

06-04-2003



Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102463378

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

1. Name of conveying party(ies): **6.2.03**
Credit Suisse First Boston (as
successor to Heller Financial, Inc.)

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

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

2. Name and address of receiving party(ies)
Name: Autotote Systems, Inc.

Internal Address: Suite 407

Street Address: 220 Continental Drive

City: Newark State: DE Zip: 19713

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

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 Release of Security Interest

Execution Date: 05/21/2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,276,741
1,242,618
1,613,644
1,672,960
1,832,001

Additional number(s) attached Yes No

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

Name: Beth H. Alter, Esq.

Internal Address: Kramer Levin Naftalis & Frankel LLP

Street Address: 919 Third Avenue
38th Floor

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account _____

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

OFFICE OF PUBLIC RECORDS
2003 JUN -2 PM 3:58
FINANCE SECTION

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.

Beth H. Alter

[Signature]

5/30/03

Name of Person Signing

Signature

Date

06/03/2003 DBYRME

00000013 1276741

Total number of pages including cover sheet, attachments, and document: 5

01 FC:8521
02 FC:8522

40.00 OP
100.00 OP

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

TRADEMARK
REEL: 002745 FRAME: 0795

RELEASE OF INTELLECTUAL PROPERTY

THIS RELEASE, granted on this 21st day of May, 2003, is delivered by **CREDIT SUISSE FIRST BOSTON**, in its capacity as the collateral agent ("**Collateral Agent**"; in such capacity as successor to Heller Financial, Inc.) under the Security Agreement referred to below, to **AUTOTOTE SYSTEMS, INC.**, a Delaware corporation ("**Grantor**").

WITNESSETH

WHEREAS, Grantor, the other grantors from time to time party thereto, and Collateral Agent (as assignee to DLJ Capital Funding, Inc.) 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, 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 (the "**Trademarks**"), more particularly set forth on Schedule A hereto, to secure the obligations of the Grantor to the Collateral Agent;


WHEREAS, the grant of the security interest was evidenced by, among other things, the Assignment of Security Interest in United States Trademarks and Patents 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 1820, Frame 0845; and


WHEREAS, the Collateral Agent wishes to release and restore all right, title and interest in, to and under the Trademark to the Grantor and to dissolve any and all liens and encumbrances respecting the Trademarks 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 Trademarks, as set forth on Schedule A hereto, granted to the Collateral Agent by the Grantor pursuant to 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.

CREDIT SUISSE FIRST BOSTON, as
Collateral Agent (in such capacity as
successor to Heller Financial, Inc.)

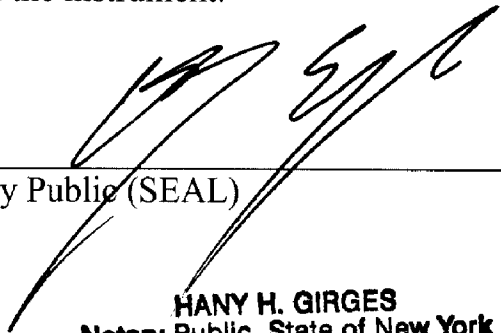
By: 
Name: **BILL O'DALY**
Title: **DIRECTOR**

By: 
Name: **Jay Chall**
Title: **Director**

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 21st day of May, in the year 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Bill O'Daly and Jay Chall, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

Notary Public (SEAL)



HANY H. GIRGES
Notary Public, State of New York
No. 01G16060742
Qualified in New York County
Commission Expires July 2, 2003

Schedule A

Mark:	Registration Number:	Registration Date:
Autotote	1,276,741	5/8/84
Autotrak	1,242,618	6/21/83
SAM	1,613,644	9/18/90
Tiny Tim	1,672,960	1/21/92
Probe	1,832,001	4/19/94