Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Dave & Buster's, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation-State
☐ Other

Citizenship (see guidelines) Missouri

Execution Date(s) 11/1/2004

Additional names of conveying parties attached? ☑ Yes ☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: Bank of America, N.A., as Agent

Internal Address:

Street Address: 100 Federal Street

City: Boston

State: MA

Country: USA Zip: 02110

☐ Association Citizenship Missouri
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☑ Other Bank Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional sheet(s) attached? ☑ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Stacey Farrell

Internal Address: BIngham McCutchen LLP

Street Address: 150 Federal Street

City: Boston

State: MA Zip: 02110

Phone Number: 617-951-8104

Fax Number: 617-951-8736

Email Address: stacey.farrell@bingham.com

6. Total number of applications and registrations involved: 32

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 830.00

☑ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 8906
Expiration Date 10/07

b. Deposit Account Number

Authorized User Name

9. Signature:

Signature

November 3, 2004
Date

Stacey Farrell
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 43

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP $816.00 76567735

Recordation Form Cover Sheet
TRADEMARKS

ITEM 1 (continuing information)
Name of convening party (ies):

Dave & Buster's I, L.P.
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.
D&B Realty Holding, Inc.
Dave & Buster's of Hawaii. Inc.
D&B Leasing, Inc.
Dave & Buster's Management Corporation, Inc.
Tango Acquisition, Inc.
Tango Entertainment Management Corporation
Tango License Corporation
Tango of Arizona, Inc.
Tango of Arundel, Inc.
Tango of Farmingdale, Inc.
Tango of Franklin, Inc.
Tango of Houston, Inc.
Tango of Minnesota, Inc.
Tango of North Carolina, Inc.
Tango of Sugarloaf, Inc.
Tango of Tennessee, Inc.
Tango of Westbury, Inc.

SCHEDULE A
Trademarks and Trademark Registrations

Assignor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications.

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
	Registration No.	Registration Date
Dave & Buster's	2759614	9/2/2003
D&B Dave & Buster's	2759615	9/2/2003
Big Time Fun	2592579	7/9/2002
Power Hour	2579904	6/11/2002
The Best of Times	2535689	2/5/2002
(Design)	2627192	10/1/2002
Power Card	2332153	3/21/2000
There's No Place Quite Like It	2307083	1/11/2000
DANB	2189956	9/15/1998
Power Card	2385866	9/12/2000
D&B Dave & Buster's (Design)	2228792	3/2/1999
There's No Place Quite Like It	2011447	10/29/1996
Dave & Buster's D&B	1543908	6/13/1989
There's No Place Quite Like It	1494597	6/28/1988
The Best of Times	1513105	11/15/1988
Dave & Buster's	1493618	6/21/1988
Dave & Buster's	1491691	6/7/1988
D&B	1492658	6/14/1988
D&B	1491690	6/7/1988
Atlas Dance	2426566	2/6/2001
Eat Drink Play	2744630	8/5/2003
Jillian's Eat Drink Play (Design)	2412190	12/12/2000
Groove Shack	2440449	4/3/2001
Hi-Life Lanes (Design)	2412195	12/12/2000
Jillian's	2264862	7/27/1999
Jillian's	1625291	11/27/1990
America Live	1819336	2/1/1994
Knuckleheads The Comedy Club Fun Food Spirits (Design)	1930750	10/31/1995
Original Sports Bar	1667277	12/03/1991
Original Sports Bar	1509621	10/18/1988

Trademark Applications

Assignor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications.

Trademark or Service Mark	Applications -- United States Patent and Trademark Office	
	Serial No.	Filing Date
Power Club	76567735	4/20/2004
Recess Is Calling	76587539	12/31/2003

SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of November 1, 2004, among **DAVE & BUSTER'S, INC.**, a Missouri corporation ("DBI"), **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, **DAVE & BUSTER'S OF HAWAII, INC.**, a Hawaii corporation, **D&B LEASING, INC.**, a Texas corporation, **DAVE & BUSTER'S MANAGEMENT CORPORATION, INC.**, a Delaware corporation, **TANGO ACQUISITION, INC.**, a Delaware corporation, **TANGO ENTERTAINMENT MANAGEMENT CORPORATION**, a Delaware corporation, **TANGO LICENSE CORPORATION**, a Delaware corporation, **TANGO OF ARIZONA, INC.**, a Delaware corporation, **TANGO OF ARUNDEL, INC.**, a Delaware corporation, **TANGO OF FARMINGDALE, INC.**, a Delaware corporation, **TANGO OF FRANKLIN, INC.**, a Delaware corporation, **TANGO OF HOUSTON, INC.**, a Delaware corporation, **TANGO OF MINNESOTA, INC.**, a Delaware corporation, **TANGO OF NORTH CAROLINA, INC.**, a Delaware corporation, **TANGO OF SUGARLOAF, INC.**, a Delaware corporation, **TANGO OF TENNESSEE, INC.**, a Delaware corporation, **TANGO OF WESTBURY, INC.**, a Delaware corporation and each of the other Subsidiaries which shall from time to time become a party hereto in accordance with §9.16 of the Credit Agreement (each an "Assignor," collectively, the "Assignors"), and **BANK OF AMERICA, N.A.**, a national banking association (as successor in interest to Fleet National Bank in its capacity as agent, administrative agent and collateral agent), as agent, administrative agent and collateral agent (hereinafter, in such capacity, the "Agent") for (a) itself and the other lending institutions (hereinafter, collectively, the "Domestic Lenders") listed from time to time on Schedule 1 to that certain Amended and Restated Revolving Credit and Term Loan Agreement of even date herewith (as amended, restated and in effect from time to time, the "Credit Agreement"), and (b) the lending institutions listed from time to time on Schedule 2 to the Credit Agreement (hereinafter, collectively the "Canadian Lenders" and together with the Domestic Lenders, the "Lenders"), among the Domestic Borrowers, **6131646 CANADA INC.**, a Canadian corporation (the "Canadian Borrower" and, together with the Domestic Borrowers, the "Borrowers"), the Lenders, **Fleet National Bank** as issuing bank solely in respect of the Existing Letters of Credit (as defined in the Credit Agreement), and the Agent.

WHEREAS, certain of the Assignors entered into an Amended and Restated Revolving Credit and Term Loan Agreement dated as of October 29, 2003 (as heretofore amended, the "Former Credit Agreement") with Fleet National Bank as administrative agent, and the financial institutions party thereto pursuant to which such financial institutions, subject to the terms and conditions contained therein, provided certain financial accommodations to the Assignors;

WHEREAS, the Former Credit Agreement has been amended and restated in its entirety by the Credit Agreement, as set forth therein and shall remain in full force and effect only as set forth therein;

WHEREAS, pursuant to an Amended and Restated Security Agreement dated as of October 29, 2003 (as amended and in effect from time to time, the "Former Security Agreement"), certain of the Assignors have granted to the Agent for the benefit of certain of the Lenders and the Agent, a lien on and security interest in all of their assets in order to secure the payment and performance in full of all of the Obligations;

WHEREAS, the Former Security Agreement has been amended and restated in its entirety by the Domestic Security Agreement dated as of even date herewith among the Assignors and the Agent (as amended and in effect from time to time, the "Domestic Security Agreement"), as set forth therein and shall remain in full force and effect only as set forth therein;

WHEREAS, pursuant to an Amended and Restated Trademark Collateral Security and Pledge Agreement dated as of October 29, 2003 (as amended and in effect from time to time, the "Former Trademark Agreement"), certain of the Assignors have granted to the Agent for the benefit of certain of the Lenders and the Agent, a lien on and security interest in all of their assets in order to secure the payment and performance in full of all of the Obligations;

WHEREAS, each of the Assignors has, pursuant to and subject to the terms and conditions of the Guaranty dated as of October 29, 2003 (the "Former Guaranty"), guaranteed the Canadian Borrower's Canadian Obligations to the Canadian Lenders and the Agent;

WHEREAS, each of the Assignors and the Agent wish to continue and confirm the grants of liens and security interests by each of the Assignors in favor of the Agent for the benefit of the Domestic Lenders and the Agent as set forth in the Former Trademark Agreement, and to continue and confirm the grants of liens and security interests by each of the Assignors in favor of the Agent for the benefit of the Canadian Lenders and the Agent as set forth in the Former Guaranty, and to grant to the Agent for the benefit of the Canadian Lenders and the Agent a lien on and 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);

WHEREAS, each of the Assignors and the Agent now wish to amend and restate the Former Trademark Agreement for the benefit of the Lenders and the Agent as herein provided, which shall supersede the Former Trademark Agreement;

