

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
National Amusements, Inc.		01/20/2009	CORPORATION: MARYLAND

RECEIVING PARTY DATA	
Name:	Acquisition Holdings Subsidiary I LLC
Street Address:	1177 Avenue of the Americas
Internal Address:	c/o Kramer Levin Naftalis & Frankel LLP
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2486051	4 WHEEL THUNDER
Registration Number:	2719582	AFRO THUNDER
Registration Number:	2424103	ARCADE PARTY PAK
Registration Number:	2311515	BIOBREAKS
Registration Number:	2840552	FREAKY FLYERS
Registration Number:	2640059	FURIOUS FAZ MOTAR
Registration Number:	2672920	HITZ
Registration Number:	2333508	HYDRO THUNDER
Registration Number:	2367136	HYDRO THUNDER
Registration Number:	2681600	JOEY T
Registration Number:	2764546	KEMO CLAW
Registration Number:	3174965	L.A. RUSH
Registration Number:	2654776	LEGION: LEGEND OF EXCALIBUR

CH \$615.00 2486051

Registration Number:	2596608	NO REFS. NO RULES. NO MERCY.
Registration Number:	2509628	OFF ROAD CHALLENGE
Registration Number:	2131011	OFF ROAD CHALLENGE
Registration Number:	3178263	OFF ROAD THUNDER
Registration Number:	3262123	RISE & FALL
Registration Number:	3262279	RISE & FALL: CIVILIZATIONS AT WAR
Registration Number:	2841845	ROADKILL
Registration Number:	3118509	SUPER OFF ROAD
Registration Number:	2688784	THE PUZZLE ADDICT'S GAME PACK
Registration Number:	2562548	WILD "STUBBY" CORLEY
Registration Number:	3533629	HOTBRAIN

CORRESPONDENCE DATA

Fax Number: (212)715-8000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127159205
Email: KLTrademark@kramerlevin.com
Correspondent Name: Erica D. Klein, Esq.
Address Line 1: 1177 Avenue of the Americas
Address Line 2: Kramer Levin Naftalis & Frankel LLP
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	062583-00001 (\$615)
NAME OF SUBMITTER:	Erica D. Klein
Signature:	/Erica D. Klein/
Date:	02/10/2009

Total Attachments: 7
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ASSIGNMENT AND ACCEPTANCE AGREEMENT

This ASSIGNMENT AND ACCEPTANCE AGREEMENT ("Assignment Agreement") is entered into as of January 20, 2009 between National Amusements, Inc. ("Assignor") and Acquisition Holdings Subsidiary I LLC ("Assignee"). Reference is made to the Agreement described in Item 2 of Annex I annexed hereto (the "Loan Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement.

1. In accordance with the terms and conditions of Section 14 of the Loan Agreement, the Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, that interest in and to the Assignor's rights and obligations under the Loan Documents as of the date hereof with respect to the Obligations owing to the Assignor, and Assignor's portion of the Total Commitments, the Revolver Commitments, and the Term Loan Commitments, all as specified in Item 4.b and Item 4.c of Annex I. After giving effect to such sale and assignments, the Assignee's portion of the Total Commitments, Revolver Commitments, and the Term Loan Commitments will be as set forth in Item 4.b of Annex I. After giving effect to such sale and assignment the Assignor's amount and portion of the Total Commitments, Revolver Commitments, and the Term Loan Commitments will be as set forth in Item 4.d and Item 4.e of Annex I.

2. The Assignor (a) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (b) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto; and (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of Borrower or the performance or observance by Borrower of any of its obligations under the Loan Documents or any other instrument or document furnished pursuant thereto.

3. The Assignee (a) confirms that it has received copies of the Loan Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (b) agrees that it will, independently and without reliance, as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents; (c) confirms that it is eligible as an assignee under the terms of the Loan Agreement; and (d) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as Lender; and (e) attaches the forms prescribed by the Internal Revenue Service of the United States certifying as to the Assignee's status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to the Assignee under the Loan Agreement or such other documents as are necessary to indicate that all such payments are subject to such rates at a rate reduced by an applicable tax treaty.

