

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MAIN EVENT ENTERTAINMENT, LP		06/10/2009	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED		
<b>Street Address:</b>	Level 1, 20 Martin Place		
<b>City:</b>	Sydney, NSW		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	2000		
<b>Entity Type:</b>	CORPORATION: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2794391	MAIN EVENT ENTERTAINMENT	
<b>Registration Number:</b>	2327143	MAIN EVENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)558-3588		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-558-7102		
<b>Email:</b>	nguyenb@sullcrom.com		
<b>Correspondent Name:</b>	Blaze Waleski		
<b>Address Line 1:</b>	125 Broad Street		
<b>Address Line 2:</b>	Sullivan & Cromwell LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10004-2498		
<b>ATTORNEY DOCKET NUMBER:</b>	013367-0052 (ANZ)		
<b>DOMESTIC REPRESENTATIVE</b>			

OP \$65.00 2794391

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Blaze Waleski
Signature:	/Blaze Waleski/
Date:	06/25/2009

**Total Attachments: 73**

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## SECURITY AGREEMENT

SECURITY AGREEMENT (this agreement, together with all amendments and restatements and Joinders, this “*Agreement*”), dated as of June 10, 2009, is made by each of the signatories party hereto and each other Person who becomes a party hereto pursuant to Section 6.15 (including any permitted successors and assigns, collectively, the “*Debtors*” and each a “*Debtor*”), in favor of AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (“*Secured Party*”) and each other lender from time to time (each a “*Secured Lender*”) under the Transaction Documents.

### BACKGROUND.

On April 17, 2009, Secured Party, Macquarie Leisure Management Limited (the “*Borrower*”), Trust Company Limited and Macquarie Leisure Finance Pty Limited entered into the Amendment and Restatement Deed, which, among other things, amended certain Transaction Documents to provide for the provision of guarantees and security by certain members of the Macquarie Leisure Trust Group.

On May 1, 2009, Macquarie Leisure Operations Limited, Bowling Centres Australia Pty Limited, Tidebelt Pty Limited, Bowling Centres Australia Catering Services Pty Ltd, BowlAustralia Holdings Pty Ltd, A.C.N. 111 110 037 Pty Limited, Macquarie Leisure US Holdings Inc., Main Event Holdings Inc., Main Event Entertainment LP, Shots Main Event Inc., M.E.E.P. Management, LLC, Macquarie Leisure Operations (NZ) Ltd., and Macquarie Leisure Management (NZ) Limited entered into a Deed of Guarantee in favor of Secured Party (the “*Deed of Guarantee*”).

Each Debtor is a member of the same consolidated group of companies and are engaged in operations which require financing on a basis in which credit can be made available from time to time to the Debtors by other members of the group of companies, including the parties to the Facility Agreement, and Debtors will derive direct and indirect economic benefit from the Transaction Documents and other financial accommodations thereunder.

It is the intention of the parties hereto that this Agreement create a second priority security interest in the Collateral in favor of Secured Party for its benefit and the benefit of Secured Lenders securing the payment of the Secured Money for so long as there is a first priority security interest in the Collateral and, following the expiry of such first priority security interest, it is the intention of the parties hereto that this Agreement create a first priority security interest in the Collateral.

### AGREEMENT.

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, and in order to induce Secured Lenders to extend other credit and financial accommodations under the Transaction Documents, each Debtor hereby agrees with Secured Party, for its benefit and the benefit of Secured Lenders, as follows:

### **ARTICLE I DEFINITIONS**

1.01. *Definitions.* For purposes of this Agreement:

“*Accession*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an accession (as defined in the UCC), and (whether or not included in that definition), a good that is physically united with another good in such a manner that the identity of the original good is not lost.

“*Account*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an account (as defined in the UCC), and (whether or not included in such definition), a right to payment of a monetary obligation, whether or not earned by performance for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, and for service rendered or to be rendered, and all right, title, and interest in any returned property, together with all rights, titles, securities, and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation, and resales, and all related Liens whether voluntary or involuntary.

“*Account Debtor*” means any Person who is or who may become obligated to each Debtor under, with respect to or on account of an Account.

“*Acquisition Rights*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to each warrant, option, instrument, subscription right, redemption right and other right (including any instrument or right convertible into an Equity Interest) to acquire or sell any Equity Interest in any Person.

“*As-Extracted Collateral*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to as-extracted collateral (as defined in the UCC), and (whether or not included in that definition), (a) oil, gas, or other minerals that are subject to a security interest that (i) is created by such Debtor before extraction, and (ii) attaches to the minerals as extracted, or (b) Accounts arising out of the sale at the wellhead or minehead of oil, gas, or other minerals in which such Debtor had an interest before extraction.

“*Chattel Paper*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to chattel paper (as defined in the UCC), and (whether or not included in such definition), a Record or Records that evidence both a monetary obligation and a security interest in specific Goods, a security interest in specific Goods and Software used in the Goods, or a lease of specific Goods. “Chattel Paper” includes Electronic Chattel Paper and Tangible Chattel Paper.

“*Collateral*” has the meaning specified in Section 2.01.

“*Collateral Records*” means books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

“*Commercial Tort Claim*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a commercial tort claim (as defined in the UCC), and (whether or not included in such definition), all claims arising in tort with respect to which the claimant (a) is an organization, or (b) an individual and the claim (i) arose in the course of the claimant’s business or profession, and (ii) does not include damages arising out of personal injury to or the death of an individual.

“*Commodity Account*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a commodity account (as defined in the UCC), and (whether or not included in such definition), an account maintained by a Commodity Intermediary in which a Commodity Contract is carried for such Debtor.

“*Commodity Contract*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a commodity futures contract, an option on a commodity futures contract, a commodity option, or any other contract if the contract or option is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities Laws, or (b) traded on a foreign commodity board of trade, exchange, or market, and is carried on the books of a Commodity Intermediary for such Debtor.

“*Commodity Intermediary*” means (a) a Person that is registered as a futures commission merchant under the federal commodities Laws or (b) a Person that in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities Laws.

“*Copyright License*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by such Debtor or which such Debtor otherwise has the right to license, or granting any right to such Debtor under any Copyright now or hereafter owned by any third party, and all rights of such Debtor under any such agreement.

