

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Midway Home Entertainment Inc.		03/19/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	National Amusements, Inc.
Street Address:	31 St. James Ave
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2486051	4 WHEEL THUNDER
Registration Number:	2719582	AFRO THUNDER
Registration Number:	2424103	ARCADE PARTY PAK
Registration Number:	2311515	BIOFREAKS
Registration Number:	2840552	FREAKY FLYERS
Registration Number:	2640059	FURIOUS FAZ MOTAR
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:	3174965	L.A. RUSH
Registration Number:	2654776	LEGION: LEGEND OF EXCALIBUR
Registration Number:	2596608	NO REFS. NO RULES. NO MERCY.

OP \$615.00 2486051

Registration Number:	2509628	OFF ROAD CHALLENGE
Registration Number:	2131011	OFF ROAD CHALLENGE
Registration Number:	3178263	OFF ROAD THUNDER
Registration Number:	3262123	RISE & FALL
Registration Number:	3262279	RISE & FALL: CIVILIZATIONS AT WAR
Registration Number:	2841845	ROADKILL
Registration Number:	3118509	SUPER OFF ROAD
Registration Number:	2688784	THE PUZZLE ADDICT'S GAME PACK
Registration Number:	2562548	WILD "STUBBY" CORLEY
Serial Number:	77422720	HOT BRAIN

CORRESPONDENCE DATA

Fax Number: (212)223-4134
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: rgiuliano@crowell.com
Correspondent Name: Dickerson M. Downing, Esq.
Address Line 1: 153 East 53rd Street
Address Line 2: 31st Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	103983.04323US
NAME OF SUBMITTER:	Dickerson M. Downing, Esq.
Signature:	/dmd/
Date:	05/30/2008

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 19th day of March, 2008, is by and between **MIDWAY HOME ENTERTAINMENT INC.**, a Delaware corporation ("Grantor"), and **NATIONAL AMUSEMENTS, INC.**, a Maryland corporation ("Lender").

WITNESSETH

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of February 29, 2008 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 and Lender (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Secured Loan Agreement"), Lender has 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 Lender, agree as follows:

1. Incorporation of Secured Loan Agreement; Secured Loan Agreement Definitions. The Secured 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 Secured 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 Lender, and hereby reaffirms its prior grant pursuant to the Secured 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, service marks and other marks as that term is defined in the United States Trademark Act, as amended (15 USC Section 1051 et seq.), trade names, corporate names, commercial 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, trademark registrations and trademark 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 Trademarks now owned by Grantor which have been federally registered or for which there are pending applications seeking federal registration. Lender is authorized to use this Agreement for the purpose of perfecting security interests in any after acquired Trademarks that are used or for which applications are filed seeking registration after the date of this Agreement as well as for the purpose of perfecting a security interests in any Trademarks owned by Grantor that were inadvertently omitted from Schedule A.

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

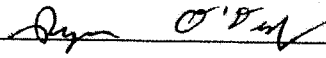
7. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS. WHENEVER POSSIBLE, 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 HOME ENTERTAINMENT INC.

By: 
Name: _____
Title: _____

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

NATIONAL AMUSEMENTS, INC. ,

By: _____
Title: _____

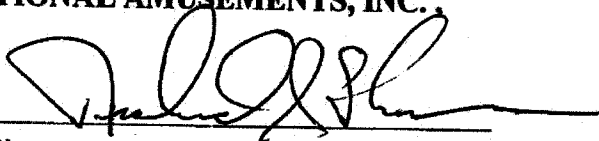
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

MIDWAY HOME ENTERTAINMENT INC.

By: _____
Name: _____
Title: _____

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

NATIONAL AMUSEMENTS, INC.

By: 
Title: _____

RICHARD J SHERMAN
VICE PRESIDENT

**MIDWAY HOME ENTERTAINMENT INC.
SCHEDULE A**

TRADEMARK REGISTRATIONS

Trademark Description	Registration No.
4 Wheel Thunder	2486051
Afro Thunder	2719582
Arcade Party Pak	2424103
Biofreaks Logo	2311515
Freaky Flyers	2840552
Furious Faz Motar	2640059
Hitz	2672920
Hydro Thunder	2333508
Hydro Thunder	2367136
Joey T	2681600
Kemo Claw	2764546
L.A. Rush	3174965
Legion: Legend of Excalibur	2654776
No Refs. No Rules. No Mercy.	2596608
Off Road Challenge	2509628
Off Road Challenge	2131011
Off Road Thunder	3178263
Rise & Fall	3262123
Rise & Fall: Civilizations at	3262279
Roadkill	2841845
Super Off Road	3118509
The Puzzle Addict's Game Pack	2688784
Wild "Stubby" Corley	2562548

TRADEMARK APPLICATIONS

Trademark Description	Serial No.
Hot Brain	77/422720

Midway Home Entertainment Inc.
Schedule A -1