

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midway Amusement Games, LLC		03/03/2004	Limited Liability Company: 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: 142

Property Type	Number	Word Mark
Serial Number:	76062977	ARCH RIVALS
Serial Number:	78128490	BALLERS
Serial Number:	75228650	BLASTER
Serial Number:	78119507	BOX SWAP
Serial Number:	78099591	DEADLY ALLIANCE
Serial Number:	78224863	DEADLY REVENGE
Serial Number:	78112953	
Serial Number:	78122558	ESPIONAGE
Serial Number:	78133056	ITCH'N TO WIN
Serial Number:	75797167	JET SET
Serial Number:	78273115	K.R.A.K
Serial Number:	78273096	MARCUS HILL
Serial Number:	78273071	MAX FORCE
Serial Number:	75926318	MIDWAY TOURNAMENT NETWORK

OP \$3565.00 76062977

Serial Number:	76011239	MTN MIDWAY TOURNAMENT NETWORK
Serial Number:	78099616	MORTAL KOMBAT DEADLY ALLIANCE
Serial Number:	78348719	MORTAL KOMBAT DECEPTION
Serial Number:	76093487	MTN
Serial Number:	75639242	NARC
Serial Number:	78239998	NARC
Serial Number:	78233572	NICK GELLER
Serial Number:	78251666	NICK SCRYER
Serial Number:	78306800	PSI-OPS THE MINDGATE CONSPIRACY
Serial Number:	76294150	QUAN CHI
Serial Number:	75592846	RAMPAGE
Serial Number:	78133058	SCRATCH 4 \$CRATCH
Serial Number:	75909215	THE GRID THAT'S WHAT YOU GET
Serial Number:	78238118	SHOCK & AWE
Serial Number:	78367084	SLUG IT LIKE SAMMY
Serial Number:	78342665	SLUGFEST LOADED
Serial Number:	78146700	SPYHUNTER
Serial Number:	75909204	SURFIN 11'S
Serial Number:	78297154	VANESSA DUVELLE
Serial Number:	78119478	VECTOR
Serial Number:	78119599	WILD PUCK HOCKEY
Serial Number:	78200722	YOUR MIND IS THE ULTIMATE WEAPON
Registration Number:	2023651	3
Registration Number:	2246706	3 PEAK
Registration Number:	2155630	5 STAR GENERAL
Registration Number:	2518668	ARCTIC THUNDER
Registration Number:	2571930	ARCTIC THUNDER
Registration Number:	2468413	ARTIFACT
Registration Number:	1941203	BARAKA
Registration Number:	2159607	BLAST 'EM
Registration Number:	2215166	BLITZ
Registration Number:	2206268	BLITZ
Registration Number:	1281697	BUBBLES
Registration Number:	2284142	CARNEVIL
Registration Number:	2373713	CRYSTAL BALLS

Registration Number:	1288008	DEFENDER
Registration Number:	2293117	DOMINO PLUS
Registration Number:	2276720	FLIGHT DECK
Registration Number:	2594516	FUJIN
Registration Number:	2489418	GEM SLIDE
Registration Number:	2282152	GO WILD
Registration Number:	2485277	GORO
Registration Number:	2574488	GORO
Registration Number:	2162762	HOT HOOPS
Registration Number:	2470636	INVASION: THE ABDUCTORS
Registration Number:	1977925	JADE
Registration Number:	1942844	JAX
Registration Number:	2161649	JOHNNY CAGE
Registration Number:	2453409	JOHNNY CAGE
Registration Number:	1260101	JOUST
Registration Number:	2594515	KAI
Registration Number:	2640352	KANO
Registration Number:	2125756	KANO
Registration Number:	2239783	KICK CHAMPION
Registration Number:	1979399	KINTARO
Registration Number:	2056405	KITANA
Registration Number:	2003777	KUNG LAO
Registration Number:	2452080	LINES OF SIGHT
Registration Number:	2592891	LIU KANG
Registration Number:	2161650	LIU KANG
Registration Number:	2284137	LIU KANG
Registration Number:	2458589	MIDWAY
Registration Number:	2185156	M MIDWAY
Registration Number:	2215528	M MIDWAY
Registration Number:	2553166	MAHKI
Registration Number:	1639198	MIDWAY
Registration Number:	2666908	MIDWAY SPORTS ASYLUM
Registration Number:	2605452	MIDWAY TOURNAMENT NETWORK
Registration Number:	2028633	MK3
Registration Number:	2080146	MORTAL KOMBAT