“*Copyrights*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all copyright rights in any work subject to the copyright Laws of any Governmental Authority, whether as author, assignee, transferee, or otherwise, (b) all registrations and applications for registration of any such copyright in any Governmental Authority, including registrations, recordings, supplemental registrations, and pending applications for registration in any jurisdiction, and (c) all rights to use and/or sell any of the foregoing.

“*Debtor Relief Law*” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“*Deposit Account*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a deposit account (as defined in the UCC), and (whether or not included in such definition), a demand, time, savings, passbook, or similar account maintained at a bank (as defined in the UCC).

“*Document*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a document (as defined in the UCC), and (whether or not included in such definition), a document of title, bill of lading, dock warrant, dock receipt, warehouse receipt, or order for the delivery of Goods.

“*Electronic Chattel Paper*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to electronic chattel paper (as defined in the UCC), and (whether or not included in such definition), chattel paper evidenced by a Record or Records consisting of information stored in electronic medium.

“*Entitlement Holder*” means a Person identified in the records of a Securities Intermediary as the Person having a Security Entitlement against the Securities Intermediary. If a Person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the UCC, such Person is the Entitlement Holder.

“*Equipment*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to equipment (as defined in the UCC), and (whether

or not included in such definition), all Goods other than Inventory or consumer goods, and all improvements, accessions, or appurtenances thereto.

“*Equity Interests*” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests, other than a net profits based bonus program solely for the benefit of employees, in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“*Event of Default*” has the meaning provided in Section 5.03.

“*Facility Agreement*” means Facility Agreement dated October 5, 2001 among Macquarie Leisure Management Limited, Trust Company Limited (as custodian for Macquarie Leisure Trust) and Secured Party, as amended, restated, novated, replaced or varied from time to time.

“*Farm Products*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to all farm products (as defined in the UCC), and (whether or not included in such definition), Goods (other than standing timber) with respect to which a Person is engaged in raising, cultivating, propagating, fattening, grazing, or any other farming, livestock, or aquiculture operation, and which are (a) crops grown, growing, or to be grown including (i) crops produced on trees, vines, and bushes, and (ii) aquatic goods produced in aquacultural operations; (b) livestock born or unborn, including aquatic goods produced in aquacultural operations; (c) supplies used or produced in a farming operation; or (d) products of crops or livestock in their unmanufactured states.

“*Financial Asset*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a financial asset (as defined in the UCC), and (whether or not included in such definition), (a) a Security, (b) an obligation of a Person or a share, participation or other interest in a Person or in property or an enterprise of a Person, that is, or is of a type, dealt in or traded on financial markets or that is recognized in any area in which it is issued or dealt in as a medium for investment, or (c) any property that is held by a Securities Intermediary for another Person in a Securities Account if the Securities Intermediary has expressly agreed with the other Person that the property is to be treated as a financial asset under Article 8 of the UCC. As the context requires, “*Financial Asset*” means either the interest itself or the means by which a Person’s claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security, or a Security Entitlement.

“*Fixtures*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to fixtures (as defined in the UCC), and (whether or not included in such definition), all Goods that have become so related to particular real property that an interest in them arises under the real property Law of the state in which the real property is situated.

“*Foreign Subsidiary*” means any Subsidiary of any Person that is organized under the Laws of a jurisdiction other than the United States or a political subdivision of the United States.

“*General Intangible*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a general intangible (as defined in the UCC), and (whether or not included in such definition), all personal property, including things in action, other

than Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Goods, Instruments, Investment Property, Letter-of-Credit Rights, Letters of Credit, money, and oil, gas or other minerals before extraction.

“*Goods*” means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to goods (as defined in the UCC), and (whether or not included in such definition), all things that are movable when a security interest attaches.

“*Governmental Authority*” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“*Instrument*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an instrument (as defined in the UCC), and (whether or not included in such definition), a negotiable instrument or any other writing that evidences a right to the payment of a monetary obligation, is not itself a security agreement or lease, and is of a type that in ordinary course of business is transferred by delivery with any necessary endorsement or assignment.

“*Insurance*” means all insurance policies for which each Debtor is the owner, an insured, an additional insured, a beneficiary or loss payee, including any policy covering any or all of the Collateral (regardless of whether Secured Party is the loss payee or an additional insured thereof).

“*Intellectual Property*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to all intellectual and similar property of every kind and nature, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, Trade Secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, Software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

“*Inventory*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to inventory (as defined in the UCC), and (whether or not included in such definition), Goods that (a) are leased by a Person as lessor, (b) are held by a Person for sale or lease or to be furnished under a contract of service, (c) are furnished by a Person under a contract of service, or (d) consist of raw materials, work in process, or materials used or consumed in a business, including packaging materials, scrap material, manufacturing supplies and spare parts, and all such Goods that have been returned to or repossessed by or on behalf of such Person.

“*Investment Property*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to investment property (as defined in the UCC), and (whether or not included in such definition), a Security (whether certificated or uncertificated), a Commodity Contract, a Commodity Account, a Security Entitlement and Securities Account.

“*Joinder*” means a Security Agreement Joinder in substantially the form of Exhibit A.

“*Law*” means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed



duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“*Letter of Credit*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a letter of credit (as defined in the UCC).

“*Letter-of-Credit Right*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a letter-of-credit right (as defined in the UCC), and (whether or not included in such definition), (a) a right to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance, and (b) the right of a beneficiary to demand payment or performance under a letter of credit.

“*License*” means any Patent License, Trademark License, Copyright License, or other similar license or sublicense.

“*Lien*” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“*Money*” means “money” as defined in the UCC.

“*Organization Document*” means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constituent documents with respect to any entity organized under the Laws of a jurisdiction other than the United States, a State or other political subdivision thereof or the District of Columbia); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement (or equivalent or comparable constituent documents with respect to any entity organized under the Laws of a jurisdiction other than the United States, a State or other political subdivision thereof or the District of Columbia); and (c) with respect to any partnership, joint venture, trust or other form of business entity, the certificate or articles of partnership, the partnership, joint venture or other applicable agreement of formation or organization (or equivalent or comparable constituent documents with respect to any entity organized under the Laws of a jurisdiction other than the United States, a State or other political subdivision thereof or the District of Columbia) and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any other governance agreement or voting agreement or similar agreement. “*Patent License*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by such Debtor or which such Debtor otherwise has the right to license, is in existence, or granting to such Debtor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of such Debtor under any such agreement.

