

5/26/04

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

05-26-2004



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

102708306

To the Honorable Commissioner of Patents and Trademarks and original documents or copy thereof.

1. Name of conveying party(ies):
Daily Racing Form LLC
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other State-Delaware
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: General Electric Capital Internal Corporation, as Agent
Address: _____
Street Address: 2325 Lakeview Pkwy
City: Suite 700 State: GA Zip: 30044
 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 _____
Execution Date: 5/24/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 1787694 (S)
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Eduardo Waite
Internal Address: King & Spalding LLP
Street Address: 191 Peachtree Street
City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 16
7. Total fee (37 CFR 3.41).....\$ 535.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Eduardo Waite  05-24-2004
Name of Person Signing Signature Date
MUELLER 00000009 1787694

05/27/2004
01 FC:8521
02 FC:8522
03 FC:8523

40.00 OP
375.00 OP
120.00 OP

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

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

TRADEMARK
REEL: 002861 FRAME: 0400

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Registration Date/ Latest Renewal Date (if applicable)
A Closer Look	1787694(S)	8-10-93/8-10-03
A Closer Look	2512422	11-27-01
At A Glance	1787693(S)	2-25-93/8-10-03
Daily Racing Form	2321656	2-22-00
Daily Racing Form & Design	2361920	6-27-00
Daily Racing Form Logo [1894 & Design]	1743063	12-29-92/12-29-02
Daily Racing Form (Stylized)	57056	10-30-06/10-30-86
DRF Simulcast Weekly	2519840	12-18-01
Formulator (Stylized)	2509287	11-20-01
Hermis (Stylized)	282912	5-05-31/2-07-91
National Charts Weekly	2361899	06-27-00
Stablemail	2326577	3-7-00
Surf To The Turf	2385137	9-12-00
Sweep's Graded Handicaps	405672	2-15-44/2-15-84
The Morning Telegraph	2366141	7-11-00
Track Line	1828706	3-29-94

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 24, 2004 by DAILY RACING FORM LLC, a Delaware limited liability company ("Grantor" or "Borrower"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Borrower, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses recorded with the U.S. Patent and Trademark Office to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License recorded with the U.S. Patent and Trademark Office; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark licensed under any such Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any such Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DAILY RACING FORM LLC

By: [Signature]
Name: Daniel Black
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF Kings) ss.

On this 21st day of May 2004, before me personally appeared Daniel Black, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DAILY RACING FORM LLC, who being by me duly sworn did depose and say that he is an authorized officer of limited liability company, that the said instrument was signed on behalf of said limited liability company and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Anne Marie Capuano
Notary Public

{seal}

ANNE MARIE CAPUANO
Notary Public, State Of New York
No. 24-4923102
Qualified In Kings County
Commission Expires March 14, 20 06

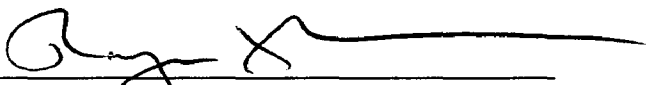
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DAILY RACING FORM LLC

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 

Raymond N. Shu
Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of May 2004, before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DAILY RACING FORM LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company and that he acknowledged said instrument to be the free act and deed of said limited liability company.

{seal} Notary Public

Expires _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]