Registration Number:	1951720	MORTAL KOMBAT
Registration Number:	1912102	MORTAL KOMBAT
Registration Number:	1764671	MORTAL KOMBAT
Registration Number:	2726040	MORTAL KOMBAT DEADLY ALLIANCE
Registration Number:	2566113	MORTAL KOMBAT SPECIAL FORCES
Registration Number:	2579773	MTN
Registration Number:	2595288	MTN MIDWAY TOURNAMENT NETWORK
Registration Number:	1566124	NARC
Registration Number:	1912104	
Registration Number:	1883678	
Registration Number:	1977924	NOOB SAIBOT
Registration Number:	2456337	PICK UP 6
Registration Number:	2534749	POND KINGS
Registration Number:	2489417	POWER CELL
Registration Number:	2778603	QUAN CHI
Registration Number:	2133725	RAMPAGE
Registration Number:	2579771	RAMPAGE THROUGH TIME
Registration Number:	2683900	RAMPAGE WORLD TOUR
Registration Number:	2070177	RAYDEN
Registration Number:	2700725	RED CARD
Registration Number:	2041479	REPTILE
Registration Number:	2164623	ROBOTRON X
Registration Number:	1240987	ROBOTRON: 2084
Registration Number:	2151427	ROYAL QUEST
Registration Number:	1979392	SHANG TSUNG
Registration Number:	1977927	SHAO KAHN
Registration Number:	2689406	SHINNOK
Registration Number:	1282636	SINISTAR
Registration Number:	2696796	SLUGFEST
Registration Number:	1705914	SLUGFEST
Registration Number:	1977926	SMOKE
Registration Number:	2705252	SONYA BLADE
Registration Number:	2161648	SONYA BLADE
Registration Number:	2808949	SPACE CHASE
Registration Number:	1764664	SPY HUNTER

Registration Number:	2239757	STRIP SEARCH
Registration Number:	2493543	SUB-ZERO
Registration Number:	2672439	SUB-ZERO
Registration Number:	2162761	TARGET 21
Registration Number:	2526024	THE GRID "THAT'S WHAT YOU GET!"
Registration Number:	2316666	THE MIDWAY MAGAZINE
Registration Number:	2381347	THE SPORTS ASYLUM, INC. SOCCER MANUAL FISHING
Registration Number:	2579211	TIMES SQUARE
Registration Number:	2243832	TOUCH KEY
Registration Number:	2182790	TOUCH MASTER
Registration Number:	2110354	TOUCH MASTER
Registration Number:	2462149	TOUCH OF FAME
Registration Number:	2439476	TOUCHMASTER INFINITY
Registration Number:	2151428	TRIPLE ELEVENS
Registration Number:	2559566	UNDERCOVERS
Registration Number:	2409414	UPLIFT
Registration Number:	2443394	VIEWFINDER
Registration Number:	2209764	WATCH YOUR @#&*! ING LANGUAGE
Registration Number:	2234459	WAVE NET
Registration Number:	2373704	WILD SLIDE
Registration Number:	2161091	WORDZ
Registration Number:	1489194	XENOPHOBE
Registration Number:	2360762	ZAP 'EM

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 Street
Address Line 2: Ste. 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.080
NAME OF SUBMITTER:	Nathaniel Panek

Total Attachments: 9

TRADEMARK
REEL: 002805 FRAME: 0190

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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 AMUSEMENT GAMES, LLC**, a Delaware limited liability company ("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 Home Entertainment Inc., a Delaware corporation ("Midway," Grantor and Midway 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.