“*Patents*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all letters patent of any Governmental Authority, all registrations and recordings thereof, and all applications for letters patent of any Governmental Authority, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, or extensions thereof, and

the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“*Payment Intangible*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a payment intangible (as defined in the UCC), and (whether or not included in such definition), a General Intangible under which the Account Debtor’s principal obligation is a monetary obligation.

“*Permit*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any authorization, consent, approval, permit, license or exemption of, registration or filing with, or report or notice to, any Governmental Authority.

“*Person*” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“*Pledged Debt*” means all indebtedness owed to each Debtor, the instruments evidencing such indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness.

“*Pledged Equity Interests*” means all Acquisition Rights, Pledged Stock, Pledged LLC Interests, and Pledged Partnership Interests; *provided, however*, notwithstanding anything herein to the contrary, the amount of pledged Equity Interests of any Foreign Subsidiary shall be limited to 65% of the issued and outstanding Equity Interests of such Foreign Subsidiary.

“*Pledged LLC Interests*” means, with respect to each Debtor, all interests of such Debtor in any limited liability company and the certificates, if any, representing such limited liability company interests and any limited liability company interest of such Debtor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to each such limited liability company interest, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests; *provided, however*, notwithstanding anything herein to the contrary, the amount of pledged limited liability company interests of any Foreign Subsidiary shall be limited to 65% of the issued and outstanding limited liability company interests of such Foreign Subsidiary.

“*Pledged Partnership Interests*” means, with respect to such Debtor, all interests of such Debtor in any general partnership, limited partnership, limited liability partnership or other partnership and the certificates, if any, representing such partnership interests and any partnership interest of such Debtor on the books and records of each such partnership or on the books and records of any securities intermediary pertaining to such partnership interests and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests; *provided, however*, notwithstanding anything herein to the contrary, the amount of pledged general partnership, limited partnership, limited liability partnership or other partnership interests of any Foreign Subsidiary shall be limited to 65% of the issued and outstanding general partnership, limited partnership, limited liability partnership or other partnership interests of such Foreign Subsidiary.

“*Pledged Stock*” means, with respect to each Debtor, all shares of capital stock of such Debtor in any corporation and the certificates, if any, representing such shares and any equity interest of such Debtor on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and

other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares; *provided, however*, notwithstanding anything herein to the contrary, the amount of pledged capital stock of any Foreign Subsidiary shall be limited to 65% of the issued and outstanding capital stock of such Foreign Subsidiary.

“*Proceeds*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to proceeds (as defined in the UCC), and (whether or not included in such definition), (a) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Collateral, (b) whatever is collected on, or distributed on account of, the Collateral, (c) rights arising out of the Collateral, (d) claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to the Collateral, (e) proceeds of insurance, including insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to the Collateral, and (f) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“*Record*” means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

“*Release Date*” means the date on which all of the following are satisfied: (a) Secured Party and each Secured Lender has received in cash indefeasible payment of all Secured Money owed to it, and (b) each Secured Lender has no obligation to extend credit to or for the benefit of any party under any Transaction Document.

“*Schedule Effective Date*” means, with respect to any Schedule to this Agreement, the effective date of such Schedule or any restatement of such Schedule, which effective date shall be stated on such Schedule or restatement and agreed to by Secured Party as provided in Section 4.18.

“*Secured Money*” means all sums whatsoever which a Debtor, whether directly or indirectly or contingently or otherwise at any time is or may become liable to pay to a Secured Lender, either alone or jointly or in common with any other or others and whether as principal or surety, in respect of or arising out of any Transaction Document (including the Deed of Guarantee) without limiting the generality of the foregoing, all sums (whether or not within the foregoing general words) which the Debtor whether directly or indirectly or contingently or otherwise at any time is or may become liable to pay to a Secured Lender under a Transaction Document (including the Deed of Guarantee) for or in respect of or arising out of:

- (a) Loans, advances, credits or banking accommodation made created or given by a Secured Lender under the Transaction Documents whether before or after the execution of this Agreement;
- (b) Any letter of credit, guarantee, undertaking or obligation given or incurred by a Secured Lender pursuant to the Transaction Documents, whether before or after the execution of this Agreement;
- (c) Any leasing agreement, guarantee, undertaking or obligation entered into, given or incurred pursuant to the Transaction Documents, whether before or after the execution of this Agreement;
- (d) Any order, draft, check, promissory note, bill or exchange or other engagement (whether or not arrived at maturity) drawn, accepted, endorsed, purchased, discounted or paid by a Secured Lender for the Borrower or Debtor, whether before or after the execution of this Agreement;
- (e) Any order, check, promissory note, bill of exchange or other engagement (whether or not arrived at maturity) bearing the name of the Borrower or a Debtor;

- (f) Any sum received by a Secured Lender for the credit of any account in the name of the Borrower and for which the Secured Lender is obligated to account, or in its discretion does account, to any official receiver, trustee, liquidator, official manager or other Person or under any assignment for the benefit of or arrangement or compromise with creditors of the Borrower or Debtor or any other Person;
- (g) Any arrangement entered into by or with a Secured Lender for the Borrower or Debtor, whether before or after the execution of this Agreement, which is available for the purpose of managing, lessening, hedging or protecting against movements in rates of currency exchange, of interest or of discount or against other costs of obtaining financial accommodation;
- (h) All Cost and expenses of the Secured Lender; and
- (i) All interest charged in the above sums in accordance with the Transaction Documents.

A reference to Secured Money includes any part or parts of the Secured Money.

“*Securities Account*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an account to which a Financial Asset is or may be credited in accordance with an agreement under which the Person maintaining the account undertakes to treat the Person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

“*Securities Intermediary*” means (a) a clearing corporation, or (b) a Person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

“*Security*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations, and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the UCC.

“*Security Entitlements*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to the rights and property interests as and of an Entitlement Holder with respect to a Financial Asset.

“*Software*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to software (as defined in the UCC), and (whether or not included in such definition), a computer program (including both source and object code) and any supporting information provided in connection with a transaction relating to the program.

