

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|-----------------------|
| Midway Home Entertainment Inc. | | 03/03/2004 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|---|
| Name: | Wells Fargo Foothill, Inc., as Administrative Agent |
| Street Address: | 2450 Colorado Avenue |
| Internal Address: | Suite 3000 West |
| City: | Santa Monica |
| State/Country: | CALIFORNIA |
| Postal Code: | 90404 |
| Entity Type: | CORPORATION: CALIFORNIA |

PROPERTY NUMBERS Total: 45

| Property Type | Number | Word Mark |
|----------------|----------|---------------------------|
| Serial Number: | 75695917 | BUTCHER BROWN |
| Serial Number: | 75926322 | CAPTAIN JOHNNY TURBINE |
| Serial Number: | 78216800 | CAREER CRIMINAL |
| Serial Number: | 76022302 | CHAUNCY BILLINGSWORTH III |
| Serial Number: | 75926321 | CHIP BUCKLEY |
| Serial Number: | 75828704 | DEUCE |
| Serial Number: | 78124899 | DOOMSDAY RESCUE |
| Serial Number: | 75941027 | FERGUS "ROWDY" O'RILEY |
| Serial Number: | 78056478 | FIREBLADE |
| Serial Number: | 75941029 | FREAK E. DEKE |
| Serial Number: | 75926317 | FREAKY FLYERS |
| Serial Number: | 75941025 | FREEDOM BROCK |
| Serial Number: | 78146421 | FREEFORMER |
| Serial Number: | 78129496 | FREESTYLE: METAL X |

OP \$1140.00 75695917

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| Serial Number: | 75941032 | G.C. THUNDER |
| Serial Number: | 76075450 | JOHNNY BAD BLOOD |
| Serial Number: | 78273136 | LT. NICK CROSS |
| Serial Number: | 75941026 | MAMA TUA |
| Serial Number: | 75926315 | PVT. CHAUNCY BILLINGSWORTH III |
| Serial Number: | 75941028 | QUEEN SHANIQUOI |
| Serial Number: | 78233602 | ROADKILL |
| Serial Number: | 75926320 | SAMMY WASABI |
| Serial Number: | 78179367 | THE SUFFERING |
| Serial Number: | 78133396 | TORQUE |
| Serial Number: | 75926316 | TRACI TORPEDOES |
| Registration Number: | 2486051 | 4 WHEEL THUNDER |
| Registration Number: | 2719582 | AFRO THUNDER |
| Registration Number: | 2424103 | ARCADE PARTY PAK |
| Registration Number: | 2443470 | BILLY BOB'S HUNTIN 'N' FISHIN |
| Registration Number: | 2311515 | BIOFREAKS |
| Registration Number: | 2280104 | CHOPPER ATTACK |
| Registration Number: | 2640059 | FURIOUS FAZ MOTAR |
| Registration Number: | 2327235 | GAMER'S SELECT VALUE PRICE |
| 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: | 2654776 | LEGION: LEGEND OF EXCALIBUR |
| Registration Number: | 2209681 | MOON PATROL |
| Registration Number: | 2596608 | NO REFS. NO RULES. NO MERCY. |
| Registration Number: | 2509628 | OFF ROAD CHALLENGE |
| Registration Number: | 2131011 | OFF ROAD CHALLENGE |
| Registration Number: | 2688784 | THE PUZZLE ADDICT'S GAME PACK |
| Registration Number: | 2562548 | WILD "STUBBY" CORLEY |

CORRESPONDENCE DATA

Fax Number: (312)863-7812

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7190
Email: nathaniel.panek@goldbergkohn.com
Correspondent Name: Nathaniel Panek
Address Line 1: 55 East Monroe St.
Address Line 2: Ste. 3700
Address Line 4: Chicago, ILLINOIS 60603

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|-------------------------|----------|
| ATTORNEY DOCKET NUMBER: | 1989.080 |
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| NAME OF SUBMITTER: | Nathaniel Panek |
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Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 3rd day of March, 2004, is by and between **MIDWAY HOME ENTERTAINMENT INC.**, a Delaware corporation ("Grantor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation ("Agent"), as administrative agent for the Lenders (as defined below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith among Grantor, Midway Amusement Games, LLC, a Delaware limited liability company ("MAG," Grantor and MAG are referred hereafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), certain credit parties from time to time party thereto, the lenders from time to time party thereto ("Lenders") and Agent, as a lender, the arranger and as administrative agent for the Lenders (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agent and the Lenders have 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 Agent, on behalf of itself and the Lenders, agree as follows:

1. Incorporation of Loan Agreement; Loan Agreement Definitions. The 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 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 Agent, on behalf of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the 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, trade names, corporate 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 and 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 federally registered Trademarks now owned by Grantor.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the 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, Agent 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 Agent and the Lenders under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Trademarks, whether established hereby, by the 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 Agent and Lenders 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.

