

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 Games West Inc.		03/03/2004	CORPORATION: CALIFORNIA

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: 29

Property Type	Number	Word Mark
Serial Number:	78289323	AREA 51
Serial Number:	78336030	R.B.I.
Serial Number:	78373315	
Registration Number:	2443172	720
Registration Number:	2276262	AREA 51
Registration Number:	2006670	AREA 51
Registration Number:	2324771	CALIFORNIA SPEED
Registration Number:	2243917	CALIFORNIA SPEED
Registration Number:	2730944	DR. MUTO
Registration Number:	1958216	GAUNTLET
Registration Number:	1838770	HARD DRIVIN'
Registration Number:	1693225	KLAX
Registration Number:	2471792	MACE THE DARK AGE
Registration Number:	2237194	MARBLE MADNESS

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Registration Number:	2168298	MAXIMUM FORCE
Registration Number:	1746845	PAPERBOY
Registration Number:	1366860	PAPERBOY
Registration Number:	2065181	PRIMAL RAGE
Registration Number:	1987485	PRIMAL RAGE
Registration Number:	2066087	R.B.I.
Registration Number:	1727125	RACE DRIVIN'
Registration Number:	1686544	RACE DRIVIN'
Registration Number:	1813008	RAMPART
Registration Number:	2476742	ROAD BURNERS
Registration Number:	2191354	SAN FRANCISCO RUSH EXTREME RACING
Registration Number:	2327311	SITE 4
Registration Number:	2179263	SLASH FANG
Registration Number:	2300654	VAPOR TRX
Registration Number:	2496667	WAR. FINAL ASSAULT

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 Street
Address Line 2: Ste. 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.080
NAME OF SUBMITTER:	Nathaniel Panek

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 3rd day of March, 2004, is by and between **MIDWAY GAMES WEST INC.**, a California 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 Home Entertainment Inc., a Delaware corporation ("Midway"), Midway Amusement Games, LLC, a Delaware limited liability company ("MAG," Midway 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.

[Signature page follows]

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

MIDWAY GAMES WEST INC.

By: TH EDONLL
Name: THOMAS EDONLL
Title: EUP Finance, CFO, Treasurer

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

WELLS FARGO FOOTHILL, INC., as Agent

By: [Signature]
Title: Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
720	2443172	4/10/01
AREA 51	2276262	9/7/99
AREA 51	2006670	10/8/96
CALIFORNIA SPEED	2324771	2/29/00
CALIFORNIA SPEED	2243917	5/4/99
DR. MUTO	2730944	6/24/03
GAUNTLET	1958216	2/27/96
HARD DRIVIN'	1838770	6/7/94
KLAX	1693225	6/9/92
MACE THE DARK AGE	2471792	7/24/01
MARBLE MADNESS	2237194	4/6/99
MAXIMUM FORCE	2168298	6/23/98
PAPERBOY	1746845	1/19/93
PAPERBOY	1366860	10/22/85
PRIMAL RAGE	2065181	5/27/97
PRIMAL RAGE	1987485	7/16/96
R.B.I.	2066087	6/3/97
RACE DRIVIN'	1727125	10/27/92
RACE DRIVIN'	1686544	5/12/92
RAMPART	1813008	12/21/93
ROAD BURNERS	2476742	8/7/01
SAN FRANCISCO RUSH EXTREME RACING	2191354	9/22/98
SITE 4	2327311	3/7/00
SLASH FANG	2179263	8/4/98
VAPOR TRX	2300654	12/14/99
WAR FINAL ASSAULT	2496667	10/9/01

TRADEMARK APPLICATIONS

Mark	Serial No.	Application Date
AREA 51	78/289,323	8/19/03
R.B.I.	78/336,030	12/3/03
SPECIALIST ETHAN COLE	78/373,315	2/24/04