“*Supporting Obligations*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a supporting obligation (as defined in the UCC), and whether or not included in such definition, a Letter-of-Credit Right or secondary obligation that supports the payment or performance of an Account, Chattel Paper, a Document, a General Intangible, an Instrument, or Investment Property.

“*Tangible Chattel Paper*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to tangible chattel paper (as defined in the UCC), and (whether or not included in such definition), chattel paper evidenced by a Record or Records consisting of information that is inscribed on a tangible medium.

“*Trade Secrets*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to trade secrets, all know-how, inventions, processes, methods, information, data, plans, blueprints, specifications, designs, drawings, engineering reports, test reports, materials standards, processing standards and performance standards, and all Software directly related thereto, and all Licenses or other agreements to which such Debtor is a party with respect to any of the foregoing.

“*Trademark License*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by such Debtor or which such Debtor otherwise has the right to license, or granting to such Debtor any right to use any Trademark now or hereafter owned by any third party, and all rights of such Debtor under any such agreement.

“*Trademarks*” means all right, title, and interest of each Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains.

“*Transaction Documents*” has the meaning given in the Facility Agreement, but includes, without limitation, the following documents:

- (a) the Facility Agreement;
- (b) any Specific Conditions for each of the Facilities;
- (c) any Security (as defined in the Facility Agreement and not herein);
- (d) the Deed of Guarantee;
- (e) the Amendment Deed;
- (f) the Amendment Deed II;
- (g) the Amendment Deed III;
- (h) the Amendment and Restatement Deed I;
- (i) the Amendment and Restatement Deed II;
- (j) the Amendment and Restatement Deed III;
- (k) the Amendment and Restatement Deed IV;
- (l) the Loan Note Deed Poll;
- (m) the Loan Note Sale Agreement;
- (n) the Subscription Agreement;

- (o) the Newco Agreement;
- (p) the Second Loan Note Deed Poll;
- (q) the Second Loan Note Sale Agreement;
- (r) the Second Subscription Agreement;
- (s) the Third Loan Note Deed Poll;
- (t) the Third Loan Note Sale Agreement;
- (u) the Third Subscription Agreement;
- (v) a Hedge Agreement;
- (w) any other document required or contemplated by any of the above documents or agreements; and
- (x) any other document or agreement from time to time which is designated as a “Transaction Document” in accordance with the Facility Agreement.

“*Trust Interests*” means interests in a business trust or other trust and the certificates, if any, representing such trust interests and any interest on the books and records of such trust or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests.

“*UCC*” means Chapters 8 and 9 of the Uniform Commercial Code as in effect from time to time in the State of New York or, where applicable as to specific items or types of Collateral, any other relevant state.

1.02. *Other Definitional Provisions.* Capitalized terms not otherwise defined herein have the meaning specified in the Facility Agreement, and, to the extent of any conflict, terms as defined herein shall control (*provided*, that a more expansive or explanatory definition shall not be deemed a conflict). This Agreement is a Transaction Document.

1.03. *Construction.* Unless otherwise expressly provided in this Agreement or the context requires otherwise, (a) the singular shall include the plural, and *vice versa*, (b) words of a gender include the other gender, (c) monetary references are to Dollars, (d) time references are to Central time, (e) references to the “Agreement” and to “Articles,” “Sections,” “Exhibits,” and “Schedules” are to this Agreement and to the Articles, Sections, Exhibits, and Schedules of and to this Agreement, together with all amendments and restatements thereto, (f) headings used in this Agreement are for convenience only and shall not be used in connection with the interpretation of any provision hereof, (g) references to any Person include that Person’s heirs, personal representatives, successors, trustees, receivers, and permitted assigns, that Person as a debtor-in possession, and any receiver, trustee, liquidator, conservator, custodian, or similar party appointed for such Person or all or substantially all of its assets, (h) references to any Law include every amendment or restatement to it, rule and regulation adopted under it, and successor or replacement for it, (i) references to a particular Transaction Document include each amendment or restatement to it made in accordance with such Transaction Document, and (j) the inclusion of Proceeds in the definition of “Collateral” shall not be deemed a consent by Secured Party or any other Secured Lender to any sale or other disposition of any Collateral not otherwise specifically permitted by the terms of the Transaction Documents or this Agreement.

1.04. *Intercreditor Arrangements.* Notwithstanding anything herein to the contrary, the Lien and security interest granted pursuant to this Agreement and the exercise of any right or remedy by

the secured party or Lienholder or any Person acting on its behalf hereunder are subject to the provisions of the Intercreditor Agreement dated as of June 10, 2009 (such agreement, together with all amendments and restatements, the “*Intercreditor Agreement*”) among JPMorgan Chase Bank, N.A. (“JPMorgan”), as Senior Lender, Australia and New Zealand Banking Group Limited, as Junior Lender, JPMorgan Chase Bank, N.A., as Control Agent and the Grantors (as defined therein) from time to time a party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

## ARTICLE II GRANT OF SECURITY INTEREST

2.01. *Assignment and Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Money, each Debtor hereby assigns to, and pledges and grants to Secured Party, for it and the benefit of Secured Lenders, a security interest in the entire right, title, and interest of such Debtor in and to (a) all property of such Debtor, whether now or hereafter existing, owned, arising or acquired, and (b) all of the following property of such Debtor, whether now or hereafter existing, owned, arising or acquired: (i) Accounts, (ii) Accessions, (iii) As-Extracted Collateral, (iv) Chattel Paper, (v) Collateral Records, (vi) Commercial Tort Claims, including but not limited to the specific Commercial Tort Claims described on Schedule 10, (vii) Commodity Accounts, (viii) Commodity Contracts, (ix) Deposit Accounts, (x) Documents, (xi) Equipment, (xii) Financial Assets, (xiii) General Intangibles, (xiv) Goods, (xv) Instruments, (xvi) Insurance, (xvii) Intellectual Property, (xviii) Inventory, (xix) Investment Property, (xx) Letters of Credit, (xxi) Letter-of-Credit Rights, (xxii) Licenses, (xxiii) Money, (xxiv) Payment Intangibles, (xxv) Permits, (xxvi) Pledged Debt, (xxvii) Pledged Equity Interests, (xxviii) Securities, (xxix) Securities Accounts, (xxx) Security Entitlements, (xxxi) Software, (xxxii) Supporting Obligations, and (xxxiii) Proceeds of the foregoing (“*Collateral*”).

