

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
YOUBET.COM, INC.		07/27/2006	CORPORATION: DELAWARE
UNITED TOTE COMPANY		07/27/2006	CORPORATION: MONTANA

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Ave.,
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	2587113	YOUBET.COM
Registration Number:	2572594	YOUBET.COM
Registration Number:	2570629	YOUBET.COM
Registration Number:	2572593	YOUBET.COM
Registration Number:	2570630	YOUBET.COM
Registration Number:	2579631	SUPERBOOST
Registration Number:	2157307	YOU BET
Registration Number:	2652085	YOU BET
Registration Number:	2935037	YOUBET.COM HARNESS
Registration Number:	2935036	YOUBET.COM HARNESS
Registration Number:	2640695	YOUBET EXPRESS
Registration Number:	2882222	YOUBET.COM TOTALACCESS

CH \$1165.00 2587113

Registration Number:	2887919	PLAYERS TRUST
Registration Number:	2603831	THE DESK JOCKEY
Registration Number:	2385449	TRACKVIEW
Registration Number:	2933504	YOUBET MOBILE
Registration Number:	3014081	YOUBET ANYWHERE
Registration Number:	2628807	INSIDETRACK
Registration Number:	2660075	INSIDETRACK
Registration Number:	2635987	MAKE THE BET. FEEL THE RUSH. ALL ONLINE.
Registration Number:	2564897	MAKE THE BET. FEEL THE RUSH. ALL ONLINE.
Registration Number:	1533999	TOUCH TOTE
Registration Number:	1536143	UNITED TOTE SYSTEM 1000
Serial Number:	78329167	INTELLITOTE
Serial Number:	78329165	HANDLEMASTER
Serial Number:	78329169	STAMPEDE
Serial Number:	78331458	ADD-A-BET
Serial Number:	78608008	FASTBET
Serial Number:	78442032	TURBO TOTE
Serial Number:	78442033	EQUITOTE
Serial Number:	78443388	PROGRESSIVE LOTTO
Serial Number:	78630933	ENTERPRISE WAGERING SYSTEM
Serial Number:	78631812	ENTERPRISE WAGERING SOLUTION
Serial Number:	78897492	YOUBET ADVANTAGE
Serial Number:	78897499	YOUBET.NET
Serial Number:	78946592	KING CONTEST
Serial Number:	75792319	TRACKVIEW
Serial Number:	78469748	YOUBET SPORTS
Serial Number:	75792315	YOUBETSPORTS
Serial Number:	75792316	YOUBETSPORTS
Serial Number:	75792318	YOUBETSPORTS
Serial Number:	76215161	YOUBET WIRELESS
Serial Number:	75641631	E-WAGER
Serial Number:	75177114	RACEDAY USA
Serial Number:	75837282	RACEDAY USA
Serial Number:	75837283	RACEDAY USA

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	371323
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	11/10/2006

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of July, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Youbet.com, Inc., a Delaware corporation ("Parent"), United Tote Company, a Montana corporation ("United Tote"), and together with Parent, each a "Borrower" and collectively, the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even 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, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, 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, each Grantor hereby agrees as follows:

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

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing security interest in all of such 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 Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

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

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark

licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

2. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each 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.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


6. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any

requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.


[signature page follows]

IN WITNESS WHEREOF, each 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.

YOUBET.COM, INC.,
a Delaware corporation

By: 
Name: GARY SPROULES
Title: CFO

UNITED TOTE COMPANY,
a Montana corporation

By: 
Name: GARY SPROULES
Title: CFO

ACCEPTED AND ACKNOWLEDGED
BY:

WELLS FARGO FOOTHILL, INC.,
as Agent

By: _____
Name: _____
Title: _____

Trademark Security Agreement

TRADEMARK
REEL: 003426 FRAME: 0118

IN WITNESS WHEREOF, each 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.

YOUBET.COM, INC.,
a Delaware corporation


By: _____
Name: _____
Title: _____

UNITED TOTE COMPANY,
a Montana corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED
BY:

WELLS FARGO FOOTHILL, INC.,
as Agent


By: _____
Name: CAREY DO
Title: V.P.

Trademark Security Agreement

TRADEMARK
REEL: 003426 FRAME: 0119

SCHEDULE I

to

Trademark Security Agreement

Trademark Registrations/Applications

See Attached.

