FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

08-28-2000

101443049

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

8·3·00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- Effective Date Month Day Year
- [ ] Change of Name
- [ ] Other

Conveying Party

[X] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 06 30 00

Name: Dave & Buster's, Inc.

Formerly:

75170990

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: Missouri

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Fleet National Bank, as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 100 Federal Street

Address (line 2):

Address (line 3): Boston (City) MA (State/Country) 02110 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [X] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: Delaware

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 617-951-8879

Name Joseph F. Gilday

Address (line 1) Bingham Dana LLP

Address (line 2) 150 Federal Street

Address (line 3) Boston, MA 02110

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 6

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75170990			1491690	1491691	1492658
75264074			1493618	1494597	1513105
			1543908	2011447	2228792

Number of Properties

Enter the total number of properties involved. # 13

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 340

Method of Payment: Enclosed [X] Deposit Account ☐

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes ☐ No ☐

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. Charges to deposit account are authorized, as indicated herein.

Joseph Gilday	Joseph Gilday	8/1/00
Name of Person Signing	Signature	Date Signed

ADDITIONAL NAMES OF CONVEYING PARTIES

DAVE & BUSTER'S I, L.P., a Texas limited partnership
DAVE & BUSTER'S OF ILLINOIS, INC., an Illinois corporation
DAVE & BUSTER'S OF GEORGIA, INC., a Georgia corporation
DAVE & BUSTER'S OF PENNSYLVANIA, INC., a Pennsylvania corporation
DANB TEXAS, INC., a Texas corporation
DAVE & BUSTER'S OF MARYLAND, INC., a Maryland corporation
DAVE & BUSTER'S OF CALIFORNIA, INC., a California corporation
DAVE & BUSTER'S OF COLORADO, INC., a Colorado corporation
DAVE & BUSTER'S OF NEW YORK, INC., a New York corporation
DAVE & BUSTER'S OF FLORIDA, INC., a Florida corporation
DAVE & BUSTER'S OF PITTSBURGH, INC., a Pennsylvania corporation
D&B REALTY HOLDING, INC., a Missouri corporation

ADDITIONAL REGISTRATION NUMBERS

2307083

2332153

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of June 30, 2000, among DAVE & BUSTER'S, INC., a Missouri corporation, DAVE & BUSTER'S I, L.P., a Texas limited partnership, DAVE & BUSTER'S OF ILLINOIS, INC., an Illinois corporation, DAVE & BUSTER'S OF GEORGIA, INC., a Georgia corporation, DAVE & BUSTER'S OF PENNSYLVANIA, INC., a Pennsylvania corporation, DANB TEXAS, INC., a Texas corporation, DAVE & BUSTER'S OF MARYLAND, INC., a Maryland corporation, DAVE & BUSTER'S OF CALIFORNIA, INC., a California corporation, DAVE & BUSTER'S OF COLORADO, INC., a Colorado corporation, DAVE & BUSTER'S OF NEW YORK, INC., a New York corporation, DAVE & BUSTER'S OF FLORIDA, INC., a Florida corporation, and DAVE & BUSTER'S OF PITTSBURGH, INC., a Pennsylvania corporation, D&B REALTY HOLDING, INC., a Missouri corporation (each an "Assignor," collectively, the "Assignors"), and FLEET NATIONAL BANK, a national banking association, as agent (hereinafter, in such capacity, the "Agent") for itself and other banking institutions (hereinafter, collectively, the "Banks") which are or may become parties to a Revolving Credit and Term Loan Agreement of even date herewith (as amended, restated, and in effect from time to time, the "Credit Agreement"), among the Assignors, the Banks and the Agent.

