

**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 Enterprises, Inc.		11/06/2003	CORPORATION: CONNECTICUT

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: 9		
Property Type	Number	Word Mark
Registration Number:	2026030	SPORTS HAVEN
Registration Number:	2440662	BRADLEY TELETHEATER
Registration Number:	2440659	RACEVIEW CENTER
Registration Number:	2442452	SPORTS HAVEN
Registration Number:	2543930	OFF TRACK BETTING
Registration Number:	2437228	ON THE WIRE
Registration Number:	2440661	ON THE WIRE PHONE BETTING
Registration Number:	2467624	RACEVIEW
Registration Number:	2467623	BRADLEY TELETHEATER

CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-2276
Email:	LLevy@stblaw.com
Correspondent Name:	Alison Winick, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP

OP \$240.00 2026030

Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 009350/0180

NAME OF SUBMITTER: Lea B. Levy

Total Attachments: 7  
source=AE\_SI#page1.tif  
source=AE\_SI#page2.tif  
source=AE\_SI#page3.tif  
source=AE\_SI#page4.tif  
source=AE\_SI#page5.tif  
source=AE\_SI#page6.tif  
source=AE\_SI#page7.tif

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 Enterprises, Inc, a Connecticut 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 6, 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.

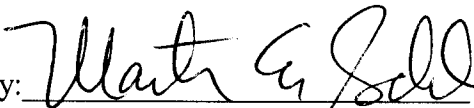
SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and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

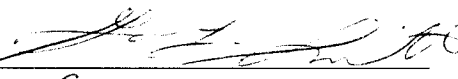
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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 ENTERPRISES, INC.

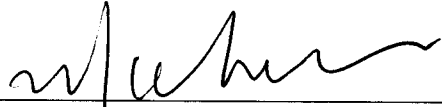
By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NEW YORK  
as Administrative Agent for the Lenders

By:   
Name: Gordon Smith  
Title: Vice President

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

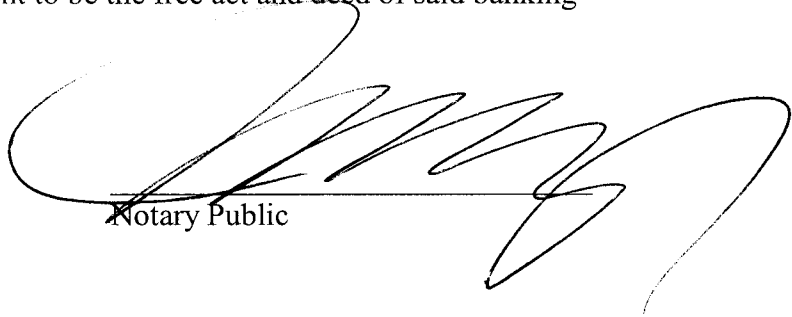
On the 6th day of November, 2003, before me personally came Martin E. Schloss who is personally known to me to be the Vice President and Secretary of Autotote Enterprises, Inc, a Connecticut corporation; who, being duly sworn, did depose and say that she/he is the Vice President and Secretary in such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

On the 6 day of December, 2003, before me personally came Carol S. ..., 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)

JOHN M. FOLEY, JR.  
Notary Public, State of New York  
No. 01FO6348585  
Qualified in Nassau County  
Commission Expires 9/30/06



**SCHEDULE A**

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

<u>Trademark</u>	<u>Registration or Serial Number</u>
Sports Haven	2,026,030
Raceview Center & Design	<del>2,440,569</del> 2,440,659 (158)
Bradley Teleheater & Design	2,440,662
Sports Haven & Design	2,442,452
Off Track Betting & Design	2,543,930
On the Wire	2,437,228
On the Wire Phone Betting & Design	2,440,661
Raceview	2,467,624
Bradley Teleheater	2,467,623