

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605145

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DAVE & BUSTER'S I, L.P.		10/27/2020	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Notes Collateral Agent		
<b>Street Address:</b>	13737 Noel Rd.		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75240		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 40</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4650751	EAT DRINK PLAY WATCH	
<b>Registration Number:</b>	4654596	EAT DRINK PLAY WATCH SPORTS	
<b>Registration Number:</b>	4660308	DAVE & BUSTER'S	
<b>Registration Number:</b>	4660309	DAVE & BUSTER'S	
<b>Registration Number:</b>	4602289	TROPICOCKTAILS	
<b>Registration Number:</b>	4257736	THE NEW MIX OF FUN	
<b>Registration Number:</b>	3895329	ESCAPE INTO PLAY	
<b>Registration Number:</b>	3665989	EAT & PLAY COMBO	
<b>Registration Number:</b>	3133186	D&B	
<b>Registration Number:</b>	3176873	DAVE & BUSTER'S	
<b>Registration Number:</b>	3133187	DAVE AND BUSTER'S TNTEA	
<b>Registration Number:</b>	3265902	JILLIAN'S EAT·DRINK·PLAY	
<b>Registration Number:</b>	2746430	EAT DRINK PLAY	
<b>Registration Number:</b>	2627192		
<b>Registration Number:</b>	2412195	HI LIFE LANES	
<b>Registration Number:</b>	2412190	JILLIAN'S EAT DRINK PLAY	
<b>Registration Number:</b>	2332153	POWER CARD	
<b>Registration Number:</b>	2264862	JILLIAN'S	

CH \$1015.00 4650751

Property Type	Number	Word Mark
Registration Number:	2307083	THERE'S NO PLACE QUITE LIKE IT
Registration Number:	2228792	D&B DAVE AND BUSTER'S
Registration Number:	2385866	POWER CARD
Registration Number:	2011447	THERE'S NO PLACE QUITE LIKE IT
Registration Number:	1625291	JILLIAN'S
Registration Number:	1543908	DAVE AND BUSTER'S D & B
Registration Number:	1494597	THERE'S NO PLACE QUITE LIKE IT
Registration Number:	1491690	D & B
Registration Number:	1492658	D & B
Registration Number:	1491691	DAVE & BUSTER'S
Registration Number:	1493618	DAVE & BUSTER'S
Registration Number:	5525613	DAVE & BUSTER'S
Registration Number:	5487085	POWER TAP
Registration Number:	4947279	GLOW KONES
Registration Number:	5428667	POWER RANK
Registration Number:	6143382	WOW! WALL
Registration Number:	6143383	WOW! WALL
Registration Number:	6081381	WHERE WORK IS PLAY
Registration Number:	6164802	TAP & PLAY
Registration Number:	5968717	EAT DRINK PLAY TOGETHER
Registration Number:	5864255	DRAGONFROST
Registration Number:	5645465	DAVE & BUSTER'S REWARDS

**CORRESPONDENCE DATA**

Fax Number: 2123108007

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Kaitlin Bond

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

**ATTORNEY DOCKET NUMBER:** Kaitlin Bond - 40211.0013

**NAME OF SUBMITTER:** Kaitlin Bond

**SIGNATURE:** /Kaitlin Bond/

**DATE SIGNED:** 10/27/2020

**Total Attachments: 7**

source=DB - Trademark Security Agreement (Indenture) (Executed)#page1.tif

source=DB - Trademark Security Agreement (Indenture) (Executed)#page2.tif  
source=DB - Trademark Security Agreement (Indenture) (Executed)#page3.tif  
source=DB - Trademark Security Agreement (Indenture) (Executed)#page4.tif  
source=DB - Trademark Security Agreement (Indenture) (Executed)#page5.tif  
source=DB - Trademark Security Agreement (Indenture) (Executed)#page6.tif  
source=DB - Trademark Security Agreement (Indenture) (Executed)#page7.tif

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 27, 2020 (this "**Agreement**"), is made by DAVE & BUSTER'S I, L.P., a Texas limited partnership, with its principal place of business and mailing address at 2481 Manana Drive, Dallas, Texas 75220 ("**Grantor**"), in favor of **U.S. BANK NATIONAL ASSOCIATION**, as notes collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Notes Collateral Agent**").

