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
Dave & Buster's I, L.P.		03/08/2006	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Serial Number:	78705555	D & B DAVE AND BUSTER'S GRAND SPORTS CAFÉ
Serial Number:	78586531	D&B REWARDS
Serial Number:	78586555	D&B REWARDS GOLD
Serial Number:	78705457	GRAND SPORTS CAFE
Registration Number:	2967963	RECESS IS CALLING
Registration Number:	2426566	ATLAS DANCE
Registration Number:	2746430	EAT DRINK PLAY
Registration Number:	2440449	GROOVE SHACK
Registration Number:	2412195	HI LIFE LANES
Registration Number:	2412190	JILLIAN'S EAT DRINK PLAY
Registration Number:	1819336	AMERICA LIVE!
Registration Number:	2264862	JILLIAN'S
Registration Number:	1625291	JILLIAN'S

OP $965.00 78705555

Registration Number:	1667277	ORIGINAL SPORTS BAR
Registration Number:	1509621	ORIGINAL SPORTS BAR
Registration Number:	2592579	BIG TIME FUN
Registration Number:	2627192	
Registration Number:	2759614	DAVE & BUSTER'S
Registration Number:	2759615	D&B DAVE AND BUSTER'S
Registration Number:	2579904	POWER HOUR
Registration Number:	2535689	THE BEST OF TIMES
Registration Number:	1492658	D & B
Registration Number:	1491690	D & B
Registration Number:	1543908	DAVE AND BUSTER'S D & B
Registration Number:	2228792	D&B DAVE AND BUSTER'S AND DESIGN
Registration Number:	1493618	DAVE & BUSTER'S
Registration Number:	1491691	DAVE & BUSTER'S
Serial Number:	78785112	D&B
Serial Number:	78785124	DAVE & BUSTER'S
Serial Number:	78785139	DAVE AND BUSTER'S TNTEA
Registration Number:	1930750	KNUCKLEHEADS THE COMEDY CLUB FUN FOOD SPIRITS
Registration Number:	2385866	POWER CARD
Registration Number:	2332153	POWER CARD
Serial Number:	78609830	POWER COMBO
Registration Number:	1513105	THE BEST OF TIMES
Registration Number:	1494597	THERE'S NO PLACE QUITE LIKE IT
Registration Number:	2307083	THERE'S NO PLACE QUITE LIKE IT
Registration Number:	2011447	THERE'S NO PLACE QUITE LIKE IT

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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

Phone: (212) 455-7609

Email: ksolomon@stblaw.com

Correspondent Name: Kirstie Howard, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509333/0089

NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	03/22/2006

Total Attachments: 10
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Agreement"), effective as of March 8, 2006 is made by DAVE & BUSTER'S I, L.P., a Texas limited partnership, and TANGO LICENSE CORPORATION, a Delaware corporation (collectively, the "Obligors"), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at P.O. Box 2558, Houston, Texas 77252, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of March 8, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WS Midway Holdings, Inc. ("Holdings"), Dave & Buster's, Inc., a Missouri corporation and parent of the Obligors (the "Borrower"), 6131646 Canada Inc. (the "Canadian Borrower"), the Lenders, the Agent, Wells Fargo Bank, N.A. and CIT Lending Services Corporation, as Co-Documentation Agents and Bank of America, N.A., as Syndication Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower and the Canadian Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower, each Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of March 8, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, each Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower and the Canadian Borrower pursuant to the Credit Agreement, the Obligors agree, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Obligor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the

ratable benefit of the Secured Parties, a security interest in all Trademarks (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired by such Obligor or in which such Obligor has or at any time in the future may acquire any right, title or interest) (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Obligor's Obligation.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

SECTION 7. Submission To Jurisdiction; Waivers. Each Obligor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Obligor at its address referred to in Section 8.2 of the

Guarantee and Collateral Agreement or at such other address of which the Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DAVE & BUSTER'S I, L.P.