WHEREAS, it is a condition precedent to the Banks' making any loans or otherwise extending credit to the Assignors under the Credit Agreement that the Assignors execute and deliver to the Agent, for the benefit of the Banks and the Agent, a trademark agreement in substantially the form hereof;

WHEREAS, the Assignors have executed and delivered to the Agent, for the benefit of the Banks and the Agent, the Security Agreement (as defined in the Credit Agreement), pursuant to which the Assignors have granted to the Agent, for the benefit of the Banks and the Agent, a security interest in certain of the Assignors' personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of each Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of any Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by any Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of any Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of any Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by any Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of any Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of any Assignor, or to which any Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of any Assignor or the Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which any Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Assignor or the Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Assignor or the Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of any Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by any Assignor or are now owned, held or used by any Assignor, in any Assignor's business, or with any Assignor's products and services, or in which any Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by any Assignor in any Assignor's business or with any Assignor's products and services, or in which any Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with any Assignor or its business or for the direct or indirect benefit of any Assignor or its business, including all such uses by such Assignor itself, by any of the affiliates of any Assignor, or by any franchisee, licensee or contractor of any Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 of the Credit Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, each Assignor hereby unconditionally grants to the Agent, for the benefit of the Banks and the Agent, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of the Banks and the Agent. In addition, each Assignor has executed in blank and delivered to the Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each Assignor hereby authorizes the Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under this Trademark Agreement and the Security Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each Assignor grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Banks and the Agent, such Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by any Assignor to the Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement each Assignor has granted to the Agent, for the benefit of the Banks and the Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder,

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or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of each Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of each Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by any Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of each Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of each Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of each Assignor's knowledge, there is no infringement by any Assignor of the trademark rights of others; (vi) each Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that any Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by any Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (vii) each Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future

employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) each Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) each Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements with the Secretary of State of Texas under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by each Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by each Assignor, or (B) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

Each Assignor hereby grants to each of the Agent and the Banks and its employees and agents the right to visit such Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Agent's prior written consent and except for the licensing of intellectual property in connection with franchise agreements, no Assignor will (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with any Assignor's obligations under this Trademark Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignors shall

promptly provide to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's interest therein.

6.2. Amendment to Schedule. Each Assignor authorizes the Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of any Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

7. TRADEMARK PROSECUTION.

7.1. Assignors Responsible. Each Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Agent and the Banks harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Agent or any Bank in connection with the Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignors shall retain trademark counsel acceptable to the Agent.

7.2. Assignors' Duties, etc. Each Assignor shall have the right and the duty, through trademark counsel acceptable to the Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne jointly and severally by the Assignors. No Assignor shall abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Agent, which consent shall not be unreasonably withheld.

7.3. Assignors' Enforcement Rights. Each Assignor shall have the right and the duty to bring suit or other action in such Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. Such Assignor may require the Agent to join in such

suit or action as necessary to assure such Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is completely satisfied that such joinder will not subject the Agent or any Bank to any risk of liability. Each Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including legal fees, incurred by the Agent pursuant to this §7.3.

7.4. Protection of Trademarks, etc. In general, each Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. No Assignor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

7.5. Notification by Assignors. Promptly upon obtaining knowledge thereof, the Assignors will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or any Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of any Assignor or the Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2, the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that any Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Agent in attempting to enforce this Trademark Agreement (including all reasonable

expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignors at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If any Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Assignor shall be breached, the Agent, in its own name or that of any Assignor (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignors jointly and severally agree promptly to reimburse the Agent for any cost or expense incurred by the Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, each Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as such Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Assignor is obligated to execute and do hereunder. Such Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Agent and the Banks from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct). This

power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

Each Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Agent shall, upon the written request and at the expense of the Assignors (the Assignors being jointly and severally liable for such expenses) execute and deliver to the Assignors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Agent by the Assignors pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between any Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Agent

in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignors, such liability to be borne jointly and severally.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by any Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY BANK ASSUMES ANY LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF SUCH ASSIGNOR, AND THE ASSIGNORS SHALL JOINTLY AND SEVERALLY AGREE TO INDEMNIFY THE AGENT AND THE BANKS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT OR ANY BANK WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, telecopy or telex and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to the Assignors, at 2481 Manana Drive, Dallas, Texas 75220, Attention: Chief Financial Officer, or at such other address for notice as the Assignors shall last have furnished in writing to the person giving the notice; and

(b) if to the Agent, at 100 Federal Street, Boston Massachusetts 02110, Attention: J. Nicholas Cole, or at such other address for notice as the Agent shall last have furnished in writing to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, telecopy, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Agent (with the consent of the Majority Banks) and the Assignors, except as provided in §6.2. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent and the Majority Banks. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. Each Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignors by mail at the address specified in §17. Each Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

EACH ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Assignor (i) certifies that neither the Agent or any Bank nor any representative, agent or attorney of the Agent or any Bank has represented, expressly or otherwise, that the Agent or any Bank would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Agent or any Bank is a party, the Agent and the Banks are relying upon, among other things, the waivers and certifications contained in this §20.

21. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Banks and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Assignor acknowledges receipt of a copy of this Trademark Agreement.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

DAVE & BUSTER'S, INC.

By: _____

Name: Charles Michel

Title: Vice President & C.F.O.

DAVE & BUSTER'S I, L.P.

By: DAVE & BUSTER'S, INC., as general partner

By: _____

Name: Charles Michel

Title: Treasurer

DAVE & BUSTER'S OF ILLINOIS, INC.

By: _____

Name: Charles Michel

Title: Treasurer

DAVE & BUSTER'S OF GEORGIA, INC.

By: _____

Name: Charles Michel

Title: Treasurer

DAVE & BUSTER'S OF PENNSYLVANIA, INC.

By: _____

Name: Charles Michel

Title: Treasurer

DANB TEXAS, INC.

By: _____

Name: Charles Michel

Title: Treasurer

BUSDOCS:858458

DAVE & BUSTER'S OF MARYLAND, INC.

By: _____

Name: Charles Michel

Title: Treasurer

DAVE & BUSTER'S OF CALIFORNIA, INC.

By: _____

Name: Charles Michel

Title: Treasurer

DAVE & BUSTER'S OF COLORADO, INC.

By: _____

Name: Charles Michel

Title: Treasurer

DAVE & BUSTER'S OF NEW YORK, INC.

By: _____

Name: Charles Michel

Title: Treasurer

DAVE & BUSTER'S OF FLORIDA, INC.

By: _____

Name: Charles Michel

Title: Treasurer

DAVE & BUSTER'S OF PITTSBURGH, INC.

By: _____

Name: Charles Michel

Title: Treasurer

D&B REALTY HOLDING, INC.

By: _____

Name: Charles Michel

Title: Treasurer

FLEET NATIONAL BANK, as Agent

By: _____

Name: J. Nicholas Cole

Title: Director

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS_____)
) ss.
COUNTY OF SUFFOLK _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30th day of June, 2000, personally appeared Charles Michel to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President and Chief Financial Officer of DAVE & BUSTER'S, INC., and that said instrument was signed and sealed on behalf of said corporation both on its own behalf and as general partner of DAVE & BUSTERS I, L.P. by authority of its Board of Directors, and said Charles Michel acknowledged said instrument to be the free act and deed of said corporation.

Tracy S. Kirk
Notary Public
My commission expires:

TRACY S. KIRK, Notary Public
My Commission Expires May 28, 2004

BUSDOCS:858458.4

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS _____)
) ss.
COUNTY OF SUFFOLK _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30th day of June, 2000, personally appeared Charles Michel to me known personally, and who, being by me duly sworn, deposes and says that he is the Treasurer of DAVE & BUSTER'S OF ILLINOIS, INC., DAVE & BUSTER'S OF GEORGIA, INC., DAVE & BUSTER'S OF PENNSYLVANIA, INC., DANB TEXAS, INC., DAVE & BUSTER'S OF MARYLAND, INC., DAVE & BUSTER'S OF CALIFORNIA, INC., DAVE & BUSTER'S OF COLORADO, INC., DAVE & BUSTER'S OF NEW YORK, INC., DAVE & BUSTER'S OF FLORIDA, INC., DAVE & BUSTER'S OF PITTSBURGH, INC., and D&B REALTY HOLDING, INC., and that said instrument was signed and sealed on behalf of each of said corporation by authority of its Board of Directors, and said Charles Michel acknowledged said instrument to be the free act and deed of said corporation.