WHEREAS, each of the Assignors, the Domestic Lenders and the Agent wish to acknowledge and agree that each reference to Fleet National Bank or Agent, however so defined, in the Former Trademark Agreement and the Former Guaranty shall hereby be deemed to be references to Bank of America, N.A. or the Agent under the Credit Agreement;

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

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

NOW, THEREFORE, in consideration of the promises 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 Domestic 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 Second Amended and Restated 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 (a) ratifies and affirms the grant and pledge of security interests made pursuant to the Former Trademark Agreement, and (b) to the extent not covered in clause (a), unconditionally grants to the Agent, for the benefit of the Lenders 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 Lenders 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 Domestic 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 (a) hereby ratifies and affirms the grant and pledge of security interests made pursuant to the Former Trademark Agreement, and (b) to the extent not covered in clause (a), grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Lenders 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 Domestic 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 Domestic Security Agreement. Pursuant to the Domestic Security Agreement each Assignor has (a) ratified and affirmed the grant and pledge of security interests made pursuant to the Former Domestic Security Agreement, and (b) granted to the Agent, for the benefit of the Lenders and the Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Domestic 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, 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 Domestic Security Agreement, the security interest of the Agent in the Collateral (including the Pledged Trademarks) pursuant to the Domestic 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 Domestic 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 Domestic 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 Domestic 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

Domestic 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 proper filing office in each Assignor's jurisdiction of incorporation or organization 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 Lenders 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 Domestic 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 1 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 Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Agent or any Lender 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 Lender 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 Domestic 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 State of New York, 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 Domestic 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 Lenders 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 Domestic 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 Domestic 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 LENDER 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 LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT OR ANY LENDER 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 of America or Canadian registered or certified first class mail, postage prepaid, sent by overnight courier, or sent by facsimile and confirmed by delivery via overnight courier or overnight postal service, addressed as follows:

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

(b) if to the Agent, at 100 Federal Street, Boston, Massachusetts 02110, USA, Attention: Alexandra Burke, Director, or such other address for notice as the Agent shall last have furnished in writing to the Person giving the notice; and

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, overnight courier or facsimile to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer or the sending of such facsimile and (ii) if sent by registered or certified first-class mail, postage prepaid, on the third Business Day following the mailing thereof.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Agent (with the consent of the Required Lenders) 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 Required Lenders. 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 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW). Each Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York 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 Lender nor any representative, agent or attorney of the Agent or any Lender has represented, expressly or otherwise, that the Agent or any Lender 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 Lender is a party, the Agent and the Lenders 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 Lenders 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 Domestic Security Agreement, the provisions of the Credit Agreement or the Domestic 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.

22. TRANSITIONAL ARRANGEMENTS.

This Trademark Agreement shall amend and restate in its entirety the Former Trademark Agreement on the Closing Date. On the Closing Date, all the rights and obligations of the respective parties under the Former Trademark Agreement shall be subsumed within and governed by this Trademark Agreement; provided, that the provisions of the Former Trademark Agreement shall remain in full force and effect prior to the Closing Date, and that the security interests granted pursuant to the Former Trademark Agreement shall continue to be in effect hereunder as set forth in §2.1.

[Remainder of page intentionally left blank]

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

DAVE & BUSTER'S, INC.

By: _____
Name: W.C. Hammett, Jr.
Title: Senior Vice President & Chief Financial Officer

DAVE & BUSTER'S, L.P.

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

By: _____
Name: W.C. Hammett, Jr.
Title: Senior Vice President & Chief Financial Officer

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.
D&B REALTY HOLDING, INC.
DAVE & BUSTER'S OF HAWAII, INC.
D&B LEASING, INC.

By: _____
Name: W.C. Hammett, Jr.
Title: Vice President

DAVE & BUSTER'S MANAGEMENT CORPORATION, INC.
TANGO ACQUISITION, INC.
TANGO ENTERTAINMENT MANAGEMENT CORPORATION
TANGO LICENSE CORPORATION
TANGO OF ARIZONA, INC.
TANGO OF ARUNDEL, INC.
TANGO OF FARMINGDALE, INC.
TANGO OF FRANKLIN, INC.
TANGO OF HOUSTON, INC.
TANGO OF MINNESOTA, INC.
TANGO OF NORTH CAROLINA, INC.
TANGO OF SUGARLOAF, INC.
TANGO OF TENNESSEE, INC.
TANGO OF WESTBURY, INC.

