

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737844

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAIN EVENT SE, INC.		06/29/2022	Corporation: FLORIDA
MAIN EVENT ENTERTAINMENT, INC.		06/29/2022	Corporation: FLORIDA
DAVE & BUSTER'S I, LP		06/29/2022	Limited Partnership: TEXAS

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG NEW YORK BRANCH
Street Address:	1 Columbus Circle
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	German Banking Corporation: GERMANY

PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark
Serial Number:	75170990	POWER CARD
Serial Number:	97351731	
Serial Number:	97245014	
Serial Number:	97239928	WHERE PLAYERS WATCH
Serial Number:	97159465	SCORE WARS
Serial Number:	97146895	SPOTLIGHT LOUNGE
Serial Number:	90716046	DAVE & BUSTER'S
Serial Number:	90544686	HATCHET HERO
Serial Number:	90487967	FLOCKIN' GOOD
Serial Number:	90487972	IMPECKABLE FLAVOR
Serial Number:	90447269	WINGS OUT
Serial Number:	90357545	THE DEN @ DAVE & BUSTER'S
Serial Number:	90127281	WHEN THE DAY CALLS FOR SOME WINNING
Serial Number:	90076236	DAVE & BUSTER'S
Serial Number:	90006775	DING DING DING
Serial Number:	90004785	DAVE & BUSTER'S DING DING DING
Serial Number:	88582071	WOW! WALL

TRADEMARK

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900703824

CH \$1715.00 75170990

Property Type	Number	Word Mark
Serial Number:	88582096	WOW! WALL
Serial Number:	88394782	WHERE WORK IS PLAY
Serial Number:	88230803	TAP & PLAY
Serial Number:	88205194	EAT DRINK PLAY TOGETHER
Serial Number:	88153783	DRAGONFROST
Serial Number:	87278807	DAVE & BUSTER'S
Serial Number:	87977609	DAVE & BUSTER'S REWARDS
Serial Number:	87001280	POWER TAP
Serial Number:	86482544	GLOW KONES
Serial Number:	86350900	POWER RANK
Serial Number:	86318407	EAT DRINK PLAY WATCH
Serial Number:	86318411	EAT DRINK PLAY WATCH SPORTS
Serial Number:	85899154	DAVE & BUSTER'S
Serial Number:	85899306	DAVE & BUSTER'S
Serial Number:	85638855	THE NEW MIX OF FUN
Serial Number:	77922833	ESCAPE INTO PLAY
Serial Number:	77568953	EAT & PLAY COMBO
Serial Number:	78785112	D&B
Serial Number:	78785124	DAVE & BUSTER'S
Serial Number:	78785139	DAVE AND BUSTER'S TNTEA
Serial Number:	78574837	JILLIAN'S EAT·DRINK·PLAY
Serial Number:	76393484	EAT DRINK PLAY
Serial Number:	75929530	
Serial Number:	75781398	JILLIAN'S EAT DRINK PLAY
Serial Number:	75659286	POWER CARD
Serial Number:	75499104	JILLIAN'S
Serial Number:	75472494	THERE'S NO PLACE QUITE LIKE IT
Serial Number:	75458150	D&B DAVE AND BUSTER'S
Serial Number:	74641865	THERE'S NO PLACE QUITE LIKE IT
Serial Number:	73829938	JILLIAN'S
Serial Number:	73688862	DAVE AND BUSTER'S D & B
Serial Number:	73688590	THERE'S NO PLACE QUITE LIKE IT
Serial Number:	73688302	D & B
Serial Number:	73688303	D & B
Serial Number:	73688304	DAVE & BUSTER'S
Serial Number:	73688305	DAVE & BUSTER'S
Serial Number:	90853611	MAIN EVENT
Serial Number:	90089463	MAKE EVERY MOMENT THE MAIN EVENT

Property Type	Number	Word Mark
Serial Number:	88623742	ME
Serial Number:	88623770	ME
Serial Number:	88515357	MAIN EVENT
Serial Number:	88515373	MAIN EVENT
Serial Number:	88515392	TOGETHER WE PLAY
Serial Number:	87219726	HEAD FOR FUN
Serial Number:	76718302	MAIN EVENT ENTERTAINMENT
Serial Number:	76716345	LA BELLA'S PIZZA
Serial Number:	85859477	EAT.BOWL.PLAY.
Serial Number:	76487333	MAIN EVENT ENTERTAINMENT
Serial Number:	75352892	MAIN EVENT
Serial Number:	87219974	ELEVATED ENTERTAINMENT
Serial Number:	87022036	THE SUMMIT

