

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of Security Interest at Reel/Frame 2178/0382	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, successor in interest to DLJ Capital Funding Inc.		05/11/2010	banking corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Autotote Enterprises, Inc., f/k/a Autotote Corporation		
Street Address:	600 LONG WHARF DRIVE		
City:	NEW HAVEN		
State/Country:	CONNECTICUT		
Postal Code:	06511		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2282400	AUTOTOTE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th floor		
Address Line 2:	046878-0003		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	046878-0003		
NAME OF SUBMITTER:	Adam Kummins		
Signature:	/Adam Kummins/		
Date:	05/12/2010		

OP \$40.00 2282400

Total Attachments: 13

source=1#page1.tif

source=1#page2.tif

source=1#page3.tif

source=1#page4.tif

source=1#page5.tif

source=BONY Payoff#page1.tif

source=BONY Payoff#page2.tif

source=BONY Payoff#page3.tif

source=BONY Payoff#page4.tif

source=BONY Payoff#page5.tif

source=BONY Payoff#page6.tif

source=BONY Payoff#page7.tif

source=BONY Payoff#page8.tif

ATTESTATION TO RELEASE OF
TRADEMARK SECURITY AGREEMENT

This Attestation to Release of Trademark Security Agreement is made as of May 11, 2010 by Scientific Games Corporation ("Company"), Autotote Enterprises, Inc., Scientific Games Racing, LLC and Scientific Games International, Inc. (collectively, the "Grantors").

WHEREAS, the Grantors have heretofore granted to Credit Suisse AG (formerly known as Credit Suisse First Boston and as successor in interest to DLJ Capital Funding Inc.) (the "Prior Agent") as the Administrative Agent (as defined below) a security interest in certain U.S. trademark applications and registrations set forth on Schedule A hereto and incorporated herein by reference (the "Trademark Collateral") pursuant to the Trademark Security Agreement, dated as of September 6, 2000 ("Trademark Security Agreement"), by and among Autotote Enterprises, Inc. (successor in interest to Scientific Games Corporation and successor in interest to Autotote Corporation) and Scientific Games Racing, LLC (successor in interest to Scientific Games International, Inc. and Autotote Systems, Inc.), the subsidiaries of the Grantors party thereto and the Prior Agent, as Administrative Agent (in such capacity, the "Administrative Agent").

WHEREAS, the Administrative Agent has heretofore filed in the U.S. Patent and Trademark Office a record of its security interest in the Trademark Collateral by filing a copy of the Trademark Security Agreement under the following:

1. Trademark Reel/Frame No. 2177/0342 recorded on October 16, 2000; and
2. Trademark Reel/Frame No. 2178/0382 recorded on October 16, 2000.

WHEREAS, pursuant to that certain Payoff Letter (the "Payoff Letter") issued by the Administrative Agent on December 19, 2002, attached as Schedule B hereto, all obligations under the credit agreement dated as of October 6, 2000 by and among Company, the financial institutions party thereto from time to time, and the Administrative Agent (the "Prior Credit Agreement") were satisfied in full and all liens in connection therewith were released.

NOW, THEREFORE, the Grantors hereby attest to the following:

All conditions of the Payoff Letter have been met and the Trademark Security Agreement has been automatically terminated pursuant to the terms of the Prior Credit Agreement and the Payoff Letter as a result of the payment in full of all obligations required to be paid pursuant to the terms of the Prior Credit Agreement and the Payoff Letter. Accordingly, no security interest in the Trademark Collateral remains in favor of the Prior Agent.

IN WITNESS WHEREOF, the undersigned has caused this Attestation to Release of Trademark Security Agreement to be duly executed and delivered as of the date first above written.

SCIENTIFIC GAMES CORPORATION

By: _____

Name: _____

Title: _____

AUTOTOTE ENTERPRISES, INC.

By: _____

Name: _____

Title: _____

SCIENTIFIC GAMES RACING, LLC

By: _____

Name: _____

Title: _____

SCIENTIFIC GAMES INTERNATIONAL, INC.