[Signature page follows]

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

MIDWAY AMUSEMENT GAMES, LLC

By: TH 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. Stenge
Title: Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
3	2023651	12/17/96
3 PEAK	2246706	5/18/99
5 STAR GENERAL	2155630	5/5/98
ARCTIC THUNDER	2518668	12/11/01
ARCTIC THUNDER	2571930	5/21/02
ARTIFACT	2468413	7/10/01
BARAKA	1941203	12/12/95
BLAST 'EM	2159607	5/19/98
BLITZ	2215166	12/29/98
BLITZ	2206268	11/24/98
BUBBLES	1281697	6/12/84
CARNEVIL	2284142	10/5/99
CRYSTAL BALLS	2373713	8/1/00
DEFENDER	1288008	7/31/84
DOMINO PLUS	2293117	11/16/99
FLIGHT DECK	2276720	9/7/99
FUJIN	2594516	7/16/02
GEM SLIDE	2489418	9/11/01
GO WILD	2282152	9/28/99
GORO	2485277	9/4/01
GORO	2574488	5/28/02
HOT HOOPS	2162762	6/2/98
INVASION: THE ABDUCTORS	2470636	7/17/01
JADE	1977925	6/4/96
JAX	1942844	12/19/95
JOHNNY CAGE	2161649	6/2/98
JOHNNY CAGE	2453409	5/22/01
JOUST	1260101	12/6/83
KAI	2594515	7/16/02
KANO	2640352	10/22/02
KANO	2125756	12/30/97
KICK CHAMPION	2239783	4/13/99
KINTARO	1979399	6/11/96
KITANA	2056405	4/22/97
KUNG LAO	2003777	9/24/96

LINES OF SIGHT	2452080	5/15/01
LIU KANG	2592891	7/9/02
LIU KANG	2161650	6/2/98
LIU KANG	2284137	10/5/99
M MIDWAY	2458589	6/5/01
M MIDWAY	2185156	8/25/98
M MIDWAY	2215528	12/29/98
MAHKI	2553166	3/26/02
MIDWAY	1639198	3/26/91
MIDWAY SPORTS ASYLUM	2666908	12/24/02
MIDWAY TOURNAMENT NETWORK	2605452	8/6/02
MK3	2028633	1/7/97
MORTAL KOMBAT	2080146	7/15/97
MORTAL KOMBAT	1951720	1/23/96
MORTAL KOMBAT	1912102	8/15/95
MORTAL KOMBAT	1764671	4/13/93
MORTAL KOMBAT DEADLY ALLIANCE	2726040	6/10/03
MORTAL KOMBAT SPECIAL FORCES	2566113	4/30/02
MTN	2579773	6/11/02
MTN MIDWAY TOURNAMENT NETWORK	2595288	7/16/02
NARC	1566124	11/14/89
NONE (DESIGN ONLY)	1912104	8/15/95
NONE (DESIGN ONLY)	1883678	3/14/95
NOOB SAIBOT	1977924	6/4/96
PICK UP 6	2456337	5/29/01
POND KINGS	2534749	1/29/02
POWER CELL	2489417	9/11/01
QUAN CHI	2778603	10/28/03
RAMPAGE	2133725	2/3/98
RAMPAGE THROUGH TIME	2579771	6/11/02
RAMPAGE WORLD TOUR	2683900	2/4/03
RAYDEN	2070177	6/10/97
RED CARD	2700725	3/25/03
REPTILE	2041479	2/25/97
ROBOTRON X	2164623	6/9/98
ROBOTRON: 2084	1240987	6/7/83
ROYAL QUEST	2151427	4/14/98
SHANG TSUNG	1979392	6/11/96
SHAO KAHN	1977927	6/4/96
SHINNOK	2689406	2/18/03
SINISTAR	1282636	6/19/84