CORRESPONDENCE DATA

Fax Number:

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: 2128192511
Email: iprecordations@whitecase.com
Correspondent Name: Kate Andes/ White & Case LLP
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1111779-3029-CM65
NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	06/29/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 29, 2022 (this “Agreement”), is made by **MAIN EVENT SE, INC.**, a Florida corporation with its principal place of business and mailing address at 1221 S. Belt Line Road, Suite 300, Coppell, Texas 75019, **MAIN EVENT ENTERTAINMENT, INC.**, a Florida corporation with its principal place of business and mailing address at 1221 S. Belt Line Road, Suite 300, Coppell, Texas 75019, **DAVE & BUSTER'S I, LP**, a Texas limited partnership with its principal place of business and mailing address at 1221 S. Belt Line Road, Suite 300, Coppell, Texas 75019, (individually, the “Debtor” and collectively, the “Debtors”), in favor of **DEUTSCHE BANK AG NEW YORK BRANCH**, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

WHEREAS, Debtors are party to a Security Agreement dated as of June 29, 2022 (as the same may be amended, amended and restated, modified, supplemented or restated from time to time, the “Security Agreement”) between Debtors and the other debtors party thereto and the Collateral Agent, pursuant to which each Debtor granted a security interest to the 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, each Debtor hereby agrees with the Collateral Agent as follows:

(i) 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.

(ii) Grant of Security Interest in Trademark Collateral

As collateral security for the Secured Obligations, each Debtor hereby grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, and acknowledges and agrees that the 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 each such Debtor’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”):

(1) 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 1 attached hereto, and all of the goodwill of the business connected with or represented by the foregoing; and

(2) 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.

(iii) 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.

(iv) Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and each Debtor hereby acknowledges and affirms that the rights and remedies of the 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.

(v) Governing Law

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT (OTHER THAN AS EXPRESSLY SET FORTH HEREIN) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

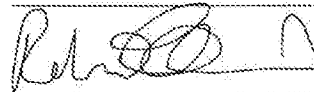
(vi) Counterparts

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. Each Debtor acknowledges that this Agreement is and shall be effective upon its execution and delivery by each such Debtor to the Collateral Agent, and it shall not be necessary for the 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, each Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year first above written.

**MAIN EVENT ENTERTAINMENT, INC.
MAIN EVENT SE, INC.**



Name: Robert W. Edmund
Title: President

DAVE & BUSTER'S I, L.P.
By: DAVE & BUSTER'S, INC., its general partner



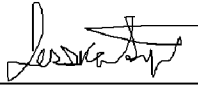
Name: Michael Quartieri
Title: Senior Vice President and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

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

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent



By: Jessica Lutrario
Name: Associate
Title: jessica.lutrario@db.com
212-250-8235



By: Philip Tancorra
Name: Vice President
Title: philip.tancorra@db.com
212-250-6576

[Velocity – Signature Page to Trademark Security Agreement]

TRADEMARK
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Schedule 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

No.	Owner	Trademark	App. No. App. Date	Reg. No. Reg. Date
1.	DAVE & BUSTER'S I, L.P.	POWER CARD	75170990 24-SEP-1996	2385866 12-SEP-2000
2.	DAVE & BUSTER'S I, L.P.	Design Only	97351731 07-APR-2022	
3.	DAVE & BUSTER'S I, L.P.	SENSORY MARK	97245014 29-JAN-2022	
4.	DAVE & BUSTER'S I, L.P.	WHERE PLAYERS WATCH	97239928 26-JAN-2022	
5.	DAVE & BUSTER'S I, L.P.	SCORE WARS	97159465 07-DEC-2021	
6.	DAVE & BUSTER'S I, L.P.	SPOTLIGHT LOUNGE	97146895 29-NOV-2021	
7.	DAVE & BUSTER'S I, L.P.	DAVE & BUSTER'S	90716046 17-MAY-2021	
8.	DAVE & BUSTER'S I, L.P.	HATCHET HERO	90544686 24-FEB-2021	
9.	DAVE & BUSTER'S I, L.P.	FLOCKIN' GOOD	90487967 25-JAN-2021	
10.	DAVE & BUSTER'S I, L.P.	IMPECKABLE FLAVOR	90487972 25-JAN-2021	
11.	DAVE & BUSTER'S I, L.P.	WINGS OUT	90447269 04-JAN-2021	
12.	DAVE & BUSTER'S I, L.P.	THE DEN @ DAVE & BUSTER'S	90357545 03-DEC-2020	
13.	DAVE & BUSTER'S I, L.P.	WHEN THE DAY CALLS FOR SOME WINNING	90127281 20-AUG-2020	6577666 30-NOV-2021
14.	DAVE & BUSTER'S I, L.P.	DAVE & BUSTER'S	90076236 27-JUL-2020	6350173 11-MAY-2021
15.	DAVE & BUSTER'S I, L.P.	DING DING DING	90006775 17-JUN-2020	6291189 09-MAR-2021
16.	DAVE & BUSTER'S I, L.P.	DAVE & BUSTER'S DING DING DING	90004785 16-JUN-2020	6660503 01-MAR-2022
17.	DAVE & BUSTER'S I, L.P.	WOW! WALL	88582071 16-AUG-2019	6143382 01-SEP-2020

