

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Midway Home Entertainment Inc.		03/03/2004	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 45**

Property Type	Number	Word Mark
Serial Number:	75695917	BUTCHER BROWN
Serial Number:	75926322	CAPTAIN JOHNNY TURBINE
Serial Number:	78216800	CAREER CRIMINAL
Serial Number:	76022302	CHAUNCY BILLINGSWORTH III
Serial Number:	75926321	CHIP BUCKLEY
Serial Number:	75828704	DEUCE
Serial Number:	78124899	DOOMSDAY RESCUE
Serial Number:	75941027	FERGUS "ROWDY" O'RILEY
Serial Number:	78056478	FIREBLADE
Serial Number:	75941029	FREAK E. DEKE
Serial Number:	75926317	FREAKY FLYERS
Serial Number:	75941025	FREEDOM BROCK
Serial Number:	78146421	FREEFORMER
Serial Number:	78129496	FREESTYLE: METAL X

OP \$1140.00 75695917

Serial Number:	75941032	G.C. THUNDER
Serial Number:	76075450	JOHNNY BAD BLOOD
Serial Number:	78273136	LT. NICK CROSS
Serial Number:	75941026	MAMA TUA
Serial Number:	75926315	PVT. CHAUNCY BILLINGSWORTH III
Serial Number:	75941028	QUEEN SHANIQUOI
Serial Number:	78233602	ROADKILL
Serial Number:	75926320	SAMMY WASABI
Serial Number:	78179367	THE SUFFERING
Serial Number:	78133396	TORQUE
Serial Number:	75926316	TRACI TORPEDOES
Registration Number:	2486051	4 WHEEL THUNDER
Registration Number:	2719582	AFRO THUNDER
Registration Number:	2424103	ARCADE PARTY PAK
Registration Number:	2443470	BILLY BOB'S HUNTIN 'N' FISHIN
Registration Number:	2311515	BIOFREAKS
Registration Number:	2280104	CHOPPER ATTACK
Registration Number:	2640059	FURIOUS FAZ MOTAR
Registration Number:	2327235	GAMER'S SELECT VALUE PRICE
Registration Number:	2672920	HITZ
Registration Number:	2333508	HYDRO THUNDER
Registration Number:	2367136	HYDRO THUNDER
Registration Number:	2681600	JOEY T
Registration Number:	2764546	KEMO CLAW
Registration Number:	2654776	LEGION: LEGEND OF EXCALIBUR
Registration Number:	2209681	MOON PATROL
Registration Number:	2596608	NO REFS. NO RULES. NO MERCY.
Registration Number:	2509628	OFF ROAD CHALLENGE
Registration Number:	2131011	OFF ROAD CHALLENGE
Registration Number:	2688784	THE PUZZLE ADDICT'S GAME PACK
Registration Number:	2562548	WILD "STUBBY" CORLEY

CORRESPONDENCE DATA

Fax Number: (312)863-7812

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-863-7190  
Email: nathaniel.panek@goldbergkohn.com  
Correspondent Name: Nathaniel Panek  
Address Line 1: 55 East Monroe St.  
Address Line 2: Ste. 3700  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.080
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NAME OF SUBMITTER:	Nathaniel Panek
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Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 3<sup>rd</sup> day of March, 2004, is by and between **MIDWAY HOME ENTERTAINMENT INC.**, a Delaware corporation ("Grantor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation ("Agent"), as administrative agent for the Lenders (as defined below).

