

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
Surreal Software Inc.		03/19/2008	CORPORATION: WASHINGTON
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: 2			
Property Type	Number	Word Mark	
Registration Number:	2851970	THE SUFFERING	
Registration Number:	3077831	THE SUFFERING TIES THAT BIND	
CORRESPONDENCE DATA			
Fax Number:	(212)223-4134		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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		

TRADEMARK

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Total Attachments: 6

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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 SURREAL SOFTWARE INC., a Washington corporation ("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 Midway Home Entertainment Inc., a Delaware corporation ("MHE"), Midway Amusement Games, LLC, a Delaware limited liability company ("MAG," MHE and MAG are referred hereafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), Grantor, 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.

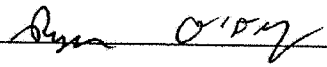
7. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS. WHENEVER

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.

SURREAL SOFTWARE INC.

By: 
Name: _____
Title: _____

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

NATIONAL AMUSEMENTS, INC. ,

By: _____
Title: _____

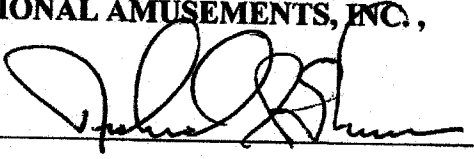
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

SURREAL SOFTWARE INC.

By: _____
Name: _____
Title: _____

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

NATIONAL AMUSEMENTS, INC.,

By: 
Title: _____
RICHARD J SHERMAN
VICE PRESIDENT

**SURREAL SOFTWARE INC.
SCHEDULE A**

TRADEMARK REGISTRATIONS

Trademark Description	Registration No.
The Suffering	2851970
The Suffering Ties That bind	3077831

TRADEMARK APPLICATIONS

Trademark Description	Serial No.