No.	Owner	Trademark	App. No. App. Date	Reg. No. Reg. Date
18.	DAVE & BUSTER'S I, L.P.	WOW! WALL	88582096 16-AUG-2019	6143383 01-SEP-2020
19.	DAVE & BUSTER'S I, L.P.	WHERE WORK IS PLAY	88394782 20-APR-2019	6081381 16-JUN-2020
20.	DAVE & BUSTER'S I, L.P.	TAP & PLAY	88230803 14-DEC-2018	6164802 29-SEP-2020
21.	DAVE & BUSTER'S I, L.P.	EAT DRINK PLAY TOGETHER	88205194 26-NOV-2018	5968717 21-JAN-2020
22.	DAVE & BUSTER'S I, L.P.	DRAGONFROST	88153783 12-OCT-2018	5864255 17-SEP-2019
23.	DAVE & BUSTER'S I, L.P.	DAVE & BUSTER'S	87278807 22-DEC-2016	5525613 24-JUL-2018
24.	DAVE & BUSTER'S I, L.P.	DAVE & BUSTER'S REWARDS	87977609 20-OCT-2016	5645465 01-JAN-2019
25.	DAVE & BUSTER'S I, L.P.	POWER TAP	87001280 14-APR-2016	5487085 05-JUN-2018
26.	DAVE & BUSTER'S I, L.P.	GLOW KONES	86482544 16-DEC-2014	4947279 26-APR-2016
27.	DAVE & BUSTER'S I, L.P.	POWER RANK	86350900 29-JUL-2014	5428667 20-MAR-2018
28.	DAVE & BUSTER'S I, L.P.	EAT DRINK PLAY WATCH	86318407 24-JUN-2014	4650751 02-DEC-2014
29.	DAVE & BUSTER'S I, L.P.	EAT DRINK PLAY WATCH SPORTS	86318411 24-JUN-2014	4654596 09-DEC-2014
30.	DAVE & BUSTER'S I, L.P.	DAVE & BUSTER'S	85899154 09-APR-2013	4660308 23-DEC-2014
31.	DAVE & BUSTER'S I, L.P.	DAVE & BUSTER'S	85899306 09-APR-2013	4660309 23-DEC-2014
32.	DAVE & BUSTER'S I, L.P.	THE NEW MIX OF FUN	85638855 30-MAY-2012	4257736 11-DEC-2012
33.	DAVE & BUSTER'S I, L.P.	ESCAPE INTO PLAY	77922833 28-JAN-2010	3895329 21-DEC-2010
34.	DAVE & BUSTER'S I, L.P.	EAT & PLAY COMBO	77568953 12-SEP-2008	3665989 11-AUG-2009
35.	DAVE & BUSTER'S I, L.P.	D&B	78785112 04-JAN-2006	3133186 22-AUG-2006
36.	DAVE & BUSTER'S I, L.P.	DAVE & BUSTER'S	78785124 04-JAN-2006	3176873 28-NOV-2006
37.	DAVE & BUSTER'S I, L.P.	DAVE AND BUSTER'S TNTEA	78785139 04-JAN-2006	3133187 22-AUG-2006
38.	DAVE & BUSTER'S I, L.P.	JILLIAN'S EAT·DRINK·PLAY	78574837 25-FEB-2005	3265902 17-JUL-2007