Tracy S. Kirk
Notary Public
My commission expires:

TRACY S. KIRK, Notary Public
My Commission Expires May 28, 2004

BUSDOCS:858458.4

SCHEDULE A

Trademarks and Trademark Registrations

Owner	Trademark or Service Mark	Registrations -- United States Patent and Trademark Office Registration No.	Registration Date
Dave & Buster's I, L.P.	D & B	1491690	07-Jun-1988
Dave & Buster's I, L.P.	Dave & Buster's	1491691	07-Jun-1988
Dave & Buster's I, L.P.	D & B	1492658	14-Jun-1988
Dave & Buster's I, L.P.	Dave & Buster's	1493618	21-Jun-1988
Dave & Buster's I, L.P.	There's No Place Quite Like It	1494597	28-Jun-1988
Dave & Buster's I, L.P.	The Best of Times	1513105	15-Nov-1988
Dave & Buster's I, L.P.	D & B Dave and Buster's and Design	1543908	13-Jun-1989
Dave & Buster's I, L.P.	There's No Place Quite Like It	2011447	29-Oct-1996
Dave & Buster's I, L.P.	D&B Dave and Buster's and Design	2228792	02-Mar-1999
Dave & Buster's I, L.P.	There's No Place Quite Like It	2307083	11-Jan-2000
Dave & Buster's I, L.P.	Power Card	2332153	21-Mar-2000

Owner	Trademark or Service Mark	Pending Applications -- United States Patent and Trademark Office Application No.	Filing Date
Dave & Buster's I, L.P.	Power Card	75/170990	24-Sep-1996
Dave & Buster's I, L.P.	DANB	75/264074	26-Mar-1997

Friday, January 21, 2000 **Country List** Page: 1

Country: AR Argentina

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B006	1899619	7-Nov-1993	1528064	30-Jun-1994	30-Jun-2004	PFK
Owner:			**Classes:** 41						mji
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B038	1962694	22-Feb-1995	1584018	15-Dec-1995	15-Dec-2005	PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 42						mji

Country: AU Australia

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S	D&B	Registered	D&B021	A628795	2-May-1994	A628795	02-May-1994	02-May-2004	PFK
Owner:			Classes: 41						mji
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B009	A613531	08-Oct-1993	A613531	11-Aug-1995	08-Oct-2000	PFK
Owner:			Classes: 41						mji
D&B DAVE AND BUSTER'S AND DES.	D&B	Registered	D&B032	A652587	08-Feb-1995	652587	08-Feb-1995	08-Feb-2005	PFK
Owner:			Classes: 42						mji

Country: AT Austria

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE & BUSTER'S AND DESIGN	D&B	Registered	D&B068	5047/97	15-Sep-1997	173 140	22-Dec-1997	22-Dec-2007	PFK
Owner:			**Classes:** 41, 42						mji
POWER CARD	D&B	Registered	D&B094	1228/99	02-Mar-1999	182134	17-May-1999	17-May-2009	PFK
Owner:			**Classes:** 9, 36						MJI
THE BEST OF TIMES	D&B	Registered	D&B108	AM1779/99	22-Mar-1999	182403	02-Jun-1999	30-Jun-2009	PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 41						MJI

Country: BH Bahrain

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE & BUSTER'S AND DESIGN	D&B	Pending	D&B111	2241/99	27-Dec-2000				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 41						mji
D&B DAVE & BUSTER'S AND DESIGN	D&B	Pending	D&B112	2242/99	27-Dec-2000				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 42						mji

Country: BR Brazil

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S & DESIGN	D&B	Pending	D&B026	817934600	8-Aug-1994				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 41						mji
D&B DAVE AND BUSTER'S & DESIGN	D&B	Pending	D&B036	820907103	15-Jul-1998				PFK
Owner:			**Classes:** 42						mji

Country: CA Canada

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B001	738640	08-Oct-1993	TMA516118	09-Sep-1999	09-Sep-2014	PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 41						mji
D&B DAVE AND BUSTER'S & Design	D&B	Published	D&B031	774772	07-Feb-1995				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 42						mji
POWER CARD	D&B	Pending	D&B091	1006177	23-Feb-1999				PFK
Owner: DAVE & BUSTER'S I, L.P.									MJI
THE BEST OF TIMES	D&B	Pending	D&B099	1006176	23-Feb-1999				PFK
Owner: DAVE & BUSTER'S I, L.P.									MJI
THERE'S NO PLACE QUITE LIKE IT	D&B	Pending	D&B100	1006174	23-Feb-1999				PFK
Owner: DAVE & BUSTER'S I, L.P.									MJI

