

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
Mid-State Raceway, Inc.		05/26/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Oneida Entertainment Holdings Inc. c/o Plainfield Asset Management LLC		
Street Address:	55 Railroad Avenue		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2875066	VERNON DOWNS	
Registration Number:	2486558	FIREWORKS OVER CENTRAL NEW YORK	
CORRESPONDENCE DATA			
Fax Number:	(212)806-2560		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-806-5400		
Email:	afisher@stroock.com		
Correspondent Name:	Laura E. Goldbard		
Address Line 1:	180 Maiden Lane		
Address Line 2:	Stroock & Stroock & Lavan LLP		
Address Line 4:	New York, NEW YORK 10038-4982		
ATTORNEY DOCKET NUMBER:	357032/001		
NAME OF SUBMITTER:	Laura E. Goldbard		
Signature:	/laura e. goldbard/		

CH \$65.00 2875066

Date:

05/26/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)

WHEREAS, Mid-State Raceway, Inc., a New York corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Loan Agreement, dated as of May 26, 2006 (as amended, supplemented, amended and restated or modified from time to time, the "Loan Agreement"), among American Racing and Entertainment, LLC, a New York limited liability company, the financial institutions from time to time party thereto as lenders (together with their respective successors and assigns, "Lenders") and Oneida Entertainment Holdings Inc., as collateral agent for such Lenders ("Collateral Agent"); and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement, dated as of May 26, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors party thereto and Collateral Agent, as collateral agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of the Loan Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Loan Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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 duly executed by its officer thereunto duly authorized as of the 26th day of May, 2006.

MID-STATE RACEWAY, INC.

By: _____
Name: Jeffrey Gural
Title: Authorized Signatory

ACKNOWLEDGED:

**ONEIDA ENTERTAINMENT HOLDINGS
INC., as Collateral Agent**

By: _____
Name:
Title:

[Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 26th day of May, 2006.

MID-STATE RACEWAY, INC.

By: _____
Name:
Title:

ACKNOWLEDGED:

**ONEIDA ENTERTAINMENT HOLDINGS
INC., as Collateral Agent**

By: T. X. P.
Name: Thomas X. P.
Title: Senior Vice President

[Trademark Security Agreement]

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Vernon Downs (and design)	2,875,066	August 17, 2004
Fireworks Over Central New York	2,486,558	September 11, 2001

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Date Filed</u>	<u>Serial No.</u>
Miracle Isle Gaming Resort Hot Trots and Jackpots (and design)	October 14, 2003	78-313,392

TRADEMARK LICENSES

<u>Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
<u>As Licensee</u>			
<u>As Licensor</u>			