

06-26-2006

CORRECTIVE

RECOI



103264032

To the Director of the U.S. Patent and Trademark Office:

ments or the new address(es) below.

1. Name of conveying party(ies):

Autotote Systems, Inc.

C 6-23-06

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

Citizenship (see guidelines)

Additional name of conveying parties attached? Yes No

2. Name and address of receiving party(ies):

Additional names, addresses, or citizenship attached? Yes No

Name: DLJ Capital Funding, Inc.
 Internal Address:
 Street Address: 277 Park Avenue
 City: New York
 State: New York
 Country: USA Zip: 10172

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other: Bank (collateral agent)

Citizenship:
Citizenship:
Citizenship:
Citizenship:

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)

3. Nature of conveyance / Execution Date(s):

Execution Date(s)

- Assignment
- Security Agreement
- Other: Submission is to correct an error in a cover sheet previously recorded on 02/25/1998 at Reel/Frame 1677/0224. Nature of correction: re-record to remove application no. 79/073,728.
- Merger
- Change of Name

FINANCE SECTION JUN 23 PM 12:11

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No(s). 75/073,228

B. Trademark Registration No(s).

Additional sheet(s) attached? Yes: No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
ROYAL FLUSH FEVER

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

Name: Barry R. Lipsitz
 Internal Address: Lipsitz & McAllister, LLC
 Street Address: 755 Main Street, Building No. 8
 City: Monroe
 State: Connecticut Zip: 06468
 Phone Number: (203) 459-0200
 Fax Number: (203) 459-0201
 Email Address: info@patlawfirm.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers: _____
 Expiration Date: _____
 b. Deposit Account Number: 50-0625
 Authorized User Name: Barry R. Lipsitz

06/23/2006 DBYRNE 00000158 75073228
 40.00 OP
 01 FC:8521

9. Signature: [Signature]
Signature

Barry R. Lipsitz

Name of Person Signing

June 20, 2006

Date

Total Number of pages including cover sheet, attachments, and document: 8

08-28-1997



SHEET
15

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100520190

481-46 482-395

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

1. Name of conveying party(ies):
 Autotote Systems, Inc. *MCO 8/28/97*
 100 Bellevue Road
 Newark, Delaware 19714

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: DLJ Capital Funding, Inc.
 Internal Address: as Collateral Agent
 Street Address: 277 Park Avenue
 City: New York State NY ZIP: 10172

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

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: July 28, 1997

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) B. Trademark registration No.(s)

See Schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: _____
 Internal: Return to #65152
National Code Corporation
225 W. 34th St., Suite 2110
New York, N.Y. 10122
(800) 221-0102 (212) 947-7200
 Street Address: _____
 City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41): \$ 4157.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

08/19/1997 VBRDUM 00000013 75073537
 40.00 DP
 375.00 DP

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.

Valerie Karasz Valerie Karasz 8/21/97
 Name of Person Signing Signature Date

REEL: 1622 FRAME: 0440
 Total number of pages comprising cover sheet: 9

MRD
2-25-98



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To the Honorable Commissioner of Patents

original documents or copy thereof.

1. Name of conveying party(ies): **corrective**
 Autotote Systems, Inc.
 100 Bellevue Road
 Newark, Delaware 19714

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

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

2. Name and address of receiving party(ies):
 Name: DLJ Capital Funding, Inc.
 Internal Address: as Collateral Agent
 Street Address: 277 Park Avenue
 City New York State NY ZIP 10172

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation 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: July 28, 1997

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark registration No.(s)

SEE SCHEDULE A -- 2 pages
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Barry R. Lipsitz
 Internal Address: _____
 Street Address: 755 Main Street
 City: Monroe State: CT ZIP 06468

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41):.....\$ 415.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

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.
Barry R. Lipsitz [Signature] February 23, 1998
 Name of Person Signing Signature Date

Total number of pages including comprising cover sheet: 9

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

02/26/1998
01 FC:481
02 FC:482
03 FC:484

TTOM11 00000302 1276741
 40.00 OP
 375.00 OP
 120.00 OP

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project. (0651-0011).
 Washington, D.C. 20503

TRADEMARK

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Autotote Systems, Inc., a Delaware corporation (the "Assignor") with principal offices at 100 Bellevue Road, Newark, Delaware 19714, hereby assigns and grants to DLJ Capital Funding, Inc., as Collateral Agent, with principal offices at 277 Park Avenue, New York, New York 10172 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of July 28, 1997 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

TRADEMARK
REEL: 1622 FRAME: 0443

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REEL: 003356 FRAME: 0862

1997.

Executed at New York, New York, the 22nd day of July.

AUTOTOTE SYSTEMS, INC.

By Walter A. Sall
Title:

DLJ CAPITAL FUNDING, INC.,
as Collateral Agent, As-
signee

By _____
Title:

TRADEMARK
REEL: 1622 FRAME: 0444

TRADEMARK
REEL: 003356 FRAME: 0863

STATE OF New York)
COUNTY OF New York) SS :

On this 28 day of July, 1997 before me personally came Martin E. Jett who being duly sworn, did depose and say that he is Vice President of Autotote Systems, Inc., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Denny Connolly
Notary Public

DENNY CONNOLLY
Notary Public, State of New York
No. 5246297
Qualified in Suffolk County
Certificate filed in New York County
Term Expires March 30, 1999

TRADEMARK
REEL: 1622 FRAME: 0445

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REEL: 003356 FRAME: 0864

IN WITNESS WHEREOF, the undersigned have executed
this Agreement as of the ___ day of _____ 199__.

AUTOTOTE SYSTEMS, INC., As-
signor

By _____
Title:

DLJ CAPITAL FUNDING, INC.,
as Collateral Agent, As-
signee

By *Stephen P. Hickey*
Title: Stephen P. Hickey
Managing Director

TRADEMARK
REEL: 1622 FRAME: 0446

TRADEMARK
REEL: 003356 FRAME: 0865

STATE OF New York)
) SS.
COUNTY OF New York)

On this 3rd day of July, 1997, before me personally came Richard Hickey who, being by me duly sworn, did state as follows: that he is Managing Director of DLJ Capital Funding, Inc., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Howard Shams
Notary Public

HOWARD SHAMS
Notary Public, State of New York
No. 24-6008015
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Feb. 8, 1998

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RECORDED: 08/28/1997

TRADEMARK
REEL: 1622 FRAME: 0447

TRADEMARK
REEL: 003356 FRAME: 0866

SCHEDULE A

I. REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
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

Sunday, July 27, 1997 7:58pm
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TRADEMARK
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REEL: 003356 FRAME: 0867

II. APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
Lucky 9's	75/073,537	3/15/96
Royal Flush Fever	75/073,728 75/073,228	3/15/96
Crazy Aces	75/073,227	3/15/96
Rock N'Reel	75/191,999	11/4/96
Rock N'Reel (Service Mark)	75/191,998	11/4/96
Hot Stuff	75/159,418	9/3/96
Fruit Fortune	75/159,420	9/3/96
Winner's Circle	75/149,726	5/13/96
Double Treasure	75/120,220	6/17/96
Gold Luck	75,120,546	6/17/96
Winner's Colors	75/225,118	1/13/97

Sunday, July 27, 1997 7:58pm
KL2 207397 1

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