No.	Owner	Trademark	App. No. App. Date	Reg. No. Reg. Date
39.	DAVE & BUSTER'S I, L.P.	EAT DRINK PLAY	76393484 09-APR-2002	2746430 05-AUG-2003
40.	DAVE & BUSTER'S I, L.P.	Design Only	75929530 28-FEB-2000	2627192 01-OCT-2002
41.	DAVE & BUSTER'S I, L.P.	JILLIAN'S EAT DRINK PLAY	75781398 23-AUG-1999	2412190 12-DEC-2000
42.	DAVE & BUSTER'S I, L.P.	POWER CARD	75659286 16-MAR-1999	2332153 21-MAR-2000
43.	DAVE & BUSTER'S I, L.P.	JILLIAN'S	75499104 04-JUN-1998	2264862 27-JUL-1999
44.	DAVE & BUSTER'S I, L.P.	THERE'S NO PLACE QUITE LIKE IT	75472494 16-APR-1998	2307083 11-JAN-2000
45.	DAVE & BUSTER'S I, L.P.	D&B DAVE AND BUSTER'S	75458150 30-MAR-1998	2228792 02-MAR-1999
46.	DAVE & BUSTER'S I, L.P.	THERE'S NO PLACE QUITE LIKE IT	74641865 03-MAR-1995	2011447 29-OCT-1996
47.	DAVE & BUSTER'S I, L.P.	JILLIAN'S	73829938 06-OCT-1989	1625291 27-NOV-1990
48.	DAVE & BUSTER'S I, L.P.	DAVE AND BUSTER'S D & B	73688862 09-OCT-1987	1543908 13-JUN-1989
49.	DAVE & BUSTER'S I, L.P.	THERE'S NO PLACE QUITE LIKE IT	73688590 08-OCT-1987	1494597 28-JUN-1988
50.	DAVE & BUSTER'S I, L.P.	D & B	73688302 05-OCT-1987	1491690 07-JUN-1988
51.	DAVE & BUSTER'S I, L.P.	D & B	73688303 05-OCT-1987	1492658 14-JUN-1988
52.	DAVE & BUSTER'S I, L.P.	DAVE & BUSTER'S	73688304 05-OCT-1987	1491691 07-JUN-1988
53.	DAVE & BUSTER'S I, L.P.	DAVE & BUSTER'S	73688305 05-OCT-1987	1493618 21-JUN-1988
54.	MAIN EVENT ENTERTAINMENT, INC.	MAIN EVENT	90853611 28-JUL-2021	
55.	MAIN EVENT ENTERTAINMENT, INC.	MAKE EVERY MOMENT THE MAIN EVENT	90089463 03-AUG-2020	6450381 10-AUG-2021
56.	MAIN EVENT ENTERTAINMENT, INC.	ME	88623742 19-SEP-2019	6373717 01-JUN-2021
57.	MAIN EVENT ENTERTAINMENT, INC.	ME	88623770 19-SEP-2019	6373719 01-JUN-2021

No.	Owner	Trademark	App. No. App. Date	Reg. No. Reg. Date
58.	MAIN EVENT ENTERTAINMENT, INC.	MAIN EVENT	88515357 15-JUL-2019	6190860 03-NOV-2020
59.	MAIN EVENT ENTERTAINMENT, INC.	MAIN EVENT	88515373 15-JUL-2019	6190861 03-NOV-2020
60.	MAIN EVENT ENTERTAINMENT, INC.	TOGETHER WE PLAY	88515392 15-JUL-2019	6148869 08-SEP-2020
61.	MAIN EVENT ENTERTAINMENT, INC.	HEAD FOR FUN	87219726 28-OCT-2016	5217899 06-JUN-2017
62.	MAIN EVENT ENTERTAINMENT, INC.	MAIN EVENT ENTERTAINMENT	76718302 28-JUL-2015	5043193 20-SEP-2016
63.	MAIN EVENT ENTERTAINMENT, INC.	LA BELLA'S PIZZA	76716345 14-MAY-2014	4665112 06-JAN-2015
64.	MAIN EVENT ENTERTAINMENT, INC.	EAT.BOWL.PLAY.	85859477 25-FEB-2013	5093500 06-DEC-2016
65.	MAIN EVENT ENTERTAINMENT, INC.	MAIN EVENT ENTERTAINMENT	76487333 04-FEB-2003	2794391 16-DEC-2003
66.	MAIN EVENT ENTERTAINMENT, INC.	MAIN EVENT	75352892 08-SEP-1997	2327143 07-MAR-2000
67.	MAIN EVENT SE, INC.	ELEVATED ENTERTAINMENT	87219974 28-OCT-2016	5588637 23-OCT-2018
68.	MAIN EVENT SE, INC.	THE SUMMIT	87022036 02-MAY-2016	5100167 13-DEC-2016