By: DAVE & BUSTER'S, INC., its General Partner

By: _____
Name: David O. Corriveau
Title: President

TANGO LICENSE CORPORATION

By: _____
Name: David O. Corriveau
Title: President

Signature Page to Grant of Security Interest in Trademark Rights

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

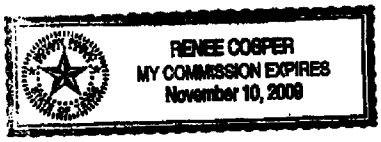
By: _____
Name:
Title:

Signature Page to Grant of Security Interest in Trademark Rights

ACKNOWLEDGMENT OF OBLIGOR

STATE OF Texas)
) ss
COUNTY OF DALLAS)

On the 10th day of March 2006, before me personally came David O. Corriveau who is personally known to me to be the President of DAVE & BUSTER'S, INC., a Missouri corporation; who, being 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., a Texas limited partnership, and that the statements therein contained are true.



Renee Cosper
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF OBLIGOR

STATE OF Texas)
) ss
COUNTY OF Dallas)

On the 10th day of March 2006, before me personally came David C. Calderwood who is personally known to me to be the President of TANGO LICENSE CORPORATION, a Delaware corporation; who, being duly sworn, declared that he is the person who signed the foregoing instrument on behalf of said corporation and that the statements therein contained are true.

RENEE COSPER
MY COMMISSION EXPIRES
November 10, 2009

Renee Cosper
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF NEW YORK)
) ss
COUNTY OF BRONX)

On the 8TH day of MARCH, 2006 before me personally came BARRY BEESMAN, who is personally known to me to be the MANAGING DIRECTOR of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the MANAGING DIRECTOR in such banking association, the banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such banking association; and that she/he acknowledged said instrument to be the free act and deed of said banking association.

Ranesha Pitt
Notary Public

(PLACE STAMP AND SEAL ABOVE)

RANESHA PITT
Notary Public, State of New York
No. 01PI6046637
Qualified in Bronx County
Commission Expires August 14, 2006

SCHEDULE A

U.S. Trademark Registrations and Applications

DAVE & BUSTER'S I, L.P.

Trademark	Serial Number/ Registration Number
D & B DAVE AND BUSTER'S GRAND SPORTS CAFÉ	78/705,555
D&B REWARDS	78/586,531
D&B REWARDS GOLD	78/586,555
GRAND SPORTS CAFÉ	78/705,457
RECESS IS CALLING	2,967,963
ATLAS DANCE	2,426,566
EAT DRINK PLAY	2,746,430
GROOVE SHACK	2,440,449
HI LIFE LANES AND DESIGN	2,412,195
JILLIAN'S EAT DRINK PLAY AND DESIGN	2,412,190
AMERICA LIVE! AND DESIGN	1,819,336
JILLIAN'S	2,264,862
JILLIAN'S	1,625,291
ORIGINAL SPORTS BAR	1,667,277
ORIGINAL SPORTS BAR AND DESIGN	1,509,621
BIG TIME FUN	2,592,579
BLUE/ORANGE CONCENTRIC CIRCLES	2,627,192
DAVE & BUSTER'S	2,759,614
DAVE & BUSTER'S & DESIGN (LOGO)	2,759,615
POWER HOUR	2,579,904
THE BEST OF TIMES	2,535,689
D & B	1,492,658
D & B	1,491,690
D & B DAVE AND BUSTER'S & DESIGN	1,543,908
D&B DAVE AND BUSTER'S & DESIGN	2,228,792
DAVE & BUSTER'S	1,493,618
DAVE & BUSTER'S	1,491,691
D&B	78/785,112

DAVE AND BUSTER'S	78/785,124
DAVE AND BUSTER'S TNTEA	78/785,139
KNUCKLEHEADS THE COMEDY CLUB FUN FOOD SPIRITS AND DESIGN	1,930,750
POWER CARD	2,385,866
POWER CARD	2,332,153
POWER COMBO	78/609,830
THE BEST OF TIMES	1,513,105
THERE'S NO PLACE QUITE LIKE IT	1,494,597
THERE'S NO PLACE QUITE LIKE IT	2,307,083
THERE'S NO PLACE QUITE LIKE IT	2,011,447

TANGO LICENSE CORPORATION

Trademark	Serial Number
JILLIAN'S EAT DRINK PLAY & CIRCLE & STARS DESIGN	78/574,837