

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
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
RECEIVING PARTY DATA			
Name:	U.S. Bank, National Association		
Street Address:	425 Walnut		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	90853611	MAIN EVENT	
Registration Number:	6450381	MAKE EVERY MOMENT THE MAIN EVENT	
Registration Number:	6373717	ME	
Registration Number:	6373719	ME	
Registration Number:	6190860	MAIN EVENT	
Registration Number:	6190861	MAIN EVENT	
Registration Number:	6148869	TOGETHER WE PLAY	
Registration Number:	5217899	HEAD FOR FUN	
Registration Number:	5043193	MAIN EVENT ENTERTAINMENT	
Registration Number:	4665112	LA BELLA'S PIZZA	
Registration Number:	5093500	EAT.BOWL.PLAY.	
Registration Number:	2794391	MAIN EVENT ENTERTAINMENT	
Registration Number:	2327143	MAIN EVENT	
Registration Number:	5588637	ELEVATED ENTERTAINMENT	
Registration Number:	5100167	THE SUMMIT	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

CH \$390.00 90853611

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3128622000
Email: rob.soneson@kirkland.com
Correspondent Name: Rob Soneson
Address Line 1: 300 N LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	52138-2
--------------------------------	---------

NAME OF SUBMITTER:	Rob Soneson
---------------------------	-------------

SIGNATURE:	/rsoneson/
-------------------	------------

DATE SIGNED:	06/29/2022
---------------------	------------

Total Attachments: 5

source=Dave & Buster_s - U.S. Bank Trademark Security Agreement (Executed)_(87625486_2)#page1.tif

source=Dave & Buster_s - U.S. Bank Trademark Security Agreement (Executed)_(87625486_2)#page2.tif

source=Dave & Buster_s - U.S. Bank Trademark Security Agreement (Executed)_(87625486_2)#page3.tif

source=Dave & Buster_s - U.S. Bank Trademark Security Agreement (Executed)_(87625486_2)#page4.tif

source=Dave & Buster_s - U.S. Bank Trademark Security Agreement (Executed)_(87625486_2)#page5.tif

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 and **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 (individually, the "Debtor" and collectively, the "Debtors"), in favor of **U.S. BANK NATIONAL ASSOCIATION**, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

WHEREAS, Debtors became 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") pursuant to that certain Supplemental Security Agreement dated as of the date hereof between Debtors, the other grantors 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.

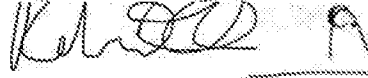
(vi) Counterparts

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.




Edmund, Rob

Name: Robert W. Edmund

Title: President

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

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Collateral Agent

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

Schedule 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

No.	Owner	Trademark	App. No. App. Date	Reg. No. Reg. Date
1.	MAIN EVENT ENTERTAINMENT, INC.	MAIN EVENT	90853611 28-JUL-2021	
2.	MAIN EVENT ENTERTAINMENT, INC.	MAKE EVERY MOMENT THE MAIN EVENT	90089463 03-AUG-2020	6450381 10-AUG-2021
3.	MAIN EVENT ENTERTAINMENT, INC.	ME	88623742 19-SEP-2019	6373717 01-JUN-2021
4.	MAIN EVENT ENTERTAINMENT, INC.	ME	88623770 19-SEP-2019	6373719 01-JUN-2021
5.	MAIN EVENT ENTERTAINMENT, INC.	MAIN EVENT	88515357 15-JUL-2019	6190860 03-NOV-2020
6.	MAIN EVENT ENTERTAINMENT, INC.	MAIN EVENT	88515373 15-JUL-2019	6190861 03-NOV-2020
7.	MAIN EVENT ENTERTAINMENT, INC.	TOGETHER WE PLAY	88515392 15-JUL-2019	6148869 08-SEP-2020
8.	MAIN EVENT ENTERTAINMENT, INC.	HEAD FOR FUN	87219726 28-OCT-2016	5217899 06-JUN-2017
9.	MAIN EVENT ENTERTAINMENT, INC.	MAIN EVENT ENTERTAINMENT	76718302 28-JUL-2015	5043193 20-SEP-2016
10.	MAIN EVENT ENTERTAINMENT, INC.	LA BELLA'S PIZZA	76716345 14-MAY-2014	4665112 06-JAN-2015
11.	MAIN EVENT ENTERTAINMENT, INC.	EAT.BOWL.PLAY.	85859477 25-FEB-2013	5093500 06-DEC-2016
12.	MAIN EVENT ENTERTAINMENT, INC.	MAIN EVENT ENTERTAINMENT	76487333 04-FEB-2003	2794391 16-DEC-2003
13.	MAIN EVENT ENTERTAINMENT, INC.	MAIN EVENT	75352892 08-SEP-1997	2327143 07-MAR-2000
14.	MAIN EVENT SE, INC.	ELEVATED ENTERTAINMENT	87219974 28-OCT-2016	5588637 23-OCT-2018
15.	MAIN EVENT SE, INC.	THE SUMMIT	87022036 02-MAY-2016	5100167 13-DEC-2016