

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Autotote Systems, Inc.		11/06/2003	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	The Bank of New York, as Administrative Agent
Street Address:	One Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	New York banking corporation:

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	1832001	PROBE
Registration Number:	1613644	SAM
Registration Number:	2482582	LUCKY 9'S
Registration Number:	2139557	ROYAL FLUSH FEVER
Registration Number:	2231048	CRAZY ACES
Registration Number:	2189837	ROCK N' REEL
Registration Number:	2148323	HOT STUFF
Registration Number:	2145435	FRUIT FORTUNE
Registration Number:	2146715	DOUBLE TREASURE
Registration Number:	2116948	GOLD LUCK
Registration Number:	2309798	DOUBLE EAGLE
Registration Number:	2339112	BELL FEVER
Registration Number:	2319773	FRUIT & 7'S
Serial Number:	74608312	AUTOLOTO
Serial Number:	75191999	ROCK N' REEL

OP \$390.00 1832001

CORRESPONDENCE DATA

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-2276  
Email: LLevy@stblaw.com  
Correspondent Name: Alison Winick, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	009350/0180
NAME OF SUBMITTER:	Lea B. Levy

Total Attachments: 7  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of November 6, 2003 is made by Autotote Systems, Inc., a Delaware corporation (the "Obligor"), in favor of The Bank of New York, a New York banking corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions from time to time parties (the "Lenders") to the Amended and Restated Credit Agreement, dated as of November 10, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Scientific Games Corporation, a Delaware corporation (the "Borrower"), the Lenders parties thereto, Deutsche Bank Securities Inc. and Credit Suisse First Boston as Co-Documentation Agents, Deutsche Bank Securities Inc. and Credit Suisse First Boston as Co-Arrangers, Bear Stearns Corporate Lending Inc., as Syndication Agent and the Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

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; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of November 6, 2003, in favor of the 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, Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor 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, Obligor agrees, for the benefit of the 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. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

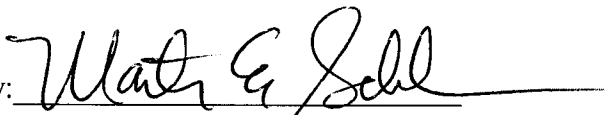
SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and 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. Obligor 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 and Secretary

THE BANK OF NEW YORK  
as Administrative Agent for the Lenders

By: \_\_\_\_\_  
Name:  
Title:

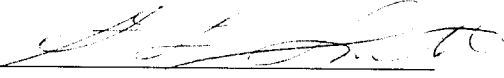
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AUTOTOTE SYSTEMS, INC.

By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NEW YORK  
as Administrative Agent for the Lenders

By:   
Name: *Carol Smith*  
Title: *Secretary*

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

On the 6th day of November 2003, before me personally came Martin E. Schloss who is personally known to me to be the Vice President and Secretary of Autotote Systems, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President and Secretary in such Delaware corporation, the Delaware 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 Delaware corporation; and that she/he acknowledged said instrument to be the free act and deed of said Delaware corporation.



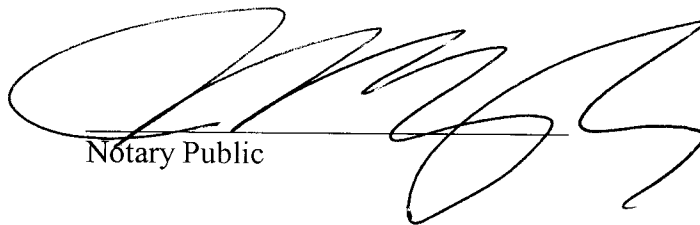
Notary Public

MICHAEL A YAP  
NOTARY PUBLIC State of New York  
No. 0YA6068247  
Qualified in New York County  
Commission Expires Dec 31, 2005

(PLACE STAMP AND SEAL ABOVE)

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

On the 6 day of March, 2003, before me personally came Brandon Smith, who is personally known to me to be the Vice President of The Bank of New York, a New York banking 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 banking corporation; and that she/he acknowledged said instrument to be the free act and deed of said banking corporation.

  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

THOMAS FOLEY, JR.  
Notary Public, State of New York  
Commission Expires 3/30/04



**SCHEDULE A**

**U.S. Trademarks Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
Probe	1,832,001
Sam	1,613,644
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
Rock N'Reel (USA)	75/181,999 75/191,999 (tbl)
Lucky 9's (Canada)	822,735
Crazy Aces (Canada)	822,734
Rock N'Reel (Canada)	842,190
Fruit Fortune (Canada)	834,645
Autoloto (USA)	74/608,312