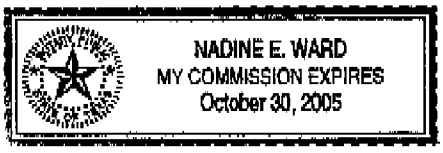
By: _____
Name: W.C. Hammett, Jr.
Title: Vice President & Secretary

BANK OF AMERICA, N.A., as Agent

By: _____
Name: Alexandra A. Burke
Title: Director

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

I, the undersigned, a Notary Public in and for the County of Dallas, Texas, do hereby certify that on the 28th day of October, 2004, personally appeared before me W.C. Hammett, Jr., Senior Vice President & Chief Financial Officer of DAVE & BUSTER'S, INC., who, being by me duly sworn, declared that he is the person who signed the foregoing instrument on behalf of said corporation both on its own behalf and as general partner of DAVE & BUSTER'S I, L.P. and that the statements therein contained are true.



[Seal]

Notary Public State of Texas,
County of Dallas
My commission expires:

(Acknowledgment Page to Trademark Collateral Security and Pledge Agreement)

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

I, the undersigned, a Notary Public in and for the County of Dallas, Texas, do hereby certify that on the 28th day of October, 2004, personally appeared before me W.C. Hammett, Jr., Vice President and Secretary of DAVE & BUSTER'S MANAGEMENT CORPORATION, INC., TANGO ACQUISITION, INC., TANGO ENTERTAINMENT MANAGEMENT CORPORATION, TANGO LICENSE CORPORATION, TANGO OF ARIZONA, INC., TANGO OF ARUNDEL, INC., TANGO OF FARMINGDALE, INC., TANGO OF FRANKLIN, INC., TANGO OF HOUSTON, INC., TANGO OF MINNESOTA, INC., TANGO OF NORTH CAROLINA, INC., TANGO OF SUGARLOAF, INC., TANGO OF TENNESSEE, INC., and TANGO OF WESTBURY, INC., who, being by me duly sworn, declared that he is the person who signed the foregoing instrument on behalf of said corporations and that the statements therein contained are true.

NADINE E. WARD
MY COMMISSION EXPIRES
October 30, 2005

[Seal]

Nadine E. Ward
Notary Public State of Texas,
County of Dallas
My commission expires:

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

I, the undersigned, a Notary Public in and for the County of Dallas, Texas, do hereby certify that on the 28th day of October, 2004, personally appeared before me W.C. Hammett, Jr., Vice President 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., D&B REALTY HOLDING, INC., DAVE & BUSTER'S OF HAWAII, INC., and D&B LEASING, INC., who, being by me duly sworn, declared that he is the person who signed the foregoing instrument on behalf of said corporations and that the statements therein contained are true.

NADINE E. WARD
MY COMMISSION EXPIRES
October 30, 2005

[Seal]

Notary Public State of Texas,
County of Dallas
My commission expires:

SCHEDULE A
Trademarks and Trademark Registrations

Assignor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications.

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
	Registration No.	Registration Date
Dave & Buster's	2759614	9/2/2003
D&B Dave & Buster's	2759615	9/2/2003
Big Time Fun	2592579	7/9/2002
Power Hour	2579904	6/11/2002
The Best of Times	2535689	2/5/2002
(Design)	2627192	10/1/2002
Power Card	2332153	3/21/2000
There's No Place Quite Like It	2307083	1/11/2000
DANB	2189956	9/15/1998
Power Card	2385866	9/12/2000
D&B Dave & Buster's (Design)	2228792	3/2/1999
There's No Place Quite Like It	2011447	10/29/1996
Dave & Buster's D&B	1543908	6/13/1989
There's No Place Quite Like It	1494597	6/28/1988
The Best of Times	1513105	11/15/1988
Dave & Buster's	1493618	6/21/1988
Dave & Buster's	1491691	6/7/1988
D&B	1492658	6/14/1988
D&B	1491690	6/7/1988
Atlas Dance	2426566	2/6/2001
Eat Drink Play	2744630	8/5/2003
Jillian's Eat Drink Play (Design)	2412190	12/12/2000
Groove Shack	2440449	4/3/2001
Hi-Life Lanes (Design)	2412195	12/12/2000
Jillian's	2264862	7/27/1999
Jillian's	1625291	11/27/1990
America Live	1819336	2/1/1994
Knuckleheads The Comedy Club Fun Food Spirits (Design)	1930750	10/31/1995
Original Sports Bar	1667277	12/03/1991
Original Sports Bar	1509621	10/18/1988

Trademark Applications

Assignor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications.