By: _____

Name: _____

Title: _____

Schedule A

Trademarks:

Trademark	Country	Owner	Application No.	Registration No.
AUTOTOTE	EU	Autotote Enterprises, Inc.	2134823	
AUTOTOTE & Design	Canada	Autotote Enterprises, Inc.	840684	
AUTOTOTE & Design	Dominican Republic	Autotote Enterprises, Inc.		92022
AUTOTOTE & Design	Dominican Republic	Autotote Enterprises, Inc.	26125	
AUTOTOTE & Design	EU	Autotote Enterprises, Inc.	498899	
AUTOTOTE & Design	Mexico	Autotote Enterprises, Inc.	290890	
AUTOTOTE & Design	Mexico	Autotote Enterprises, Inc.	290891	
AUTOTOTE & Design	Mexico	Autotote Enterprises, Inc.	290892	
AUTOTOTE & Design	Mexico	Autotote Enterprises, Inc.	303982	
AUTOTOTE & Design	New Zealand	Autotote Enterprises, Inc.		274534
AUTOTOTE & Design	New Zealand	Autotote Enterprises, Inc.	274533	
AUTOTOTE & Design	New Zealand	Autotote Enterprises, Inc.	274535	
AUTOTOTE & Design	US	Autotote Enterprises, Inc.	75/174098	2282400
AUTOTRAK	US	Scientific Games Racing, LLC	73/329574	1242618
BETJET	US	Scientific Games Racing, LLC	78/686583	3299250
BRADLEY TELETHEATER	US	Autotote Enterprises, Inc.	76/034021	2467623
BRADLEY TELETHEATER & Design	US	Autotote Enterprises, Inc.	75/907524	2440662
CLEARBET	US	Scientific Games Racing, LLC	78/686572	3277110
ECLIPSE	Chile	Scientific Games Racing, LLC	559530	
ECLIPSE	EU	Scientific Games Racing, LLC	1476654	
ECLIPSE	Mexico	Scientific Games Racing, LLC	409958	
ON THE WIRE	US	Autotote Enterprises, Inc.	76/034077	2437228
ON THE WIRE PHONE BETTING & Design	US	Autotote Enterprises, Inc.	75/907523	2440661
PROBE	US	Scientific Games Racing, LLC	74/307877	1832001

Trademark	Country	Owner	Application No.	Registration No.
RACEVIEW	US	Autotote Enterprises, Inc.	76/034024	2467624
RACEVIEW CENTER and Design	US	Autotote Enterprises, Inc.	75/906831	2440659
SAM	US	Scientific Games Racing, LLC	74/003202	1613644
SPORTS HAVEN	US	Autotote Enterprises, Inc.	74/658130	2026030
SPORTS HAVEN and Design	US	Autotote Enterprises, Inc.	75/906839	2442452

Schedule B

Payoff Letter:

PAYOFF LETTER

December 19, 2002

Scientific Games Corporation
750 Lexington Avenue, 25th Floor
New York, NY 10022

The Bank of New York,
as Administrative Agent
c/o BNY Capital Markets, Inc.
One Wall Street, 18th Floor
New York, New York 10286

Ladies and Gentlemen:

We understand that Scientific Games Corporation (formerly known as Autotote Corporation) ("**Company**") anticipates repaying in full all of the outstanding obligations under that certain Amended and Restated Credit Agreement dated as of October 6, 2000 by and among Company, the financial institutions party thereto from time to time (collectively, the "**Existing Lenders**"), Credit Suisse First Boston (successor to DLJ Capital Funding, Inc.), as administrative agent for Existing Lenders (in such capacity, "**Existing Administrative Agent**"), Lehman Commercial Paper Inc., as documentation agent and Lehman Brothers Inc. as co-arranger (as amended, restated, supplemented or otherwise modified to the date hereof, the "**Existing Credit Agreement**"; capitalized terms used herein without definition shall have the respective meanings given those terms in the Existing Credit Agreement) and all related documents (collectively, the "**Existing Loan Documents**") with the proceeds of certain loans to Company. We understand that such loans to Company will be made under that certain Credit Agreement dated as of December 19, 2002 (the "**New Credit Agreement**") by and among Company, the financial institutions listed on the signature pages thereof (collectively, the "**New Lenders**") and The Bank of New York, as administrative agent for New Lenders (in such capacity, "**New Agent**").