2.02. *Debtors Remain Liable.* Anything herein to the contrary notwithstanding, (a) each Debtor shall remain liable with respect to and under all Collateral until the Release Date, (b) the exercise by Secured Party or any other Secured Lender of any of the rights hereunder shall not release any Debtor from any of its duties or obligations with respect to or under any Collateral or under this Agreement, and (c) neither Secured Party nor any other Secured Lender shall have any obligation or liability with respect to or under any Collateral by reason of this Agreement, nor shall Secured Party or any other Secured Lender be obligated to perform any of the obligations or duties of any Debtor thereunder or to take any action to collect or enforce any claim for payment assigned or in which a security interest is granted hereunder.

2.03. *Delivery of Security and Instrument Collateral.* All certificates, if any, or Instruments constituting or evidencing the Collateral shall be delivered to and held by or on behalf of Secured Party pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by undated and duly executed stock powers and instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to Secured Party. If an Event of Default exists, Secured Party has the right without notice to any Debtor to transfer to or to register in the name of Secured Party or any of its nominees any or all of such Collateral. In addition, Secured Party has the right, if Secured Party reasonably determines that the exercise of such right is necessary to protect its rights, at any time to exchange certificates or Instruments representing or evidencing Collateral for certificates or Instruments of smaller or larger denominations.

2.04. *Agreement With Respect to Collateral.* Each Debtor and Secured Party agree that to the extent that any of the Collateral may be deemed to be a Fixture as opposed to Equipment, Inventory, or any other form of Collateral that may be perfected by the filing of a UCC financing statement, it is the intention of Debtors, Secured Party and Secured Lenders that such Collateral be deemed to be Equipment,

Inventory, or any other form of Collateral that, to the extent not prohibited by Law, may be perfected by the filing of a UCC financing statement and such Collateral not be deemed to be a Fixture.

2.05. *Future Advances.* Each Debtor acknowledges that the Transaction Documents provide for future advances and financial accommodations and this Agreement secures performance of such future advances and financial accommodations.

2.06. *Limited Exclusions.* Notwithstanding anything herein to the contrary, in no event shall the security interest granted in Section 2.01 attach to any lease, license, contract, property rights or agreement to which a Debtor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest would constitute or result in the abandonment, termination pursuant to the terms of, or a breach or default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9.406, 9.407, 9.408 or 9.409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable Law (including any Debtor Relief Law) or principles of equity); *provided, however,* that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified above. So long as any property of a Debtor is excluded from the security interest granted in Section 2.01 pursuant to the immediately preceding sentence, such property shall be excluded from the term "Collateral" for all purposes hereunder.

2.07. *Maximum Liability.* Anything in this Agreement to the contrary notwithstanding, the obligations of each Debtor hereunder shall be limited to a maximum aggregate amount equal to the largest amount that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any applicable provisions of comparable Law (collectively, the "*Fraudulent Transfer Laws*"), in each case after giving effect to all other liabilities of such Debtor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws (specifically excluding, however, any liabilities of such Debtor in respect of intercompany indebtedness to other Loan Parties or Affiliates of other Loan Parties to the extent that such indebtedness would be discharged in an amount equal to the amount paid or property conveyed by such Debtor under the Transaction Documents) and after giving effect as assets, subject to Section 6.01, to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation or contribution of such Debtor pursuant to (a) applicable Law or (b) any agreement providing for an equitable allocation among such Debtor and other obligors under the Transaction Documents.