Country: CN China

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B014A	980005218	2-May-1998	1312319	07-Sep-1999	06-Sep-2009	PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 41						mji
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B035	95020441	28-Feb-1995	919907	11-Dec-1996	10-Dec-2006	MJI
Owner:			**Classes:** 42						
POWER CARD	D&B	Pending	D&B095	9900019745	01-Mar-1999				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 9						MJI
POWER CARD	D&B	Pending	D&B095A	9900019746	01-Mar-1999				PFK
Owner:			**Classes:** 36						MJI
THE BEST OF TIMES	D&B	Pending	D&B105	9900027311	22-Mar-1999				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 41						MJI

Country: CU Cuba

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B025	938/94	05-Sep-1994	121711	13-Mar-1995	05-Sep-2004	PFK
Owner:			**Classes:** 41						mji
D&B DAVE AND BUSTER'S DESIGN	D&B	Registered	D&B047	442/95	10-Mar-1995	122509	30-Aug-1995	14-Mar-2005	PFK
Owner:			**Classes:** 42						mji

Country: EG Egypt

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S & Design	D&B	Pending	D&B070	110391-92	15-Oct-1997				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 41, 42						mji

Country: EU European Community

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE & BUSTER'S AND DESIGN	D&B	Registered	D&B071	188177	02-Apr-1996	188177	02-Apr-1996	02-Apr-2006	PFK

Owner: **Classes:** 25, 41, 42 mji

Country: FR France

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B019	93489107	22-Oct-1993	93489107	22-Oct-1993	22-Oct-2003	PFK
Owner:			**Classes:** 41						mji
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B034	95557 723	10-Feb-1995	95557 723	10-Feb-1995	10-Feb-2005	PFK
Owner:			**Classes:** 42						mji

Country: DE Germany

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B013	D53493/41	08-Oct-1993	2072064	20-Jul-1994	08-Oct-2003	PFK
Owner:			**Classes:** 41						MJI
D&B DAVE AND BUSTER'S AND DES	D&B	Registered	D&B033	39508129.7	23-Feb-1995	395 08 129	16-Feb-1996	23-Feb-2005	PFK
Owner:			**Classes:** 42						mji
POWER CARD	D&B	Authorized	D&B098	399113134/	26-Mar-1999				PFK
Owner:			**Classes:** 9,						MJI
THE BEST OF TIMES	D&B	Pending	D&B106	39916366.2	19-Mar-1999				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 41						MJI

Country: HK Hong Kong

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S & DESIGN	D&B	Published	D&B020	4857/94	3-May-1994				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 41						MJI
D&B DAVE AND BUSTER'S AND DES.	D&B	Registered	D&B030	1383/95	08-Feb-1995	11715/96	08-Feb-1995	08-Feb-2002	PFK
Owner:			**Classes:** 42						mji
POWER CARD	D&B	Published	D&B097	2435/99	01-Mar-1999				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 9						MJI
POWER CARD	D&B	Pending	D&B097A	2501/99	02-Mar-1999				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 36						MJI

Country: ID Indonesia

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S DESIGN	D&B	Registered	D&B017	J95 5365	10-Dec-1993	358285	19-Apr-1996	10-Jun-2003	PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 41						mji
D&B DAVE AND BUSTER'S DESIGN	D&B	Registered	D&B037	J95 7515	3-May-1995	370046	03-Oct-1996	03-Nov-2004	PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 42						mji

Country: IT Italy

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S & DESIGN	D&B	Pending	D&B018	MI93C0074	29-Oct-1993			29-Oct-1993	PFK
Owner:			**Classes:** 41						cab
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B023	MI94C0057	14-Jun-1994	696731	16-Dec-1996	14-Jun-2004	PFK
Owner:			**Classes:** 41						MJI
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B043	MI95C0018	23-Feb-1995	724132	22-Sep-1997	23-Feb-2005	PFK
Owner:			**Classes:** 42						MJI