### W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith among Grantor, Midway Amusement Games, LLC, a Delaware limited liability company ("MAG," Grantor and MAG are referred hereafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), certain credit parties from time to time party thereto, the lenders from time to time party thereto ("Lenders") and Agent, as a lender, the arranger and as administrative agent for the Lenders (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agent and the Lenders have agreed to make certain loans to Borrowers and to extend certain other financial accommodations to or for the benefit of Borrowers;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Agent, on behalf of itself and the Lenders, agree as follows:

1. Incorporation of Loan Agreement; Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, on behalf of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent-to-use" applications until an amendment to allege use or a verified statement of use has been filed with respect to such applications), including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect

to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Grantor's business connected with the use of and symbolized by the trademarks (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Grantor.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. At any time an Event of Default exists or has occurred and is continuing, Agent shall have all rights and remedies provided in this Agreement, the other Loan Documents, the Uniform Commercial Code and other applicable law, all of which rights and remedies may be exercised without notice to or consent by Grantor, except as such notice or consent is expressly provided for hereunder or in the Loan Agreement or as required by applicable law. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent and the Lenders under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent and Lenders and their successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

[REDACTED]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

**MIDWAY HOME ENTERTAINMENT INC.**

By: Th E. Powell  
Name: THOMAS POWELL  
Title: SVP Finance, CFO, Treasurer

Accepted and Agreed to  
as of the date first written above:

**WELLS FARGO FOOTHILL, INC., as Agent**

By: Bill R. George  
Title: Vice President

## SCHEDULE A

### TRADEMARK REGISTRATIONS

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
4 WHEEL THUNDER	2486051	9/4/01
AFRO THUNDER	2719582	5/27/03
ARCADE PARTY PAK	2424103	1/23/01
BILLY BOB'S HUNTIN 'N' FISHIN	2443470	4/10/01
BIOFREAKS	2311515	1/25/00
CHOPPER ATTACK	2280104	9/21/99
FURIOUS FAZ MOTAR	2640059	10/22/02
GAMER'S SELECT VALUE PRICE	2327235	3/7/00
HITZ	2672920	1/7/03
HYDRO THUNDER	2333508	3/21/00
HYDRO THUNDER	2367136	7/11/00
JOEY T	2681600	1/28/03
KEMO CLAW	2764546	9/16/03
LEGION: LEGEND OF EXCALIBUR	2654776	11/26/02
MOON PATROL	2209681	12/8/98
NO REFS. NO RULES. NO MERCY.	2596608	7/23/02
OFF ROAD CHALLENGE	2509628	11/10/01
OFF ROAD CHALLENGE	2131011	1/20/98
THE PUZZLE ADDICT'S GAME PACK	2688784	2/18/03
WILD "STUBBY" CORLEY	2562548	4/16/02

**TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Serial No.</b>	<b>Application Date</b>
BUTCHER BROWN	75/695,917	4/29/99
CAPTAIN JOHNNY TURBINE	75/926,322	2/23/00
CAREER CRIMINAL	78/216,800	2/20/03
CHAUNCY BILLINGSWORTH III	76/022,302	4/10/00
CHIP BUCKLEY	75/926,321	2/23/00
DEUCE	75/828,704	10/20/99
DOOMSDAY RESCUE	78/124,899	4/29/02
FERGUS "ROWDY" O'RILEY	75/941,027	3/10/00
FIREBLADE	78/056,478	4/4/01
FREAK E. DEKE	75/941,029	3/10/00
FREAKY FLYERS	75/926,317	2/23/00
FREEDOM BROCK	75/941,025	3/10/00
FREEFORMER	78/146,421	7/23/02
FREESTYLE: METAL X	78/129,496	5/17/02
G.C. THUNDER	75/941,032	3/10/00
JOHNNY BAD BLOOD	76/075,450	6/22/00
LT. NICK CROSS	78/273,136	7/11/03
MAMA TUA	75/941,026	3/10/00
PVT. CHAUNCY BILLINGSWORTH III	75/926,315	2/23/00
QUEEN SHANIQUOI	75/941,028	3/10/00
ROADKILL	78/233,602	4/3/03
SAMMY WASABI	75/926,320	2/23/00
THE SUFFERING	78/179,367	10/29/02
TORQUE	78/133,396	6/5/02
TRACI TORPEDOES	75/926,316	2/23/00