**WHEREAS**, Grantor is party to a Security Agreement dated as of October 27, 2020 (as the same may be amended, amended and restated, modified, supplemented or restated from time to time, the "**Security Agreement**") between Grantor and the other grantors party thereto and the Notes Collateral Agent, pursuant to which Grantor granted a security interest to the Notes Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Notes Collateral Agent as follows:

**SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral**

As collateral security for the Secured Obligations, Grantor hereby grants to the Notes Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, and acknowledges and agrees that the Notes Collateral Agent has and shall continue to have for the benefit of the Secured Parties a continuing lien on and security interest in, all of such Grantor's right, title, and interest, whether now owned or existing or hereafter created, acquired or arising, in and to all of the following (collectively, the "**Trademark Collateral**"):

(i) trademarks, service marks, trade dress, brand names, trade names, logos, domain names and tradestyles, including all registrations and applications for any of the foregoing, including without limitation the registrations and applications listed in Schedule A attached hereto, and all of the goodwill of the business connected with or represented by the foregoing; and

(ii) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the foregoing, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

### **SECTION 3. Certain Limited Exclusions**

Notwithstanding the foregoing, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 4. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 5. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

### **SECTION 6. Intercreditor Agreement**

Notwithstanding anything herein to the contrary, the Liens granted to the Notes Collateral Agent pursuant to this Agreement and the exercise of the rights and remedies of the Notes Collateral Agent hereunder and under any other Security Document, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement or any other Security Document, the terms of the Intercreditor Agreement shall govern and control. Notwithstanding anything to the contrary herein, the Notes Collateral Agent acknowledges and agrees that the Grantor shall not be required to take or refrain from taking any action at the request of the Notes Collateral Agent with respect to the Collateral if such action or inaction would be inconsistent with the terms of the Intercreditor Agreement.

### **SECTION 7. Miscellaneous**

U.S. Bank is entering into this Agreement solely in its capacity as Notes Collateral Agent under the Indenture and not in its individual capacity. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges and immunities set forth in the Indenture as if such rights, privileges and immunities were set forth herein.

#### **SECTION 8. Counterparts**

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages (including by facsimile or other electronic transmission), each constituting an original, but all together one and the same instrument. Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by Grantor to the Notes Collateral Agent, and it shall not be necessary for the Notes Collateral Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof.

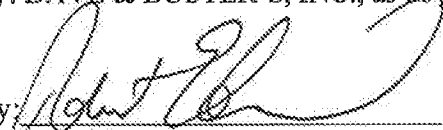
**[Signature Pages Follow]**

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed as of the date and year first above written.

“GRANTOR”

**DAVE & BUSTER’S I, L.P.**

By: DAVE & BUSTER’S, INC., as its general partner

By:  \_\_\_\_\_

Name: Robert Edmund

Title: General Counsel, Secretary and SVP of  
Human Resources

[Signature Page to Trademark Security Agreement (2020)]

**TRADEMARK**  
**REEL: 007087 FRAME: 0191**

Accepted and agreed, as of the day and year first above written.

**U.S. BANK NATIONAL ASSOCIATION**, as  
Notes Collateral Agent

By:   
Name: Michael K. Herberger  
Title: Vice President



**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Owner</u>
EAT DRINK PLAY WATCH	U.S. Federal	REGISTERED	86318407	24-JUN-2014	4650751	12/2/2014	Dave & Buster's I, L.P.
EAT DRINK PLAY WATCH SPORTS	U.S. Federal	REGISTERED	86318411	24-JUN-2014	4654596	12/9/2014	Dave & Buster's I, L.P.
DAVE & BUSTER'S	U.S. Federal	REGISTERED	85899154	09-APR-2013	4660308	12/23/2014	Dave & Buster's I, L.P.
DAVE & BUSTER'S	U.S. Federal	REGISTERED	85899306	09-APR-2013	4660309	12/23/2014	Dave & Buster's I, L.P.
TROPICOCKTAILS	U.S. Federal	REGISTERED	85845134	08-FEB-2013	4602289	9/9/2014	Dave & Buster's I, L.P.
THE NEW MIX OF FUN	U.S. Federal	REGISTERED	85638855	30-MAY-2012	4257736	11-DEC-2012	Dave & Buster's I, L.P.
ESCAPE INTO PLAY	U.S. Federal	REGISTERED	77922833	28-JAN-2010	3895329	21-DEC-2010	Dave & Buster's I, L.P.
EAT & PLAY COMBO	U.S. Federal	REGISTERED	77568953	12-SEP-2008	3665989	11-AUG-2009	Dave & Buster's I, L.P.
D&B	U.S. Federal	REGISTERED	78785112	04-JAN-2006	3133186	22-AUG-2006	Dave & Buster's I, L.P.
DAVE & BUSTER'S	U.S. Federal	REGISTERED	78785124	04-JAN-2006	3176873	28-NOV-2006	Dave & Buster's I, L.P.
DAVE AND BUSTER'S TNTTEA	U.S. Federal	REGISTERED	78785139	04-JAN-2006	3133187	22-AUG-2006	Dave & Buster's I, L.P.
JILLIAN'S EAT-DRINK-PLAY	U.S. Federal	REGISTERED	78574837	25-FEB-2005	3265902	17-JUL-2007	Dave & Buster's I, L.P.
EAT DRINK PLAY	U.S. Federal	REGISTERED	76393484	09-APR-2002	2746430	05-AUG-2003	Dave & Buster's I, L.P.
Design Only	U.S. Federal	REGISTERED	75929530	28-FEB-2000	2627192	01-OCT-2002	Dave & Buster's I, L.P.
HI LIFE LANES	U.S. Federal	REGISTERED	75781879	23-AUG-1999	2412195	12-DEC-2000	Dave & Buster's I, L.P.
JILLIAN'S EAT DRINK PLAY	U.S. Federal	REGISTERED	75781398	23-AUG-1999	2412190	12-DEC-2000	Dave & Buster's I, L.P.
POWER CARD	U.S. Federal	REGISTERED	75659286	16-MAR-1999	2332153	21-MAR-2000	Dave & Buster's I, L.P.
JILLIAN'S	U.S. Federal	REGISTERED	75499104	04-JUN-1998	2264862	27-JUL-1999	Dave & Buster's I, L.P.
THERE'S NO PLACE QUITE LIKE IT	U.S. Federal	REGISTERED	75472494	16-APR-1998	2307083	11-JAN-2000	Dave & Buster's I, L.P.
D&B DAVE AND	U.S. Federal	REGISTERED	75458150	30-MAR-	2228792	02-MAR-	Dave & Buster's I,

