:_____
Name:
Title:

THE BANK OF NEW YORK
as Administrative Agent for the Lenders

By:_____
Name: Adam Ostrach
Title: SVP

009350-0180-08923-NY02.2238715.1

STATE OF New York)
) ss
COUNTY OF New York)

On the 19th day of December, 2002, before me personally came Martin E. Schloss, who is personally known to me to be the Vice President of Autotote Systems, Inc., a Delaware corporation, who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Carol L. Gilmore
Notary Public

CAROL L. GILMORE
Notary Public, State of New York
No. 31-01GI4906183
Qualified in New York County
Commission Expires September 21, 2005

(PLACE STAMP AND SEAL ABOVE)

009350-0180-08923-NY02.2238715.1

SCHEDULE A

U.S. Trademarks Registrations and Applications

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