

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		03/19/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	National Amusements, Inc.
Street Address:	31 St. James Ave
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 127

Property Type	Number	Word Mark
Registration Number:	2023651	3
Registration Number:	2246706	3 PEAK
Registration Number:	2155630	5 STAR GENERAL
Registration Number:	3063545	ARCH RIVALS
Registration Number:	2518668	ARCTIC THUNDER
Registration Number:	2571930	ARCTIC THUNDER
Registration Number:	2468413	ARTIFACT
Registration Number:	2861278	BALLERS
Registration Number:	3262682	BALLERS: PHENOM
Registration Number:	3240598	BALLERS: REBOUND
Registration Number:	1941203	BARAKA
Registration Number:	2159607	BLAST 'EM
Registration Number:	2215166	BLITZ
Registration Number:	2206268	BLITZ

OP \$3190.00 2023651

Registration Number:	3146709	BLITZ THE LEAGUE
Registration Number:	1281697	BUBBLES
Registration Number:	2373713	CRYSTAL BALLS
Registration Number:	1288008	DEFENDER
Registration Number:	2293117	DOMINO PLUS
Registration Number:	1912104	
Registration Number:	1883678	
Registration Number:	3004217	
Registration Number:	2276720	FLIGHT DECK
Registration Number:	2594516	FUJIN
Registration Number:	2489418	GEM SLIDE
Registration Number:	2574488	GORO
Registration Number:	2485277	GORO
Registration Number:	2162762	HOT HOOPS
Registration Number:	1977925	JADE
Registration Number:	1942844	JAX
Registration Number:	2453409	JOHNNY CAGE
Registration Number:	1260101	JOUST
Registration Number:	2594515	KAI
Registration Number:	2640352	KANO
Registration Number:	2125756	KANO
Registration Number:	2239783	KICK CHAMPION
Registration Number:	1979399	KINTARO
Registration Number:	3063515	KOZMIK KROOZ'R
Registration Number:	2003777	KUNG LAO
Registration Number:	2452080	LINES OF SIGHT
Registration Number:	2592891	LIU KANG
Registration Number:	2284137	LIU KANG
Registration Number:	2553166	MAHKI
Registration Number:	1639198	MIDWAY
Registration Number:	2458589	MIDWAY
Registration Number:	2215528	M MIDWAY
Registration Number:	2185156	M MIDWAY
Registration Number:	3001645	M
Registration Number:	2666908	MIDWAY SPORTS ASYLUM

Registration Number:	2605452	MIDWAY TOURNAMENT NETWORK
Registration Number:	2595288	MTN MIDWAY TOURNAMENT NETWORK
Registration Number:	2028633	MK3
Registration Number:	2080146	MORTAL KOMBAT
Registration Number:	1951720	MORTAL KOMBAT
Registration Number:	1912102	MORTAL KOMBAT
Registration Number:	1764671	MORTAL KOMBAT
Registration Number:	3263139	MORTAL KOMBAT ARMAGEDDON
Registration Number:	2726040	MORTAL KOMBAT DEADLY ALLIANCE
Registration Number:	3011495	MORTAL KOMBAT DEADLY ALLIANCE
Registration Number:	2979723	MORTAL KOMBAT DECEPTION
Registration Number:	3069396	MORTAL KOMBAT SHAOLIN MONKS
Registration Number:	2566113	MORTAL KOMBAT SPECIAL FORCES
Registration Number:	3295416	MORTAL KOMBAT UNCHAINED
Registration Number:	2579773	MTN
Registration Number:	2978718	NARC
Registration Number:	1566124	NARC
Registration Number:	1977924	NOOB SAIBOT
Registration Number:	2456337	PICK UP 6
Registration Number:	2534749	POND KINGS
Registration Number:	2489417	POWER CELL
Registration Number:	2946155	PSI-OPS
Registration Number:	2915324	PSI-OPS THE MINDGATE CONSPIRACY
Registration Number:	2778603	QUAN CHI
Registration Number:	2825347	RAMPAGE
Registration Number:	2133725	RAMPAGE
Registration Number:	2579771	RAMPAGE THROUGH TIME
Registration Number:	2683900	RAMPAGE WORLD TOUR
Registration Number:	3234943	RAMPAGE: TOTAL DESTRUCTION
Registration Number:	2070177	RAYDEN
Registration Number:	2700725	RED CARD
Registration Number:	2041479	REPTILE
Registration Number:	2164623	ROBOTRON X
Registration Number:	1240987	ROBOTRON: 2084
Registration Number:	3166485	ROOT BEER TAPPER