Country: JP Japan

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B022	48709/1994	7-May-1994	4092667	12-Dec-1997	12-Dec-2007	PFK
Owner:			**Classes:** 41						mji
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B045	15622/95	20-Feb-1995	4047978	22-Aug-1997	22-Aug-2007	PFK
Owner:			**Classes:** 42						MJI

Country: KR Korea, South

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE & BUSTER'S and DESIGN	D&B	Registered	D&B051	97-2763	28-Feb-1997	48601	28-Oct-1998	28-Oct-2008	PFK
Owner:			**Classes:** 41						mji
DAVE & BUSTER'S AND DESIGN	D&B	Registered	D&B052	97-2764	28-Feb-1997	48602	28-Oct-1998	28-Oct-2008	PFK
Owner:			**Classes:** 42						mji

Country: KW Kuwait

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE & BUSTER'S AND DESIGN	D&B	Pending	D&B063	38432	0-Nov-1997				PFK
Owner:			**Classes:** 41						mji
D&B DAVE & BUSTER'S AND DESIGN	D&B	Pending	D&B064	40866	9-Aug-1998				PFK
Owner:			**Classes:** 42						mji

Country: LB Lebanon

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D & B DAVE & BUSTER'S & DESIGN	D&B	Registered	D&B053	20864	05-Jul-1997	72750	05-Jul-1997	05-Jul-2012	PFK
Owner:			**Classes:** 41, 42						mji

Country: MY Malaysia

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE & BUSTER'S	D&B	Pending	D&B061	21219/97	05-Dec-1997				PFK
Owner:			Classes: 41						mji
D&B DAVE & BUSTER'S	D&B	Pending	D&B062	21220/97	05-Dec-1997				PFK
Owner:			Classes: 42						mji

Country: MX Mexico

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S & DESIGN	D&B	Pending	D&B049	228219	28-Mar-1995				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 42						mji
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B049C	184775	02-Dec-1993	474382	22-Sep-1994	02-Dec-2003	PFK
Owner:			**Classes:** 41						mji
D&B/DAVE & BUSTER'S	D&B	Registered	D&B049A	180659	15-Oct-1993	446817	19-Nov-1993	15-Oct-2003	PFK
Owner:			**Classes:** 42						mji
D&B/DAVE & BUSTER'S	D&B	Registered	D&B049B	180768	18-Oct-1993	447426	26-Nov-1993	18-Oct-2003	PFK
Owner:			**Classes:** 41						mji
POWER CARD	D&B	Pending	D&B092	367393	12-Mar-1999				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 9						MJI
POWER CARD	D&B	Pending	D&B092A	369101	25-Mar-1999				PFK
Owner:			**Classes:** 41						MJI
THE BEST OF TIMES	D&B	Registered	D&B101	367395	12-Mar-1999	607960	12-Mar-1999	12-Mar-2009	PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 41						MJI
THE BEST OF TIMES	D&B	Registered	D&B102	367396	12-Mar-1999	607961	12-Mar-1999	12-Mar-2009	PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 42						MJI

Country: MX Mexico

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
THERE'S NO PLACE QUITE LIKE IT	D&B	Pending	D&B103	367394	12-Mar-1999				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 41						MJI
THERE'S NO PLACE QUITE LIKE IT	D&B	Pending	D&B104	367397	12-Mar-1999				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 42						MJI

Country: MA Morocco

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
DAVE & BUSTER'S AND DESIGN	D&B	Registered	D&B055		30-Jun-1997	63203	30-Jun-1997	30-Jun-2017	PFK
Owner:			**Classes:** 41 & 42						mji

Country: NZ New Zealand

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B010	230921	08-Oct-1993	230921	08-Oct-1993	08-Oct-2000	PFK
Owner:			**Classes:** 41						mji
DAVE AND BUSTER'S D & B	D&B	Registered	D&B039	245547	08-Feb-1995	245547	08-Feb-1995	08-Feb-2002	PFK
Owner:			**Classes:** 42						mji

Country: OM Oman

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE & BUSTER'S AND DESIGN	D&B	Pending	D&B113	21272	6-Nov-1999				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 41						mji
D&B DAVE & BUSTER'S AND DESIGN	D&B	Pending	D&B114	21273	6-Nov-1999				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 42						mji