In connection therewith, Existing Administrative Agent (on behalf of Existing Lenders) and Company hereby acknowledge and agree that, effective upon Existing Administrative Agent's receipt of (i) an original or facsimile transmission of this letter agreement, duly countersigned by Company and New Agent, and (ii) the sum of \$265,925,322.17 (the "**Payoff Amount**"), as set forth in more detail on Schedule A attached hereto and made a part hereof, via wire transfer to the account designated below on or prior to 2:00 P.M., New York City time, on December 19, 2002, with respect to the amounts to be paid to the Existing Administrative Agent; provided that if such amount is not received by such time and date, additional per diems as indicated on Schedule A will be due and owing upon payment, and

to the account designated by O'Melveny & Myers LLP, with respect to the amounts to be paid to O'Melveny & Myers LLP:

(a) all of Company's outstanding debts, liabilities and obligations to Existing Lenders under the Existing Loan Documents shall be satisfied in full and all persons obligated therefor, whether by guaranty or otherwise, shall hereby be released from all liability therefor and that Company and its subsidiaries shall be hereby released and discharged from any and all obligations, covenants and agreements under the Existing Loan Documents; provided, however, that the Existing Administrative Agent, each of the other Agents (as defined in the Existing Credit Agreement), the Issuing Lender (as defined in the Existing Credit Agreement), and each Existing Lender shall be entitled to the benefits of all the ongoing reimbursement obligations and indemnities set forth in the Existing Loan Documents, including without limitation those set forth in Sections 2.6D, 2.7, 3.5A, 3.6, 5.12, 6.7A, 10.2 and 10.3 of the Existing Credit Agreement, in each case subject to the limitations set forth therein, if any; and

(b) all liens and security interests and any other similar interests arising pursuant to the Existing Loan Documents, including liens and security interests of any kind, nature, or description which Existing Lenders or any of their agents may then have in any of the assets and property, real or personal, tangible or intangible, of Company or any of its subsidiaries granted in favor of Existing Administrative Agent, any Existing Lender or any of their respective affiliates or agents, shall terminate and be satisfied and released.

Pursuant to Section 2.4C(i) of the Existing Credit Agreement, any amount received by Existing Administrative Agent after 2:00 P.M., New York City time, on December 19, 2002, shall be deemed to have been paid by Company on the next succeeding Business Day. Any additional interest or fees owed by Company as a result of such delay shall be due and payable on such succeeding Business Day and the Payoff Amount shall not be deemed paid until such additional interest and fees have been delivered to Existing Administrative Agent.

Upon delivery of the Payoff Amount to the account specified below, the Company hereby confirms to the Existing Administrative Agent, for the benefit of the Existing Administrative Agent and the Existing Lenders, that the Revolving Loan Commitments under the Existing Credit Agreement shall be terminated and be of no further force and effect and all obligations of the Existing Administrative Agent and the Existing Lenders to make loans or advances, issue or participate in Letters of Credit or otherwise extend credit to the Company or its Subsidiaries under the Existing Credit Agreement and the other Existing Loan Documents shall be terminated and be of no further force and effect.

Notwithstanding anything herein to the contrary, the Letters of Credit identified on Schedule B attached hereto and made a part hereof shall remain in full force and effect and shall be deemed to be Letters of Credit (as defined in the New Credit Agreement) issued under the New Credit Agreement subject to all of the terms and provisions of the New Credit Agreement and the other Loan Documents (as defined in the New Credit Agreement) applicable to Letters of Credit thereunder and no Existing Lenders (other than Bank of New York as issuing

lender under the New Credit Agreement) shall have any continuing obligation to participate in such Letters of Credit under Section 3 of the Existing Credit Agreement.

The Payoff Amount shall be wired to the Existing Administrative Agent to the following account:

Bank: Bank of New York
ABA No.: 021000018
Account No.: 8900492627
Account Name: Cayman Agency
Reference: Scientific Games Corporation

The amount to be paid to O'Melveny & Myers LLP shall be wired to the following account:

Bank: Citibank, N.A., NY; 111 Wall Street; N.Y., N.Y. 10043
ABA No.: 021000089
Account No.: 4078-0224
Account Name: O'Melveny & Myers LLP
Reference: 185,550-51
Attorney: Mark Thierfelder


Without limiting the generality of the foregoing, upon receipt of the Payoff Amount, Existing Administrative Agent agrees (a) to sign and to deliver to Company any and all documents confirming or evidencing all releases, terminations, cancellations or other rights of Company pursuant hereto reasonably requested by Company or New Agent to discharge or to effect the cancellation or termination of any financing statement or other filing with respect to any security interest granted to Existing Administrative Agent or any of its agents under the terms and conditions of the Existing Loan Documents or in relation thereto and (b) to deliver all collateral pledged under the Existing Loan Documents in the possession of Existing Administrative Agent or its agents, if any, directly into the possession of New Agent. In addition, upon receipt of the Payoff Amount, Existing Administrative Agent hereby authorizes New Agent to file such additional UCC-3 termination statements as may be necessary to effectuate the terminations and releases set forth herein.