[REDACTED]

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

MIDWAY HOME ENTERTAINMENT INC.

By: Th E. Powell
Name: THOMAS POWELL
Title: SVP Finance, CFO, Treasurer

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

WELLS FARGO FOOTHILL, INC., as Agent

By: Bill R. George
Title: Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

| Mark | Registration No. | Registration Date |
|-------------------------------|-------------------------|--------------------------|
| 4 WHEEL THUNDER | 2486051 | 9/4/01 |
| AFRO THUNDER | 2719582 | 5/27/03 |
| ARCADE PARTY PAK | 2424103 | 1/23/01 |
| BILLY BOB'S HUNTIN 'N' FISHIN | 2443470 | 4/10/01 |
| BIOFREAKS | 2311515 | 1/25/00 |
| CHOPPER ATTACK | 2280104 | 9/21/99 |
| FURIOUS FAZ MOTAR | 2640059 | 10/22/02 |
| GAMER'S SELECT VALUE PRICE | 2327235 | 3/7/00 |
| HITZ | 2672920 | 1/7/03 |
| HYDRO THUNDER | 2333508 | 3/21/00 |
| HYDRO THUNDER | 2367136 | 7/11/00 |
| JOEY T | 2681600 | 1/28/03 |
| KEMO CLAW | 2764546 | 9/16/03 |
| LEGION: LEGEND OF EXCALIBUR | 2654776 | 11/26/02 |
| MOON PATROL | 2209681 | 12/8/98 |
| NO REFS. NO RULES. NO MERCY. | 2596608 | 7/23/02 |
| OFF ROAD CHALLENGE | 2509628 | 11/10/01 |
| OFF ROAD CHALLENGE | 2131011 | 1/20/98 |
| THE PUZZLE ADDICT'S GAME PACK | 2688784 | 2/18/03 |
| WILD "STUBBY" CORLEY | 2562548 | 4/16/02 |

TRADEMARK APPLICATIONS

| Mark | Serial No. | Application Date |
|--------------------------------|-------------------|-------------------------|
| BUTCHER BROWN | 75/695,917 | 4/29/99 |
| CAPTAIN JOHNNY TURBINE | 75/926,322 | 2/23/00 |
| CAREER CRIMINAL | 78/216,800 | 2/20/03 |
| CHAUNCY BILLINGSWORTH III | 76/022,302 | 4/10/00 |
| CHIP BUCKLEY | 75/926,321 | 2/23/00 |
| DEUCE | 75/828,704 | 10/20/99 |
| DOOMSDAY RESCUE | 78/124,899 | 4/29/02 |
| FERGUS "ROWDY" O'RILEY | 75/941,027 | 3/10/00 |
| FIREBLADE | 78/056,478 | 4/4/01 |
| FREAK E. DEKE | 75/941,029 | 3/10/00 |
| FREAKY FLYERS | 75/926,317 | 2/23/00 |
| FREEDOM BROCK | 75/941,025 | 3/10/00 |
| FREEFORMER | 78/146,421 | 7/23/02 |
| FREESTYLE: METAL X | 78/129,496 | 5/17/02 |
| G.C. THUNDER | 75/941,032 | 3/10/00 |
| JOHNNY BAD BLOOD | 76/075,450 | 6/22/00 |
| LT. NICK CROSS | 78/273,136 | 7/11/03 |
| MAMA TUA | 75/941,026 | 3/10/00 |
| PVT. CHAUNCY BILLINGSWORTH III | 75/926,315 | 2/23/00 |
| QUEEN SHANIQUOI | 75/941,028 | 3/10/00 |
| ROADKILL | 78/233,602 | 4/3/03 |
| SAMMY WASABI | 75/926,320 | 2/23/00 |
| THE SUFFERING | 78/179,367 | 10/29/02 |
| TORQUE | 78/133,396 | 6/5/02 |
| TRACI TORPEDOES | 75/926,316 | 2/23/00 |