4. The effective date of this Assignment (the "Settlement Date") shall be the later of (a) the date of the execution hereof by the Assignor and the Assignee, and (b) the date specified in item 5 of Annex I.

5. As of the Settlement Date (a) the Assignee shall be a party to the Loan Agreement and, to the extent of the interest assigned pursuant to this Assignment Agreement, have the rights and obligations of Lender thereunder and under the other Loan Documents, and (b) the Assignor shall, to the extent of the interest assigned pursuant to this Assignment Agreement, relinquish its rights and be released from its obligations under the Loan Agreement and the other Loan Documents.

6. From and after the Settlement Date, the Administrative Borrower shall make all payments under the Loan Agreement and the other Loan Documents in respect of the interest assigned hereby (including, without limitation, all payments or principal, interest and commitment fees (if applicable) with respect thereto) to the Assignee.

7. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS.

[Remainder of page left intentionally blank.]

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

NATIONAL AMUSEMENTS, INC., as
Assignor

By 
Title
RICHARD J. SHERMAN
VICE PRESIDENT

ACQUISITION HOLDINGS
SUBSIDIARY I LLC, as Assignee

By: MT Acquisition Holdings LLC, its sole
member

By 
Title

ANNEX FOR ASSIGNMENT AND ACCEPTANCE

ANNEX I

1. Borrower
Midway Home Entertainment Inc.
Midway Amusement Games, LLC
2. Name and Date of Loan Agreement:
Loan and Security Agreement, dated as of February 29, 2008, among Borrowers, the other credit parties named therein, and National Amusements, Inc., a Maryland corporation, as the Lender.
3. Date of Assignment Agreement: January 20, 2009
4. Amounts:
 - a. Assignor's Total Commitment \$30,000,000.00
 - i. Assignor's Revolver Commitment \$10,000,000.00
 - ii. Assignor's Term Loan Commitment \$20,000,000.00
 - b. Assigned Share of Total Commitment 100%
 - i. Assigned Share of Revolver Commitment 100%
 - ii. Assigned Share of Term Loan Commitment 100%
 - c. Assigned Amount of Total Commitment \$30,000,000.00
 - i. Assigned Amount of Revolver Credit Commitment to make \$10,000,000.00
 - ii. Assigned Amount of Term Loan Commitment \$20,000,000.00
 - d. Resulting Amount of Assignor's Total Commitment after giving \$ effect to the sale and Assignment to Assignee \$0.00
 - i. Resulting Amount of Assignor's Revolver Commitment \$0.00
 - ii. Resulting Amount of Assignor's Term Loan Commitment \$0.00

- e. Assignor's Resulting Share of Total Commitment after giving effect to the Assignment to Assignee 0%
 - i. Assignor's Resulting Share of Revolving Credit Commitment 0%
 - ii. Assignor's Resulting Share of the Term Loan Commitment 0%
5. Settlement Date: January 20, 2009
6. Notice and Payment Instructions, etc.

Assignee:

Address for Notices:

Acquisition Holdings Subsidiary I LLC
c/o Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10023
Attention: Peter Abruzzese

Payment Instructions:

Bank: Citibank, N.A.
666 Fifth Avenue
New York, NY 10103
ABA No.: 021000089
Account Name: Kramer Levin Naftalis & Frankel LLP
Attorney Escrow Account
Account No.: 37301114
Reference: Acquisition Holdings Subsidiary I LLC


Assignor:

Address for Notices:

National Amusements, Inc.
846 University Avenue
Norwood, MA 02062-2631
Attention: Chairman and CEO

7. Agreed and Accepted:

NATIONAL AMUSEMENTS, INC., as Assignor

By 
Title _____

RICHARD J SHERMAN
VICE PRESIDENT

ACQUISITION HOLDINGS SUBSIDIARY I LLC, as Assignee
By: MT Acquisition Holdings LLC, its sole member

By 
Title _____

**Request for Taxpayer
 Identification Number and Certification**

Give form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
Mark Thomas

Business name, if different from above
Acquisition Holding Subsidiary I, LLC

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ...D... Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
c/o Kramer Levin Haftalis & Frankel, LLP, 1177 Avenue of the Americas

City, state, and ZIP code
New York, New York 10036

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
 [REDACTED]

OR

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Mark Thomas* Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,