

07-07-2008

Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103512308

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Midway Amusement Games, LLC

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) March 19, 2008

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☐ Joint Research Agreement
- ☐ Government Interest Assignment
- ☐ Executive Order 9424, Confirmatory License
- ☒ Other .Release of Assignment for Security of Patents

2. Name and address of receiving party(ies)

Name: National Amusements, Inc.Street Address: 31 St. James AveCity: BostonState: MassachusettsCountry: USA Zip: 02116Additional name(s) & address(es) attached? ☐ Yes ☒ No4. Application number(s) or patent number(s): ☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,569,535 issued November 21, 1995

5,837,934 issued November 17, 1998

6,224,485 issued May 1, 2001

6,545,661 issued April 8, 2003

Additional numbers attached? ☒ Yes ☐ No

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

Name: Crowell & Moring LLP

Internal Address: _____

Street Address: PO Box 14300City: WashingtonState: DC Zip: 20004Phone Number: 212-895-4246Fax Number: 212-223-4134

Email Address: _____

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☒ Authorized to be charged by credit card
- ☐ Authorized to be charged to deposit account
- ☒ Enclosed
- ☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date 10/11b. Deposit Account Number 05-1323

Authorized User Name _____

9. Signature:

Signature

07/1/08

Date

Julia K. Smith, Esq. Reg. No. 53.189

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

MIDWAY AMUSEMENT GAMES, LLC
SCHEDULE A

PATENTS

<u>Patent Description</u>	<u>Registration No.</u>	<u>Issue Date</u>
3d Texture Mapping	5,469,535	11/21/1995
Shock Insulated Container For Hard Disk Drives	5,837,934	11/17/1998
High-Score Display System For A Video Game	6,224,485	5/1/2001
Video Game System Having A Control Unit With An Accelerometer For Controlling A Video Game	6,545,661	4/8/2003
Motion Simulator For A Video Game	6,315,673	11/13/01
Graphical Control Of A Time-Based Set-Up Feature For A Video Game	6,563,523	5/13/2003
Method Of Authorizing Free Play Of An Amusement Game	6,565,435	5/20/2003
Unlocking Secrets Of A Video Game	6,475,083	11/5/2002
Skill Mapping Method And Apparatus	6,648,760	11/18/2003
Game Rotation System For Multiple Game Amusement Game Systems	6,605,003	8/12/2003
Amusement Game Incentive Points System	6,699,124	3/2/2004

06-03-2008

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

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05/30/08

48.00 00

9. Signature:

Signature

Julia K. Smith, Esq. Reg. No. 53.189

Name of Person Signing

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OFFICE OF PUBLIC RECORDS

FINANCE SECTION

MAY 30 AM 10:08

PATENT

REEL: 021212 FRAME: 0364

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Security Agreement"), made as of the 19th day of March, 2008, is by and between **MIDWAY AMUSEMENT GAMES, LLC**, a Delaware limited liability company ("Mortgagor") and **NATIONAL AMUSEMENTS, INC.**, a Maryland corporation ("Lender").

W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of February 29, 2008 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 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, Mortgagor 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, Mortgagor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Secured 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, but excluding each of the patents listed on Schedule B hereto (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 together with the Patents listed on Schedule B constitute all of the federally registered Patents and patent applications now owned by Mortgagor. Lender is authorized to use this Security Agreement for the purpose of perfecting security interests in any after acquired Patents or patent applications filed after the date of this Agreement as well as for the purpose of perfecting a security interest in any Patents 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 Security 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 Mortgagor, except as such notice or consent is expressly provided for hereunder or in the Secured Loan Agreement or as required by applicable law. Mortgagor acknowledges and agrees that this Security 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 Patents, 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.

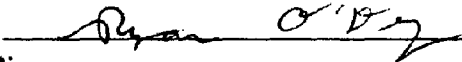
6. Binding Effect; Benefits. This Security Agreement shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS SECURITY 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 SECURITY AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS SECURITY 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 SECURITY AGREEMENT.

[Signature page follows]

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

MIDWAY AMUSEMENT GAMES, LLC

By: 
Name: _____
Title: _____

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

NATIONAL AMUSEMENTS, INC.

By: _____
Title: _____

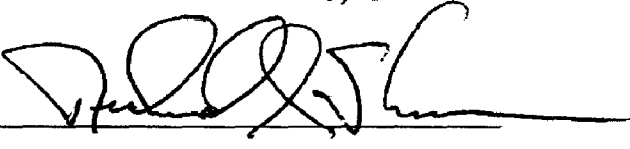
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MIDWAY AMUSEMENT GAMES LLC

By: _____
Name: _____
Title: _____

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

NATIONAL AMUSEMENTS, INC.

By:  _____
Title: _____
RICHARD J SHERMAN
VICE PRESIDENT