

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 Amusement Games, LLC		05/22/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78785336	MORTAL KOMBAT UNCHAINED
Serial Number:	78731351	MORTAL KOMBAT DECEPTION UNCHAINED
Serial Number:	78725565	SPYHUNTER NOWHERE TO RUN
Serial Number:	78684372	BALLERS: PHENOM
Serial Number:	78652229	BALLERS: REBOUND
Serial Number:	78652201	RAMPAGE: TOTAL DESTRUCTION
Serial Number:	78621012	BACKWOODS
Serial Number:	78809030	MASSIVE D
Serial Number:	78808692	MORTAL KOMBAT ARMAGEDDON
Serial Number:	78809017	TEQUILA TIME

CORRESPONDENCE DATA

Fax Number: (312)863-7812

900055832

TRADEMARK
REEL: 003371 FRAME: 0063

OP \$265.00 78785336

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

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
Signature:	/nathaniel panek/
Date:	08/16/2006
<p>Total Attachments: 5 source=MAG_TMs#page1.tif source=MAG_TMs#page2.tif source=MAG_TMs#page3.tif source=MAG_TMs#page4.tif source=MAG_TMs#page5.tif</p>	

SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Second Amendment to Trademark Security Agreement, dated as of May 22, 2006 (this "Amendment"), is by and between **MIDWAY AMUSEMENT GAMES, LLC**, a Delaware limited liability company ("Grantor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation ("Agent"), as administrative agent for the Lenders.

W I T N E S S E T H:

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement, dated as of March 3, 2004 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement"), entered into in connection with that certain Loan and Security Agreement, dated March 3, 2004, among Agent, Lenders, Midway Home Entertainment Inc., a Delaware corporation, and Grantor (the "Loan Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Loan Agreement); and

WHEREAS, Grantor and Agent have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. The Trademark Security Agreement is amended as follows:

(a) Schedule A to the Trademark Security Agreement shall be amended by adding the items set forth under the headings "Trademark Registrations" and "Trademark Applications" on Exhibit A hereto to Schedule A to the Trademark Security Agreement under the headings "Trademark Registrations" and "Trademark Applications" as applicable.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

(c) Governing Law. THIS AMENDMENT 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

AMENDMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AMENDMENT 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 AMENDMENT.

* * * *

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

GRANTOR:

MIDWAY AMUSEMENT GAMES, LLC

By Th E Powell
Its THOMAS E. POWELL
EVP-FINANCE CFO +
TREASURER

AGENT:

WELLS FARGO FOOTHILL, INC., as Agent

By _____
Its _____

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

GRANTOR:

MIDWAY AMUSEMENT GAMES, LLC

By _____
Its _____

AGENT:

WELLS FARGO FOOTHILL, INC., as Agent

By Peter Schueler
Its Vice President

EXHIBIT A

TRADEMARK REGISTRATIONS

[NONE]

TRADEMARK APPLICATIONS

Mark	Serial No.	Application Date
MORTAL KOMBAT UNCHAINED	78-785336	01/05/06
MORTAL KOMBAT DECEPTION UNCHAINED	78-731351	10/12/05
SPYHUNTER NOWHERE TO RUN	78-725565	10/03/05
BALLERS: PHENOM	78-684372	08/03/05
BALLERS: REBOUND	78-652229	06/16/05
RAMPAGE: TOTAL DESTRUCTION	78-652201	06/16/05
BACKWOODS	78-621012	05/02/05
MASSIVE D	78-809030	02/07/06
MORTAL KOMBAT ARMAGEDDON	78-808692	02/07/06
TEQUILA TIME	78-809017	02/07/06