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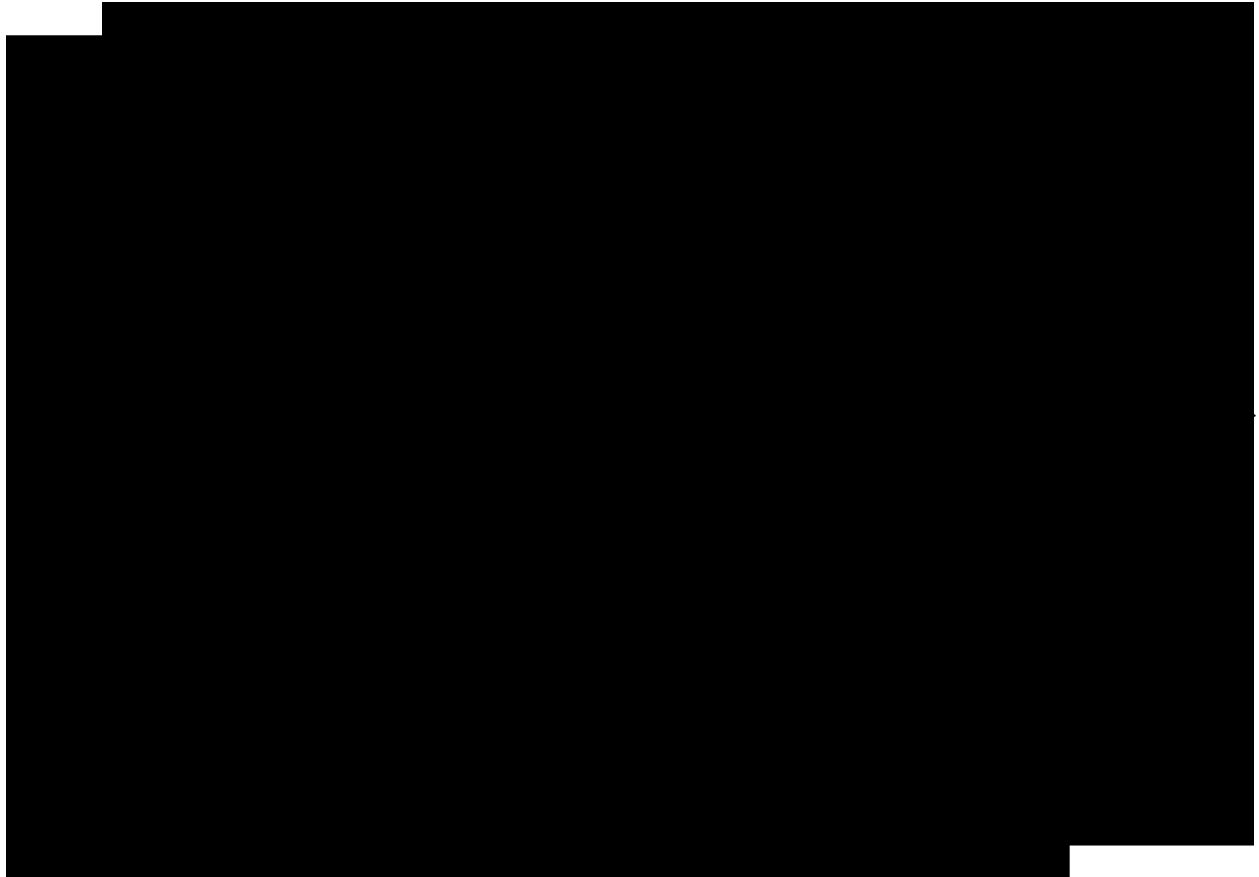
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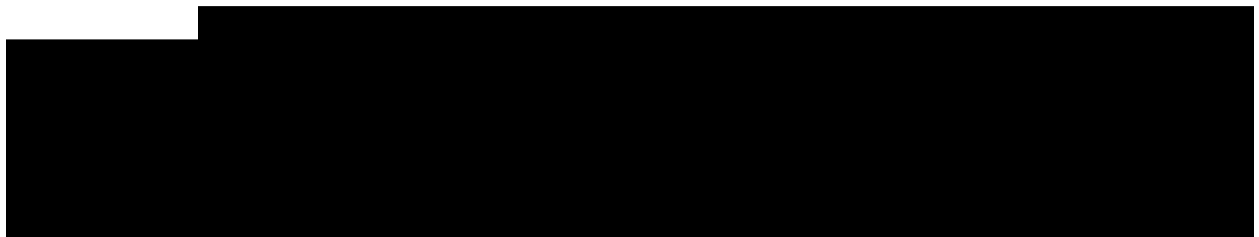
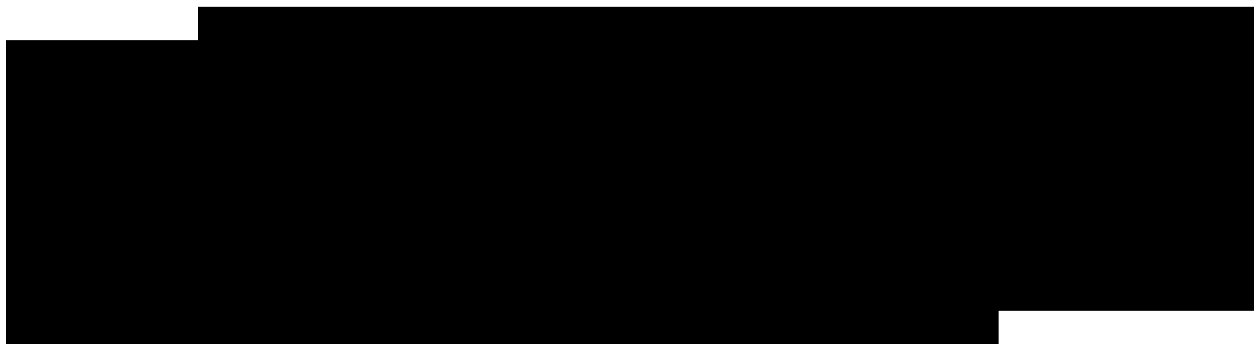
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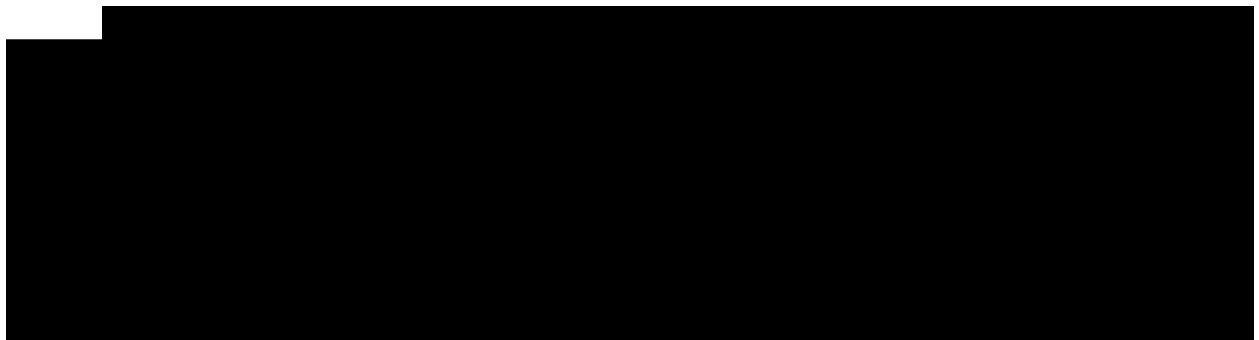
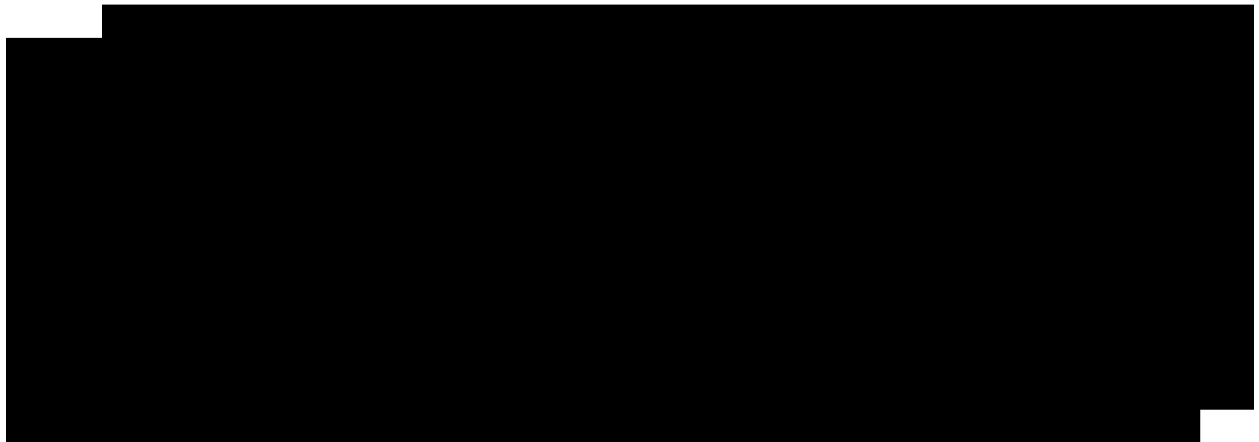