SLUGFEST	2696796	3/11/03
SLUGFEST	1705914	8/4/92
SMOKE	1977926	6/4/96
SONYA BLADE	2705252	4/8/03
SONYA BLADE	2161648	6/2/98
SPACE CHASE	2808949	1/27/04
SPY HUNTER	1764664	4/13/93
STRIP SEARCH	2239757	4/13/99
SUB-ZERO	2493543	9/25/01
SUB-ZERO	2672439	1/7/03
TARGET 21	2162761	6/2/98
THE GRID "THAT' S WHAT YOU GET!"	2526024	1/1/02
THE MIDWAY MAGAZINE	2316666	2/8/00
THE SPORTS ASYLUM, INC. SOCCER MANUAL FISHING	2381347	8/29/00
TIMES SQUARE	2579211	6/11/02
TOUCH KEY	2243832	5/4/99
TOUCH MASTER	2182790	8/18/98
TOUCH MASTER	2110354	11/4/97
TOUCH OF FAME	2462149	6/19/01
TOUCHMASTER INFINITY	2439476	3/27/01
TRIPLE ELEVENS	2151428	4/14/98
UNDERCOVERS	2559566	4/9/02
UPLIFT	2409414	11/28/00
VIEWFINDER	2443394	4/10/01
WATCH YOUR @#&*!ING LANGUAGE	2209764	12/8/98
WAVE NET	2234459	3/23/99
WILD SLIDE	2373704	8/1/00
WORDZ	2161091	5/26/98
XENOPHOBE	1489194	5/24/88
ZAP 'EM	2360762	6/20/00

TRADEMARK APPLICATIONS

Mark	Serial No.	Application Date
ARCH RIVALS	76/062,977	5/19/00
BALLERS	78/128,490	5/14/02
BLASTER	75/228,650	1/12/97
BOX SWAP	78/119,507	4/4/02
DEADLY ALLIANCE	78/099,591	12/21/01
DEADLY REVENGE	78/224,863	3/12/03
DRAGON SHIELD AND DESIGN	78/112,953	3/6/02
ESPIONAGE	78/122,558	4/18/02
ITCH'N TO WIN	78/133,056	6/4/02
JET SET	75/797,167	9/10/99
K.R.A.K.	78/273,115	7/11/03
MARCUS HILL	78/273,096	7/11/03
MAX FORCE	78/273,071	7/11/03
MIDWAY TOURNAMENT NETWORK	75/926,318	2/23/00
MIDWAY TOURNAMENT NETWORK & DESIGN	76/011,239	3/27/00
MORTAL KOMBAT DEADLY ALLIANCE	78/099,616	12/21/01
MORTAL KOMBAT DECEPTION	78/348,719	1/7/04
MTN DESIGN	76/093,487	7/12/00
NARC	75/639,242	2/8/99
NARC	78/239,998	4/21/03
NICK GELLER	78/233,572	4/3/03
NICK SCRYER	78/251,666	5/19/03
PSI-OPS THE MINDGATE CONSPIRACY	78/306,800	9/26/03
QUAN CHI	76/294,150	8/1/01
RAMPAGE	75/592,846	11/20/98
SCRATCH 4 \$CRATCH	78/133,058	6/4/02
SHOCK & AWE	75/909,215	5/28/03
SHOCK & AWE	78/238,118	4/15/03
SLUG IT LIKE SAMMY	78/367,084	2/12/04
SLUGFEST LOADED	78/342,665	12/18/03
SPYHUNTER	78/146,700	7/23/02
SURFIN 11'S	75/909,204	2/4/00
VANESSA DUVELLE	78/297,154	9/8/03
VECTOR	78/119,478	4/4/02
WILD PUCK HOCKEY	78/119,599	4/4/02

YOUR MIND IS THE ULTIMATE WEAPON	78/200,722	1/7/03
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