Registration Number:	2151427	ROYAL QUEST
Registration Number:	3334268	SATAN'S HOLLOW
Registration Number:	1979392	SHANG TSUNG
Registration Number:	1977927	SHAO KAHN
Registration Number:	2689406	SHINNOK
Registration Number:	1282636	SINISTAR
Registration Number:	2696796	SLUGFEST
Registration Number:	1705914	SLUGFEST
Registration Number:	2919025	SLUGFEST LOADED
Registration Number:	1977926	SMOKE
Registration Number:	2705252	SONYA BLADE
Registration Number:	2291614	SONYA BLADE
Registration Number:	2808949	SPACE CHASE
Registration Number:	3290028	F11 FIND YOUR FOOTBALL
Registration Number:	1764664	SPY HUNTER
Registration Number:	3247603	SPYHUNTER
Registration Number:	3231495	SPYHUNTER NOWHERE TO RUN
Registration Number:	3366680	STRANGLEHOLD
Registration Number:	2239757	STRIP SEARCH
Registration Number:	2672439	SUB-ZERO
Registration Number:	2493543	SUB-ZERO
Registration Number:	2162761	TARGET 21
Registration Number:	2526024	THE GRID "THAT'S WHAT YOU GET!"
Registration Number:	3069438	THE LEAGUE
Registration Number:	2316666	THE MIDWAY MAGAZINE
Registration Number:	3076331	TIMBER
Registration Number:	2579211	TIMES SQUARE
Registration Number:	2110354	TOUCH MASTER
Registration Number:	2462149	TOUCH OF FAME
Registration Number:	2439476	TOUCHMASTER INFINITY
Registration Number:	2182790	TOUCH MASTER
Registration Number:	2151428	TRIPLE ELEVENS
Registration Number:	2443394	VIEWFINDER
Registration Number:	3144515	WACKO
Registration Number:	2209764	WATCH YOUR @#&*! ING LANGUAGE

TRADEMARK

REEL: 003786 FRAME: 0467

Registration Number:	2234459	WAVE NET
Registration Number:	2373704	WILD SLIDE
Registration Number:	3060457	WIZARD OF WOR
Registration Number:	2161091	WORDZ
Registration Number:	1489194	XENOPHOBE
Registration Number:	3065836	XENOPHOBE
Registration Number:	2890250	JOLLY GATOR
Serial Number:	78421631	DEADLY ALLIANCE

CORRESPONDENCE DATA

Fax Number: (212)223-4134

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

Email: rgiuliano@crowell.com

Correspondent Name: Dickerson M. Downing, Esq.

Address Line 1: 153 East 53rd Street

Address Line 2: 31st Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	103983.04323US
NAME OF SUBMITTER:	Dickerson M. Downing, Esq.
Signature:	/dmd/
Date:	05/30/2008

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 19th day of March, 2008, is by and between **MIDWAY AMUSEMENT GAMES, LLC**, a Delaware limited liability company ("Grantor"), and **NATIONAL AMUSEMENTS, INC.**, a Maryland corporation ("Lender").

WITNESSETH

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of February 29, 2008 among Grantor, Midway Home Entertainment Inc., a Delaware corporation ("MHE," Grantor and MHE are referred hereafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), certain credit parties from time to time party thereto and Lender (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Secured Loan Agreement"), Lender has agreed to make certain loans to Borrowers and to extend certain other financial accommodations to or for the benefit of Borrowers;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender, agree as follows:

1. Incorporation of Secured Loan Agreement; Secured Loan Agreement Definitions. The Secured Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Secured Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Secured Loan Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, service marks and other marks as that term is defined in the United States Trademark Act, as amended (15 USC Section 1051 et seq.), trade names, corporate names, commercial names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent-to-use" applications until an amendment to allege use or a verified statement of use has been filed with respect to such applications), including, without limitation, the trademarks, trademark registrations and trademark applications listed on Schedule A attached

hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Grantor's business connected with the use of and symbolized by the trademarks (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the Trademarks now owned by Grantor which have been federally registered or for which there are pending applications seeking federal registration. Lender is authorized to use this Agreement for the purpose of perfecting security interests in any after acquired Trademarks that are used or for which applications are filed seeking registration after the date of this Agreement as well as for the purpose of perfecting a security interests in any Trademarks owned by Grantor that were inadvertently omitted from Schedule A.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Secured Loan Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. At any time an Event of Default exists or has occurred and is continuing, Lender shall have all rights and remedies provided in this Agreement, the other Loan Documents, the Uniform Commercial Code and other applicable law, all of which rights and remedies may be exercised without notice to or consent by Grantor, except as such notice or consent is expressly provided for hereunder or in the Loan Agreement or as required by applicable law. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Secured Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Lender with respect to the Trademarks, whether established hereby, by the Secured Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Lender and their successors and assigns.