Trademark or Service Mark	Applications -- United States Patent and Trademark Office	
	Serial No.	Filing Date
Power Club	76567735	4/20/2004
Recess Is Calling	76587539	12/31/2003

EXHIBIT 1

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

WHEREAS, DAVE & BUSTER'S, INC., a corporation organized and existing under the laws of the State of Missouri, 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 [_____, _____].

[_____]

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 [_____, _____].

[_____]

By: _____
Name:
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

On this the [___] day of [_____,_____], before me appeared [_____], the person who signed this instrument, who acknowledged that he is the [_____] of [_____] and that being duly authorized he signed such instrument as a free act on behalf of [_____].

_____
Notary Public
My commission expires:

[Seal]

Annex

Trademarks and Trademark Registrations

Assignor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications.

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
	Registration No.	Registration Date
Dave & Buster's	2759614	9/2/2003
D&B Dave & Buster's	2759615	9/2/2003
Big Time Fun	2592579	7/9/2002
Power Hour	2579904	6/11/2002
The Best of Times	2535689	2/5/2002
(Design)	2627192	10/1/2002
Power Card	2332153	3/21/2000
There's No Place Quite Like It	2307083	1/11/2000
DANB	2189956	9/15/1998
Power Card	2385866	9/12/2000
D&B Dave & Buster's (Design)	2228792	3/2/1999
There's No Place Quite Like It	2011447	10/29/1996
Dave & Buster's D&B	1543908	6/13/1989
There's No Place Quite Like It	1494597	6/28/1988
The Best of Times	1513105	11/15/1988
Dave & Buster's	1493618	6/21/1988
Dave & Buster's	1491691	6/7/1988
D&B	1492658	6/14/1988
D&B	1491690	6/7/1988
Atlas Dance	2426566	2/6/2001
Eat Drink Play	2744630	8/5/2003
Jillian's Eat Drink Play (Design)	2412190	12/12/2000
Groove Shack	2440449	4/3/2001
Hi-Life Lanes (Design)	2412195	12/12/2000
Jillian's	2264862	7/27/1999
Jillian's	1625291	11/27/1990
America Live	1819336	2/1/1994
Knuckleheads The Comedy Club Fun Food Spirits (Design)	1930750	10/31/1995
Original Sports Bar	1667277	12/03/1991
Original Sports Bar	1509621	10/18/1988

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Trademark or Service Mark	Applications -- United States Patent and Trademark Office	
	Serial No.	Filing Date
Power Club	76567735	4/20/2004
Recess Is Calling	76587539	12/31/2003

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 [_____, _____].

[_____]

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 [_____, _____].

[_____]

By: _____
Name:
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

On this the [___] day of [_____,_____], before me appeared [_____], the person who signed this instrument, who acknowledged that he is the [_____] of [_____] and that being duly authorized he signed such instrument as a free act on behalf of [_____] as general partner of [_____].

_____
Notary Public
My commission expires:

[Seal]

Annex

Trademarks and Trademark Registrations

Assignor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications.

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The Best of Times	2535689	2/5/2002
(Design)	2627192	10/1/2002
Power Card	2332153	3/21/2000
There's No Place Quite Like It	2307083	1/11/2000
DANB	2189956	9/15/1998
Power Card	2385866	9/12/2000
D&B Dave & Buster's (Design)	2228792	3/2/1999
There's No Place Quite Like It	2011447	10/29/1996
Dave & Buster's D&B	1543908	6/13/1989
There's No Place Quite Like It	1494597	6/28/1988
The Best of Times	1513105	11/15/1988
Dave & Buster's	1493618	6/21/1988
Dave & Buster's	1491691	6/7/1988
D&B	1492658	6/14/1988
D&B	1491690	6/7/1988
Atlas Dance	2426566	2/6/2001
Eat Drink Play	2744630	8/5/2003
Jillian's Eat Drink Play (Design)	2412190	12/12/2000
Groove Shack	2440449	4/3/2001
Hi-Life Lanes (Design)	2412195	12/12/2000
Jillian's	2264862	7/27/1999
Jillian's	1625291	11/27/1990
America Live	1819336	2/1/1994
Knuckleheads The Comedy Club Fun Food Spirits (Design)	1930750	10/31/1995
Original Sports Bar	1667277	12/03/1991
Original Sports Bar	1509621	10/18/1988

Trademark Applications

Assignor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications.