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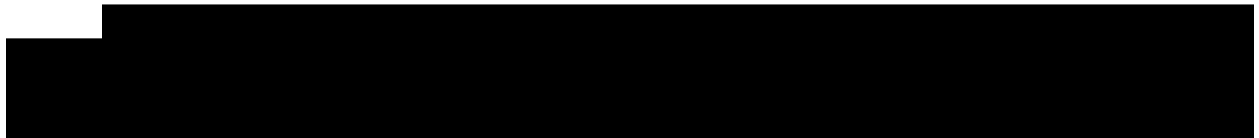
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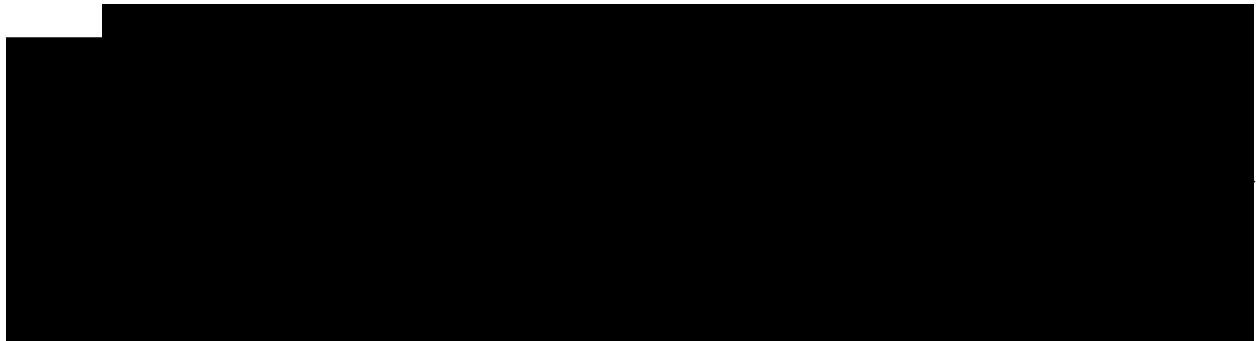
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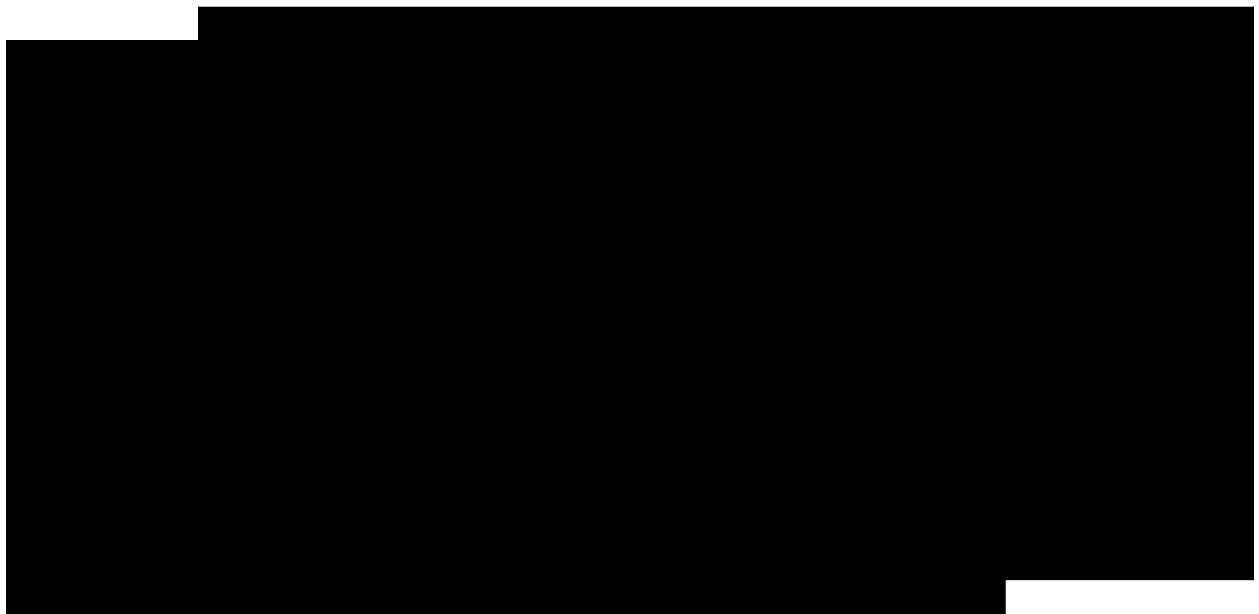
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