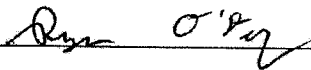
7. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN

SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

[Signature page follows]

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

MIDWAY AMUSEMENT GAMES, LLC

By: 
Name: _____
Title: _____

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

NATIONAL AMUSEMENTS, INC.,

By: _____
Title: _____

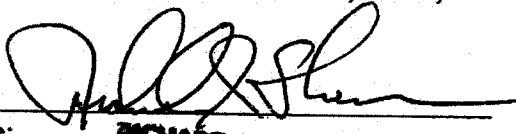
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

MIDWAY AMUSEMENT GAMES, LLC

By: _____
Name: _____
Title: _____

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

NATIONAL AMUSEMENTS, INC. ,

By: 
Title: **RICHARD J. SHERMAN**
VICE PRESIDENT

**MIDWAY AMUSEMENT GAMES, LLC
SCHEDULE A**

TRADEMARK REGISTRATIONS

Trademark Description	Registration No.
3 and Dragon Design	2023651
3 Peak	2246706
5 Star General	2155630
Arch Rivals	3063545
Arctic Thunder	2518668
Arctic Thunder	2571930
Artifact	2468413
Ballers	2861278
Ballers: Phenom	3262682
Ballers: Rebound	3240598
Baraka	1941203
Blast 'EM	2159607
Blitz	2215166
Blitz	2206268
Blitz: The League	3146709
Bubble and Design	1281697
Crystal Balls	2373713
Defender	1288008
Domino Plus	2293117
Dragon Design	1912104
Dragon Design	1883678
Dragon Design	3004217
Flight Deck	2276720
Fujin	2594516
Gem Slide	2489418
Goro	2574488
Goro	2485277
Hot Hoops	2162762
Jade	1977925
Jax	1942844
Johnny Cage	2453409
Joust (Stylized)	1260101
Kai	2594515
Kano	2640352

Midway Amusement Games LLC
Schedule A-1

**TRADEMARK
REEL: 003786 FRAME: 0474**

Kano	2125756
Kick Champion	2239783
Kintaro	1979399
Kozmik Krooz'R	3063515
Kung Lao	2003777
Lines of Sight	2452080
Liu Kang	2592891
Liu Kang	2284137
Mahki	2553166
Midway	1639198
Midway & Logo	2458589
Midway and Design	2215528
Midway and Design	2185156
Midway Logo	3001645
Midway Sports Asylum	2666908
Midway Tournament Network	2605452
Midway Tournament Network & DE	2595288
MK3 and Dragon Design	2028633
Mortal Kombat	2080146
Mortal Kombat	1951720
Mortal Kombat	1912102
Mortal Kombat	1764671
Mortal Kombat Armageddon	3263139
Mortal Kombat Deadly Alliance	2726040
Mortal Kombat Deadly Alliance	3011495
Mortal Kombat Deception	2979723
Mortal Kombat Shaolin Monks	3069396
Mortal Kombat Special Forces	2566113
Mortal Kombat Unchained	3295416
MTN Design	2579773
NARC	2978718
NARC and Design	1566124
Noob Saibot	1977924
Pick Up 6	2456337
Pond Kings	2534749
Power Cell	2489417
PSI-OPS	2946155
PSI-OPS The Mindgate Conspirac	2915324
Quan Chi	2778603
Rampage	2825347
Rampage	2133725
Rampage Through Time	2579771

Midway Amusement Games LLC
Schedule A-2

TRADEMARK
REEL: 003786 FRAME: 0475

Rampage World Tour and Design	2683900
Rampage: Total Destruction	3234943
Rayden and Design	2070177
Red Card	2700725
Reptile	2041479
Robotron X	2164623
Robotron: 2084	1240987
Root Beer Tapper	3166485
Royal Quest	2151427
Satan's Hollow	3334268
Shang Tsung	1979392
Shao Kahn	1977927
Shinnok	2689406
Sinistar	1282636
Slugfest	2696796
Slugfest	1705914
Slugfest Loaded	2919025
Smoke	1977926
Sonya Blade	2705252
Sonya Blade	2291614
Space Chase	2808949
Splat!	3290028
Spy Hunter	1764664
Spyhunter	3247603
Spyhunter Nowhere To Run	3231495
Stranglehold	3366680
Strip Search	2239757
Sub-Zero	2672439
Sub-Zero	2493543
Target 21	2162761
The Grid That's What You Get	2526024
The League	3069438
The Midway Magazine and Design	2316666
Timber	3076331
Times Square	2579211
Touch Master	2110354
Touch Of Fame	2462149
Touchmaster Infinity	2439476
Touchmaster Logo	2182790
Triple Elevens	2151428
Viewfinder	2443394
Wacko	3144515

Watch Your @#&*!ING Language	2209764
Wave Net	2234459
Wild Slide	2373704
Wizard Of Wor	3060457
Wordz	2161091
Xenophobe	1489194
Xenophobe	3065836
Your Mind Is The Ultimate Weap	2890250

TRADEMARK APPLICATIONS

Trademark Description	Serial No.
Deadly Alliance	78/421631