BUSTER'S AND DESIGN				1998		1999	L.P.
POWER CARD	U.S. Federal	REGISTERED	75170990	24-SEP-1996	2385866	12-SEP-2000	Dave & Buster's I, L.P.
THERE'S NO PLACE QUITE LIKE IT	U.S. Federal	REGISTERED	74641865	03-MAR-1995	2011447	29-OCT-1996	Dave & Buster's I, L.P.
JILLIAN'S	U.S. Federal	REGISTERED	73829938	06-OCT-1989	1625291	27-NOV-1990	Dave & Buster's I, L.P.
DAVE AND BUSTER'S D & B	U.S. Federal	REGISTERED	73688862	09-OCT-1987	1543908	13-JUN-1989	Dave & Buster's I, L.P.
THERE'S NO PLACE QUITE LIKE IT	U.S. Federal	REGISTERED	73688590	08-OCT-1987	1494597	28-JUN-1988	Dave & Buster's I, L.P.
D & B	U.S. Federal	REGISTERED	73688302	05-OCT-1987	1491690	07-JUN-1988	Dave & Buster's I, L.P.
D & B	U.S. Federal	REGISTERED	73688303	05-OCT-1987	1492658	14-JUN-1988	Dave & Buster's I, L.P.
DAVE & BUSTER'S	U.S. Federal	REGISTERED	73688304	05-OCT-1987	1491691	07-JUN-1988	Dave & Buster's I, L.P.
DAVE & BUSTER'S	U.S. Federal	REGISTERED	73688305	05-OCT-1987	1493618	21-JUN-1988	Dave & Buster's I, L.P.
DAVE & BUSTER'S	U.S. Federal	REGISTERED	87278807	22-DEC-2016	5525613	24-JUL-2018	Dave & Buster's I, L.P.
POWER TAP	U.S. Federal	REGISTERED	87001280	14-APR-2016	5487085	5-JUN-2018	Dave & Buster's I, L.P.
GLOW KONES	U.S. Federal	REGISTERED	86482544	16-DEC-2014	4947279	26-APR-2016	Dave & Buster's I, L.P.
POWER RANK	U.S. Federal	REGISTERED	86350900	29-JUL-2014	5428667	20-MAR-2018	Dave & Buster's I, L.P.
WOW! WALL	U.S. Federal	REGISTERED	88582071	16-AUG-2019	6143382	1-SEP-2020	Dave & Buster's I, L.P.
WOW! WALL	U.S. Federal	REGISTERED	88582096	16-AUG-2019	6143383	1-SEP-2020	Dave & Buster's I, L.P.
WHERE WORK IS PLAY	U.S. Federal	REGISTERED	88394782	20-APR-2019	6081381	16-JUN-2020	Dave & Buster's I, L.P.
TAP & PLAY	U.S. Federal	REGISTERED	88230803	14-DEC-2018	6164802	29-SEP-2020	Dave & Buster's I, L.P.
EAT DRINK PLAY TOGETHER	U.S. Federal	REGISTERED	88205194	26-NOV-2018	5968717	21-JAN-2020	Dave & Buster's I, L.P.
DRAGONFROST	U.S. Federal	REGISTERED	88153783	12-OCT-2018	5864255	17-SEP-2019	Dave & Buster's I, L.P.
DAVE & BUSTER'S REWARDS	U.S. Federal	REGISTERED	87977609	20-OCT-2016	5645465	1-JAN-2019	Dave & Buster's I, L.P.