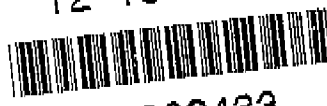


MRD 12-9-04

12-15-2004

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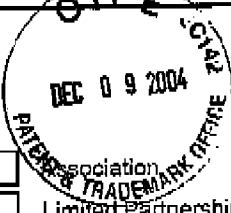
U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

TANGO ACQUISITION, INC.

- Individual(s) General Partnership Corporation-State (Delaware) Other



2. Name and address of receiving party(ies)

Name: TANGO LICENSE CORPORATION

Internal Address:

Street Address: 2481 MANANA DRIVE

City: DALLAS State: TX Zip: 75220

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

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 Additional name(s) & address(es) attached? Yes No

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/01/2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) see attached

Additional number(s) attached Yes No

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

Name: Paul F. Kilmer, Esq.

Internal Address: Holland & Knight LLP

Street Address: 2099 Pennsylvania Avenue, NW

City: Washington State: DC Zip: 20006

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed Authorized to be charged to deposit account \$150.00

8. Deposit account number:

501542

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9. Signature.

Paul F. Kilmer

Name of Person Signing

Signature

Signature

12/08/2004

Date

4

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

12/14/2004 BT0H11 00000092 74389726

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 003157 FRAME: 0560

Trademark	Case Number/SubCase	Status Class(es)	Application Number/Date	Registration Number/Date
AMERICA LIVE! & design	D&B188/	Registered 42	74/389726 13-May-1993	1819336 01-Feb-1994
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
ATLAS DANCE	D&B183/	Registered 41	75/817623 04-Oct-1999	2426566 06-Feb-2001
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
EAT DRINK PLAY	D&B181/	Registered 41, 43	76/393484 09-Apr-2002	2746430 05-Aug-2003
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
GROOVE SHACK	D&B182/	Registered 41, 42	75/844587 08-Nov-1999	2440449 03-Apr-2001
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
HIGH LIFE LANES & design	D&B184/	Registered 41	75/781879 23-Aug-1999	2412195 12-Dec-2000
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
JILLIAN'S	D&B190/	Renewed 41, 42	73/829938 06-Oct-1989	1625291 27-Nov-1990
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
JILLIAN'S	D&B186/	Registered 42	75/499104 04-Jun-1998	2264862 27-Jul-1999
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
JILLIAN'S EAT DRINK PLAY & design	D&B185/	Registered 41, 42	75/781398 23-Aug-1999	2412190 12-Dec-2000
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
KNUCKLEHEADS THE COMEDY CLUB FUN FOOD SPIRITS & design	D&B187/	Registered 42	74/499166 11-Mar-1994	1930750 31-Oct-1995
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
ORIGINAL SPORTS BAR	D&B189/	Renewed 42	74/045829 04-Apr-1990	1667277 03-Dec-1991
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	
ORIGINAL SPORTS BAR & design	D&B191/	Registered 42	73/660475 12-May-1987	1509621 18-Oct-1988
	<i>Resp. Office:</i> WAS		<i>Agent Name:</i> HOLLAND & KNIGHT LLP	

TRADEMARK

REEL: 003157 FRAME: 0561

ASSIGNMENT OF INTELLECTUAL PROPERTY (U.S.)

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Agreement") is made and entered into as of November 1, 2004 (the "Effective Date"), by and among Tango Acquisition, Inc., a Delaware corporation ("TAI") and Tango License Corporation, a Delaware corporation ("TLC"). Each of TAI and TLC are wholly-owned subsidiaries of Dave & Buster's, Inc., a Missouri corporation ("D&B").

WITNESSETH:

WHEREAS, TAI (hereinafter the "Assignor") was a party to that certain Asset Purchase Agreement dated September 24, 2004 (the "Purchase Agreement"), by and among TAI, D&B, Jillian's Entertainment Corporation, a Florida corporation ("JEC"), and certain other subsidiaries of JEC; and

WHEREAS, for the convenience of consummating the closing of the Purchase Agreement, Assignor has executed an Assignment of Intellectual Property (U.S.); and

WHEREAS, Assignor desires to reflect that such Transferred Intellectual Property shall be immediately vested in TLC (hereinafter the "Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Assignor hereby assigns to Assignee all of the rights, title and interest in and to the Transferred Intellectual Property as it relates to the United States
2. Assignor and Assignee agree to execute and deliver such further instruments, agreements and assurances, as may be reasonably requested by the other, to evidence and provide for the assignment by Assignor and the acceptance and assumption by Assignee of the Transferred Intellectual Property as set forth herein.
3. This Assignment shall not be deemed to supersede any of the provisions of the Purchase Agreement, and if there is any conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement, as applicable, will prevail.
4. Except as specifically defined herein, all capitalized terms shall have the meaning set forth in the Purchase Agreement.

[The remainder of this page intentionally left blank.]

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

TANGO ACQUISITION, INC.

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

TANGO LICENSE CORPORATION

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

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Law Offices

HOLLAND & KNIGHT LLP

2099 Pennsylvania Avenue, N. W.
Suite 100
Washington, D.C. 20006

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FAX 202-955-5564

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TO:

Diane Russele, Paralegal **USPTO Assignment Division**
 NAME COMPANY/FIRM

Alexandria **Virginia**
 CITY STATE

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MESSAGE:

Per your office's instructions last month, this is a resubmission of an Assignment document, which was returned on May 26, 2005 due to insufficient fees. As newly indicated on the recordation cover sheet, you are authorized to charge an additional \$150.00 to our deposit account #501542.

Kindly send us the Notice of Recordation at your earliest convenience.

Thank you.
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