Trademark or Service Mark	Applications -- United States Patent and Trademark Office	
	Serial No.	Filing Date
Power Club	76567735	4/20/2004
Recess Is Calling	76587539	12/31/2003

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

WHEREAS, DAVE & BUSTER'S, INC., a corporation organized and existing under the laws of the State of Missouri, 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 _____, _____.

DAVE & BUSTER'S, INC.

By: _____
Name: W.C. Hammett, Jr.
Title: Senior Vice President & Chief Financial Officer

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 ___ _____, _____.

_____

By: _____
Name:
Title:

(Signature Page to Trademark Assignment)

STATE OF _____)
) ss.
COUNTY OF _____)

On this the ____ day of _____,_____, 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.

_____
Notary Public
My commission expires:

[Seal]

Annex

Trademarks and Trademark Registrations

Assignor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications.

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
	Registration No.	Registration Date
Dave & Buster's	2759614	9/2/2003
D&B Dave & Buster's	2759615	9/2/2003
Big Time Fun	2592579	7/9/2002
Power Hour	2579904	6/11/2002
The Best of Times	2535689	2/5/2002
(Design)	2627192	10/1/2002
Power Card	2332153	3/21/2000
There's No Place Quite Like It	2307083	1/11/2000
DANB	2189956	9/15/1998
Power Card	2385866	9/12/2000
D&B Dave & Buster's (Design)	2228792	3/2/1999
There's No Place Quite Like It	2011447	10/29/1996
Dave & Buster's D&B	1543908	6/13/1989
There's No Place Quite Like It	1494597	6/28/1988
The Best of Times	1513105	11/15/1988
Dave & Buster's	1493618	6/21/1988
Dave & Buster's	1491691	6/7/1988
D&B	1492658	6/14/1988
D&B	1491690	6/7/1988
Atlas Dance	2426566	2/6/2001
Eat Drink Play	2744630	8/5/2003
Jillian's Eat Drink Play (Design)	2412190	12/12/2000
Groove Shack	2440449	4/3/2001
Hi-Life Lanes (Design)	2412195	12/12/2000
Jillian's	2264862	7/27/1999
Jillian's	1625291	11/27/1990
America Live	1819336	2/1/1994
Knuckleheads The Comedy Club Fun Food Spirits (Design)	1930750	10/31/1995
Original Sports Bar	1667277	12/03/1991
Original Sports Bar	1509621	10/18/1988

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Trademark or Service Mark	Applications -- United States Patent and Trademark Office	
	Serial No.	Filing Date
Power Club	76567735	4/20/2004
Recess Is Calling	76587539	12/31/2003

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 _____, _____.

DAVE & BUSTER'S I, L.P.

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

By: _____
Name: W.C. Hammett, Jr.
Title: Senior Vice President & Chief Financial Officer

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 , _____.

By: _____
Name:
Title:

(Signature Page to Trademark Assignment)

STATE OF _____)
) ss.
COUNTY OF _____)

On this the ___ day of _____,_____, 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 & Buster's I, L.P.

_____
Notary Public
[Seal] My commission expires:

Annex

Trademarks and Trademark Registrations

Assignor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications.

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Power Hour	2579904	6/11/2002
The Best of Times	2535689	2/5/2002
(Design)	2627192	10/1/2002
Power Card	2332153	3/21/2000
There's No Place Quite Like It	2307083	1/11/2000
DANB	2189956	9/15/1998
Power Card	2385866	9/12/2000
D&B Dave & Buster's (Design)	2228792	3/2/1999
There's No Place Quite Like It	2011447	10/29/1996
Dave & Buster's D&B	1543908	6/13/1989
There's No Place Quite Like It	1494597	6/28/1988
The Best of Times	1513105	11/15/1988
Dave & Buster's	1493618	6/21/1988
Dave & Buster's	1491691	6/7/1988
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Groove Shack	2440449	4/3/2001
Hi-Life Lanes (Design)	2412195	12/12/2000
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America Live	1819336	2/1/1994
Knuckleheads The Comedy Club Fun Food Spirits (Design)	1930750	10/31/1995
Original Sports Bar	1667277	12/03/1991
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Trademark Applications

Assignor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications.

Trademark or Service Mark	Applications -- United States Patent and Trademark Office	
	Serial No.	Filing Date
Power Club	76567735	4/20/2004
Recess Is Calling	76587539	12/31/2003