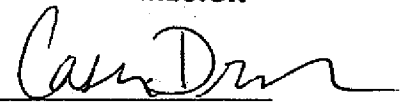
Except as expressly set forth herein, this letter agreement is being made without recourse by, and without any representation or warranty of any kind, express or implied, to Company or any other individual, corporation, partnership or other entity. Company hereby agrees to pay all costs and expenses in connection with the preparation, execution, delivery, filing, and recording of this letter agreement, the release documents executed in furtherance hereof, and the performance of any other acts and the execution of any other documents required to effect the release of any security granted to Existing Administrative Agent and Existing Lenders, including without limitation the reasonable fees and disbursements of counsel to Existing Administrative Agent and local counsel, if any, who may be retained by said counsel with respect thereto.

This letter agreement shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York, without regard to conflict of laws principles. This letter agreement may be executed in any number of counterparts and the signature pages from such counterparts may be attached to a single copy hereof and such assembled copy shall be considered an original.

Very truly yours,

CREDIT SUISSE FIRST BOSTON, as
Administrative Agent

By: 
Name: **BILL O'DALY**
Title: **DIRECTOR**

By: 
Name: **CASSANDRA DROOGAN**
Title: **ASSOCIATE**

Accepted and Agreed:

SCIENTIFIC GAMES CORPORATION

By: _____
Name:
Title:

THE BANK OF NEW YORK

By: _____
Name:
Title:

This letter agreement shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York, without regard to conflict of laws principles. This letter agreement may be executed in any number of counterparts and the signature pages from such counterparts may be attached to a single copy hereof and such assembled copy shall be considered an original.

Very truly yours,

CREDIT SUISSE FIRST BOSTON, as
Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Accepted and Agreed:

SCIENTIFIC GAMES CORPORATION

By: Mark G. Schil
Name:
Title:

BANK OF NEW YORK

By: _____
Name:
Title:

This letter agreement shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York, without regard to conflict of laws principles. This letter agreement may be executed in any number of counterparts and the signature pages from such counterparts may be attached to a single copy hereof and such assembled copy shall be considered an original.

Very truly yours,

**CREDIT SUISSE FIRST BOSTON, as
Administrative Agent**

By: _____
Name:
Title:

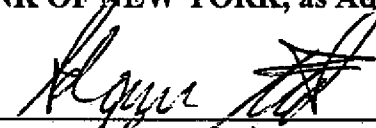
By: _____
Name:
Title:

Accepted and Agreed:

SCIENTIFIC GAMES CORPORATION

By: _____
Name:
Title:

THE BANK OF NEW YORK, as Administrative Agent

By:  _____
Name: Adam G. Strain
Title: SVP

SCHEDULE A
PAYOFF AMOUNT

I. LOAN

Principal Amount Due	\$264,859,123.00
Interest Amount Due	\$878,829.09
Fee Amount Due	\$187,370.08
Total due to Credit Suisse First Boston:	\$265,925,322.17

Per Diem Interest/Fees Due after 2:00PM	\$44,703.27
---	-------------

II. EXPENSES

Legal fees to O'Melveny & Myers LLP	\$57,500.00
-------------------------------------	-------------

SCHEDULE B
OUTSTANDING LETTERS OF CREDIT

<u>Issuing Lender:</u>	<u>No.:</u>	<u>Amount:</u>
Bank of New York	S00044782	\$32,922.74
Bank of New York	S00042336	\$9,000,000.00
Bank of New York	S0042354	\$300,000.00
Bank of New York	S00042697	\$250,000.00
Bank of New York	S00044781	\$97,556.34
Bank of New York	S00043220	\$750,000.00
Bank of New York	S00044634	\$64,833.87
Bank of New York	S00044804	\$6,000,000.00
Bank of New York	S00045057	\$4,000,000.00
Bank of New York	S00045238	\$58,049.85
Bank of New York	S00045239	\$203,304.60
Bank of New York	S00045579	\$27,872.00
Bank of New York	S00045648	\$510,000.00
Bank of New York	S00047063	\$575,000.00
Bank of New York	S00047106	\$50,240.00