

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	05/31/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Midway Games West Inc.		05/31/2005	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Wells Fargo Foothill, Inc., as 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: 14**

Property Type	Number	Word Mark
Serial Number:	78586375	CHAMPIONSHIP SPRINT
Serial Number:	78586574	CYBERBALL 2072
Serial Number:	78531510	GAUNTLET SEVEN SORROWS
Serial Number:	78422016	HAVEN: CALL OF THE KING
Serial Number:	78586397	PIT-FIGHTER
Serial Number:	78582064	RAMPART
Serial Number:	78582046	ROADBLASTERS
Serial Number:	78582390	S.T.U.N. RUNNER
Serial Number:	78582419	SAN FRANCISCO RUSH 2049
Serial Number:	78582409	SAN FRANCISCO RUSH: THE ROCK ALCATRAZ EDITION
Serial Number:	78582021	SUPER SPRINT
Serial Number:	78581977	TOOBIN'

OP \$365.00 78586375

Serial Number:	78581867	VINDICATORS
Serial Number:	78586647	XYBOTS

**CORRESPONDENCE DATA**

Fax Number: (312)863-7812  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: nathaniel.panek@goldbergkohn.com  
 Correspondent Name: Nathaniel Panek  
 Address Line 1: 55 East Monroe  
 Address Line 2: Suite 3700  
 Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Nathaniel Panek
Signature:	/nathaniel panek/
Date:	07/20/2005

**Total Attachments: 6**  
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## FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement, dated as of May 31, 2005 (this "Amendment"), is by and between **MIDWAY GAMES WEST INC.**, a California corporation ("Grantor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation ("Agent"), as administrative agent for the Lenders.

### WITNESSETH:

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement, dated as of March 3, 2004 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement"), entered into in connection with that certain Loan and Security Agreement, dated March 3, 2004, among Agent, Lenders, Midway Home Entertainment Inc., a Delaware corporation, and Midway Amusement Games, LLC, a Delaware limited liability company (the "Loan Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Loan Agreement); and

WHEREAS, Grantor and Agent have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. The Trademark Security Agreement is amended as follows:

(a) Schedule A to the Trademark Security Agreement shall be amended by adding the items set forth under the headings "Trademark Registrations" and "Trademark Applications" on Exhibit A hereto to Schedule A to the Trademark Security Agreement under the headings "Trademark Registrations" and "Trademark Applications" as applicable.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

(c) Governing Law. THIS AMENDMENT 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


AMENDMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AMENDMENT 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 AMENDMENT.

\* \* \* \*

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

**GRANTOR:**

**MIDWAY GAMES WEST INC.**

  
By DEBORAH K. FULTON  
Its VICE PRESIDENT and SECRETARY

**AGENT:**

**WELLS FARGO FOOTHILL, INC., as Agent**

By \_\_\_\_\_  
Its \_\_\_\_\_

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

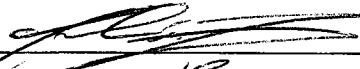

**GRANTOR:**

**MIDWAY GAMES WEST INC.**

By \_\_\_\_\_  
Its \_\_\_\_\_

**AGENT:**

**WELLS FARGO FOOTHILL, INC., as Agent**

By  \_\_\_\_\_  
Its  \_\_\_\_\_

**EXHIBIT A**

**TRADEMARK REGISTRATIONS**

[none]

**TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Serial No.</b>	<b>Application Date</b>
CHAMPIONSHIP SPRINT	78/586375	3/14/05
CYBERBALL 2072	78/586574	3/14/05
GAUNTLET SEVEN SORROWS	78/531510	12/13/04
HAVEN: CALL OF THE KING	78/422016	5/20/04
PIT-FIGHTER	78/586397	3/14/05
RAMPART	78/582064	3/7/05
ROADBLASTERS	78/582046	3/7/05
S.T.U.N. RUNNER	78/582390	3/8/05
SAN FRANCISCO RUSH 2049	78/582419	3/8/05
SAN FRANCISCO RUSH: THE ROCK ALCATRAZ EDITION	78/582409	3/8/05
SUPER SPRINT	78/582021	3/7/05
TOOBIN'	78/581977	3/7/05
VINDICATORS	78/581867	3/7/05
XYBOTS	78/586647	3/14/05