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

UNITED TOTE COMPANY

September 20, 2006

Trademark	Filing Date	Serial No.
INTELLITOTE	11/17/2003	78/329,167
HANDLEMASTER	11/17/2003	78/329,165
STAMPEDE	11/17/2003	78/329,169
STAMPEDE	05/14/2004	1001989
STAMPEDE	04/16/04	003773512
ADD-A-BET	11/21/2003	78/331,458
ADD-A-BET	05/14/2004	1001988
ADD-A-BET	04/16/2004	003773462
FASTBET	4/13/2005	78/608,008
TURBO TOTE	06/27/2004	78/442,032
EQUITOTE	06/27/2004	78/442,033
PROGRESSIVE LOTTO	06/29/2004	78/443,388
ENTERPRISE WAGERING SYSTEM	5/16/2005	78/630,933
ENTERPRISE WAGERING SOLUTION	5/17/2005	78/631,812

Mike Robertson Last Updated: 3/2/2006		TRADEMARK STATUS REPORT		
<u>TM</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Reg. #</u>	<u>Filing Date</u>
YUBET.COM	US	75/774,690	2,587,113	8/13/1999
YUBET.COM and Logo	US	75/774,243	2,572,594	8/13/1999
YUBET.COM	US	75/774,832	2,570,629	8/13/1999
YUBET.COM and Logo	US	75/774,242	2,572,593	8/13/1999
YUBET.COM	US	75/774,968	2,570,630	8/13/1999
YUBET.COM and Logo	US	75/774,974	2,579,631	8/13/1999
YOU BET	US	75/058,267	2,157,307	2/15/1996
YOU BET	US	75/058,259	2,652,085	2/15/1996
YUBET.COM HARNESS	US	78/382,828	2,935,037	3/11/2004
YUBET.COM HARNESS and Logo	US	78/382,826	2,935,036	3/11/2004
YUBET.COM	Mexico	409810	648,020	2/9/2000
YUBET.COM	Mexico	409811	648,021	2/9/2000
YUBET.COM	Singapore	T00/01945H	T00/01945H	2/10/2000
YUBET.COM	Singapore	T00/01946F	T00/01946F	8/13/1999
YUBET.COM	Singapore	T00/01946D	T00/01974D	2/10/2000
YUBET.COM	China	2000016797	1,686,427	2/12/2000
YUBET.COM	China	2000016798	2,020,037	2/12/2000
IRACENOW	China	4683347		5/27/2005
YUBET.COM	Venezuela	2000-002048	S-017140	2/10/2000
YUBET.COM	Venezuela	2000-002055	P-234412	2/10/2000
YUBET.COM	Euro Union	1499185	1,499,185	2/9/2000
YUBET.COM	Japan	2000-011534	4622618	2/14/2000
YUBET.COM	Argentina	2267516	1841862	2/10/2000
YUBET.COM	Argentina	2267517	1841863	2/10/2000
YUBET.COM	Australia	822991	822991	2/9/2000
YUBET.COM	Brazil	822449161	822449161	2/11/2000
YUBET.COM	Brazil	822449170	822449170	2/11/2000
YUBET.COM	Australia	806605	806605	9/9/1999
YUBET.COM and Design	Australia	806606	806606	9/9/1999
YUBET ADVANTAGE	US	78/897492		5/31/2006
YUBET.NET	US	78/897499		5/31/2006
YUBET EXPRESS	US	76/199,644	2,640,695	1/26/2001
YUBET.COM TOTAL ACCESS	US	76/301,518	2,882,222	8/21/2001
KING CONTEST	US	78/946592		8/7/2006
PLAYERS TRUST	US	76/464743	2,887,919	11/16/2002
THE DESK JOCKEY	US	76/150,820	2,603,831	10/23/2000
TRACKVIEW	US	75/792,343	2,385,449	9/3/1999
TRACKVIEW	US	75/792,319		9/3/1999
YUBET SPORTS	US	78/469,748		8/18/2004
YUBET SPORTS	US	75/792,315		9/3/1999
YUBET SPORTS	US	75/792,316		9/3/1999
YUBET SPORTS	US	75/792,318		9/3/1999
YUBET MOBILE	US	76/215,225	2,933,504	2/26/2001
YUBET ANYWHERE	US	78/382,800	3,014,081	3/11/2004
YUBET WIRELESS	US	76/215,161		2/26/2001
E-WAGER	US	75/641,631		2/12/1999
RACEDAY USA	US	75/177,114		10/4/1996
RACEDAY USA	US	75/837,282		11/1/1999
RACEDAY USA	US	75/837,283		11/1/1999
INSIDETRACK	US	75/903,719	2,628,807	1/27/2000
INSIDETRACK	US	75/904,334	2,660,075	1/27/2000
MAKE THE BET. FEEL THE RUSH. ALL ONLINE.	US	75/792,809	2,635,987	9/3/1999
MAKE THE BET. FEEL THE RUSH. ALL ONLINE.	US	75/792,317	2,564,897	9/3/1999

<u>TM</u>	<u>Appln. No.</u>	<u>Reg. #</u>	<u>Filing Date</u>
TOUCH TOTE	73698311	1533999	11/30/1987
UNITED TOTE SYSTEM 1000	73698312	1536143	11/30/1987