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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Midway Amusement Games LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other _____

03/03/2004

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc.

Internal Address: Suite 3000 West

Street Address: 2450 Colorado Avenue

City: Santa Monica State: CA Zip: 90404

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 10/083,002

B. Patent No.(s) 6648760

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: _____

Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and patents involved: 26

7. Total fee (37 CFR 3.41).....\$ 1040.00

☐

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Nathaniel Panek

Name of Person Signing

Signature

03/05/2004

Date

Total number of pages including cover sheet, attachments, and documents: 10

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

03/09/2004 GTON11 00000001 10083002

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1040.00 DP

PATENT
REEL: 015027 FRAME: 0621

SCHEDULE A**PATENT REGISTRATIONS**

Patent	Registration No.	Registration Date
Skill mapping method and apparatus	6648760	11/18/03
Game rotation system for multiple game amusement game systems	6605003	8/12/03
Method of authorizing free play of an amusement game	6565435	5/20/03
Graphical control of a time-based set-up feature for a video game	6563523	5/13/03
Video game system having a control unit with an accelerometer for controlling a video game	6545661	4/8/03
Unlocking secrets of video games	6475083	11/5/02
System and method for transferring user-defined instructions between a home video game and an arcade video game	6406372	6/18/02
Potentiometer mounting clip for a joystick controller	6405432	6/18/02
Motion simulator for a video game	6315673	11/13/01
System and method for networking video games	6315668	11/13/01
Video game with randomly generated images	6287197	9/11/01
Amusement game including video displays not related to the game	6264555	7/24/01
High-score display system for a video game	6224485	5/1/01
Potentiometer mounting clip for a joystick controller	6040758	3/21/00
Shock insulated container for hard disk drives	5837934	11/17/98
Three-dimensional, texture mapping display system	5469535	11/21/95
Constant spatial data mass RAM video display system	4979738	12/25/90
General purpose display controller for electronic games	4871167	10/3/89

Video game having video disk read only memory	4799677	1/24/89
Position transducer system for a joystick	4685678	8/11/87
High speed CPU/sequencer for video games	4597043	6/24/86

PATENT APPLICATIONS

Patent	Serial No.	Application Date
Tournament network for linking amusement games	10/083,002	2/26/02
Dynamic touch screen amusement game controller	10/716,334	11/18/03
Amusement game having a probability-based award system	09/842,512	4/26/01
Game control system and method	10/441,997	5/20/03
Video game having more than one mode of play	08/565,976	12/01/95

PATENT MORTGAGE

THIS PATENT MORTGAGE (this "Mortgage"), made as of the 3rd day of March, 2004, is by and between **MIDWAY AMUSEMENT GAMES LLC**, a Delaware limited liability company ("Mortgagor") 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 Mortgagor, Midway Home Entertainment Inc., a Delaware corporation ("Midway", Mortgagor and Midway are referred to hereinafter each individually as a "Borrower" and individually and together, 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, Mortgagor 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, Mortgagor 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 Mortgagor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, 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 (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. New Patents. Mortgagor represents and warrants that the Patents listed on Schedule A constitute all of the federally registered Patents now owned by Mortgagor.

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 Mortgage, 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 Mortgagor, except as such notice or consent is expressly provided for hereunder or in the Loan Agreement or as required by applicable law. Mortgagor acknowledges and agrees that this Mortgage 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 Patents, 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 Mortgage shall be binding upon Mortgagor 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 MORTGAGE 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 MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE 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 MORTGAGE.

[Signature page follows]

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

MIDWAY AMUSEMENT GAMES LLC

By: THEDo, LLC
Name: Thomas Ponzell
Title: VP Finance, CEO, Treasurer

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

WELLS FARGO FOOTHILL, INC., as Agent

By: [Signature]
Title: Vice President

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