Country: PH Philippines

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE & BUSTER'S AND DESIGN	D&B	Pending	D&B075	4-1998-025	07-Apr-1998				PFK
Owner:			Classes: 41, 42						mji

Country: PT Portugal

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B004	296429	5-Nov-1993	296429	03-Feb-1995	03-Feb-2005	PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 41						mji
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B040	307.282	14-Feb-1995	307.282	16-Jan-1996	16-Jan-2006	PFK
Owner:			**Classes:** 42						mji

Country: PO Puerto Rico

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
DAVE & BUSTER'S AND DESIGN	D&B	Registered	D&B057		30-Jun-1997	40841	30-Jun-1997	30-Jun-2007	PFK
Owner: D&B I, L.P.			**Classes:** 41						mji
DAVE & BUSTER'S AND DESIGN	D&B	Registered	D&B058		30-Jun-1997	40842	30-Jun-1997	30-Jun-2007	PFK
Owner: D&B I, L.P.			**Classes:** 42						mji

Country: QA Qatar

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE & BUSTER'S AND DESIGN	D&B	Pending	D&B115	21705	6-Nov-1999				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 41						mji
D&B DAVE & BUSTER'S AND DESIGN	D&B	Pending	D&B116	21706	6-Nov-1999				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 42						mji

Country: SA Saudi Arabia

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE & BUSTER'S AND DESIGN	D&B	Pending	D&B089	47414	29-Dec-1998				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 41						MJI
D&B DAVE & BUSTER'S AND DESIGN	D&B	Published	D&B090	47415	29-Dec-1998				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 42						mji

Country: SG Singapore

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE & BUSTER'S AND DESIGN	D&B	Published	D&B027	S/7909/94	10-Sep-1994				PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 41						MJI
D&B DAVE AND BUSTER'S AND DES.	D&B	Registered	D&B029	S/1129/95	09-Feb-1995	T95/01129H	09-Feb-1995	09-Feb-2005	PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 42						mji

Country: ES Spain

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B008	1787834	4-Nov-1993	1787834	03-Feb-1995	04-Nov-2003	PFK
Owner:			**Classes:** 41						mji
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B046	1950301	24-Feb-1995	1950301	20-Sep-1995	24-Feb-2005	PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 42						mji

Country: CH Switzerland

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE & BUSTER'S AND DESIGN	D&B	Registered	D&B069	07440/1997	15-Sep-1997	450054	15-Sep-1997	15-Sep-2007	PFK
Owner:			Classes: 41, 42						mji
POWER CARD	D&B	Registered	D&B096	01827/1999	01-Mar-1999	464522	01-Mar-1999	01-Mar-2009	PFK
Owner: DAVE & BUSTER'S I, L.P.			Classes: 9,36						MJI

Country: TW Taiwan

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B024	83045126	06-Jul-1994	74464	16-Feb-1995	16-Feb-2005	PFK
Owner:			Classes: 41						MJI
D&B DAVE AND BUSTER'S DESIGN	D&B	Registered	D&B041	84016455	11-Apr-1995	80488	01-Feb-1996	31-Dec-2005	PFK
Owner:			Classes: 42						MJI
POWER CARD	D&B	Pending	D&B093	88008108	01-Mar-1999				PFK
Owner:			Classes: 9						MJI
POWER CARD	D&B	Pending	D&B093A	88008109	01-Mar-1999				PFK
Owner:			Classes: 36						MJI
THE BEST OF TIMES	D&B	Pending	D&B107	88012248	22-Mar-1999				PFK
Owner: DAVE & BUSTER'S I, L.P.			Classes: 41						MJI

Country: TH Thailand

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B016	255743	9-Nov-1993	SM3955	24-Jan-1996	18-Nov-2003	PFK
Owner:			Classes: 41						mji
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B044	282818	21-Mar-1995	SM5231	22-Mar-1995	21-Mar-2005	PFK
Owner:			Classes: 42						mji

DAVE & BU
DESIGN

Owner: DA

Country: TN Tunisia

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE & BUSTER'S AND DESIGN	D&B	Registered	D&B065	EE97.1453	23-Sep-1997	EE97.1453	23-Sep-1997	23-Sep-2012	PFK
Owner:			Classes: 41,42						mji

Country: GB United Kingdom

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BEST OF TIMES	D&B	Registered	D&B074		04-Jan-1996	2050165	04-Jan-1996	04-Jan-2006	PFK
Owner: DAVE & BUSTER'S I, L.P.			**Classes:** 41, 42						MJI
D&B DAVE & BUSTER'S AND DESIGN	D&B	Registered	D&B073		04-Dec-1995	2047451	04-Dec-1995	04-Dec-2005	PFK
Owner:			**Classes:** 25						MJI
D&B DAVE AND BUSTER'S & DESIGN	D&B	Registered	D&B011	1550107	31-Oct-1994	1550107	31-Oct-1994	31-Oct-2004	PFK
Owner:			**Classes:** 41						mji
D&B DAVE AND BUSTER'S AND DES	D&B	Registered	D&B028	2009251	27-Jan-1995	2009251	27-Jan-1995	27-Jan-2005	PFK
Owner:			**Classes:** 42						mji
D&B DAVE AND BUSTER'S NO PLACE	D&B	Registered	D&B072		04-Jan-1996	2050163	04-Jan-1996	04-Jan-2006	PFK
Owner:			**Classes:** 41, 42:@PLACE QUITE						mji

Country: VE Venezuela

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
D&B DAVE AND BUSTER'S & DESIGN	D&B	Published	D&B007	22009/93	07-Dec-1993				PFK
Owner:			Classes: 41						mji
D&B DAVE AND BUSTER'S DESIGN	D&B	Published	D&B042	2993-95	07-Mar-1995				PFK
Owner:			Classes: 42						mji

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, DAVE & BUSTER'S I, L.P., a limited partnership organized and existing under the laws of the State of Texas, having a place of business at 2481 Manana Drive, Dallas, Texas 75220 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this __ day of _____, 2____

DAVE & BUSTERS I, L.P.

By: DAVE & BUSTER'S, INC., its general partner

By: _____
Name:
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the _____ day of _____, 2____.

_____

By: _____
Name:
Title:

STATE OF TEXAS _____)
) ss.
COUNTY OF _____)

On this the ___ day of July, 2000, before me appeared _____, the person who signed this instrument, who acknowledged that he is the _____ of DAVE & BUSTER'S, INC. and that being duly authorized he signed such instrument as a free act on behalf of DAVE & BUSTER'S, INC. as general partner of DAVE & BUSTERS I., L.P.

_____
Notary Public

[Seal]

My commission expires:

BUSDOCS:858458.4

Annex A

Trademarks and Trademark Registrations

Owner	Trademark or Service Mark	Registrations -- United States Patent and Trademark Office Registration No.	Registration Date
Dave & Buster's I, L.P.	D & B	1491690	07-Jun-1988
Dave & Buster's I, L.P.	Dave & Buster's	1491691	07-Jun-1988
Dave & Buster's I, L.P.	D & B	1492658	14-Jun-1988
Dave & Buster's I, L.P.	Dave & Buster's	1493618	21-Jun-1988
Dave & Buster's I, L.P.	There's No Place Quite Like It	1494597	28-Jun-1988
Dave & Buster's I, L.P.	The Best of Times	1513105	15-Nov-1988
Dave & Buster's I, L.P.	D & B Dave and Buster's and Design	1543908	13-Jun-1989
Dave & Buster's I, L.P.	There's No Place Quite Like It	2011447	29-Oct-1996
Dave & Buster's I, L.P.	D&B Dave and Buster's and Design	2228792	02-Mar-1999
Dave & Buster's I, L.P.	There's No Place Quite Like It	2307083	11-Jan-2000
Dave & Buster's I, L.P.	Power Card	2332153	21-Mar-2000

Owner	Trademark or Service Mark	Pending Applications -- United States Patent and Trademark Office Application No.	Filing Date
Dave & Buster's I, L.P.	Power Card	75/170990	24-Sep-1996
Dave & Buster's I, L.P.	DANB	75/264074	26-Mar-1997