DEBTORS:

MAIN EVENT ENTERTAINMENT, LP

By: M.E.E.P. Management, LLC,  
its sole general partner

By: *Charles D. Monk*  
Print Name: Charles D. Monk  
Print Title: Manager

SHOTS MAIN EVENT, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

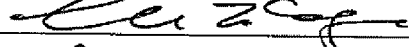
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By: M.E.E.P. Management, LLC,  
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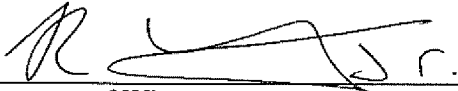
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SHOTS MAIN EVENT, INC.

By:  \_\_\_\_\_  
Print Name: Chance Kuehn  
Print Title: Pres. Dent and Secretary

SECURED PARTY:

**Signed Sealed and Delivered for Australia  
and New Zealand banking Group Limited**  
by its attorney in the presence of:



\_\_\_\_\_  
Signature of Witness

R. Christian Beatty

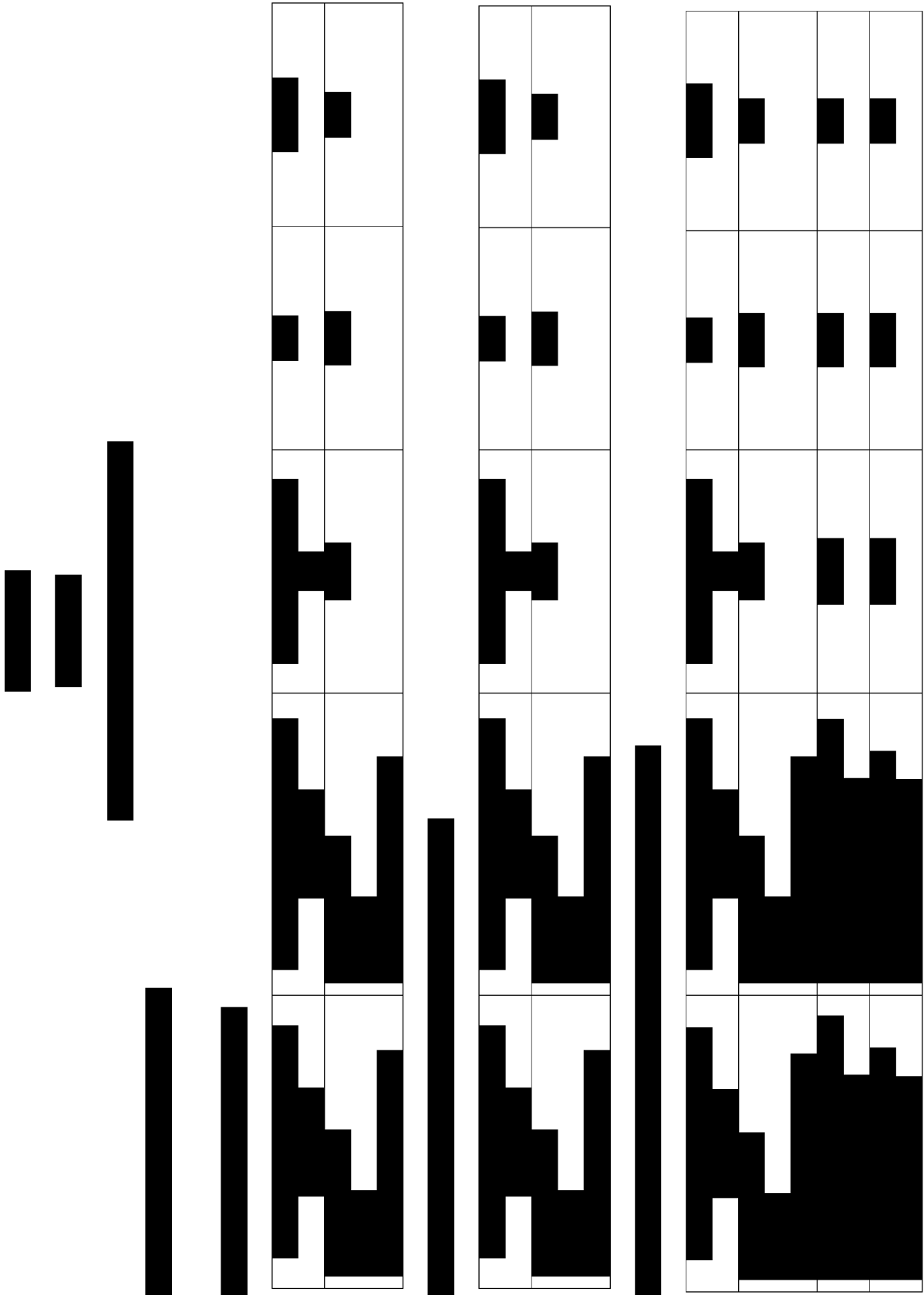
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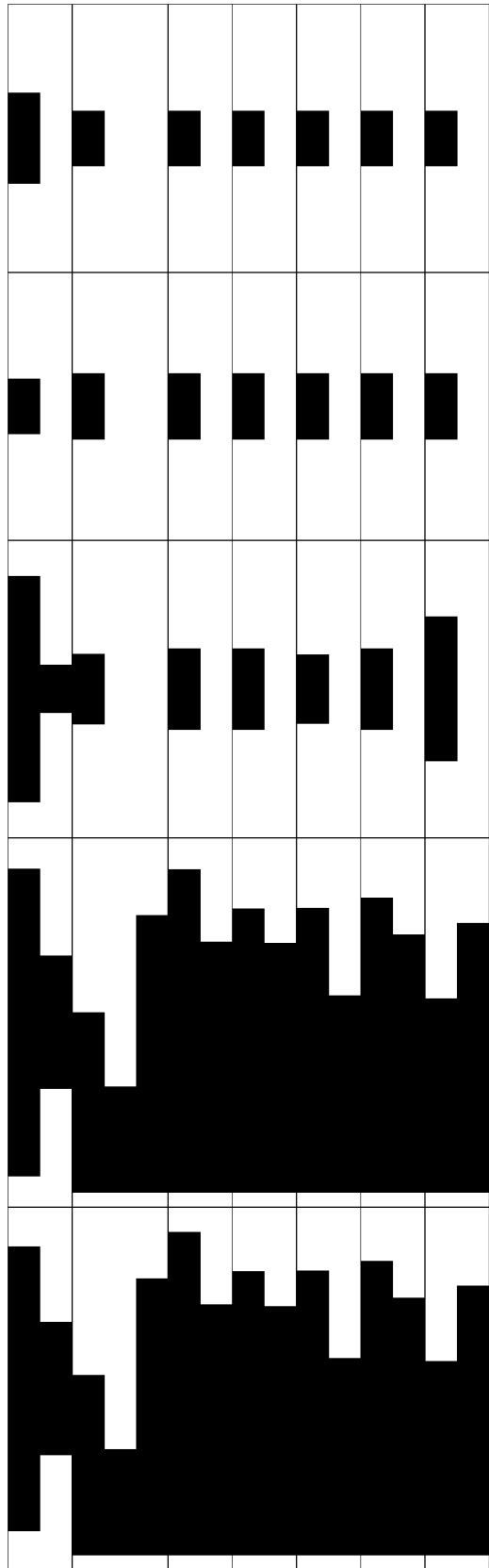
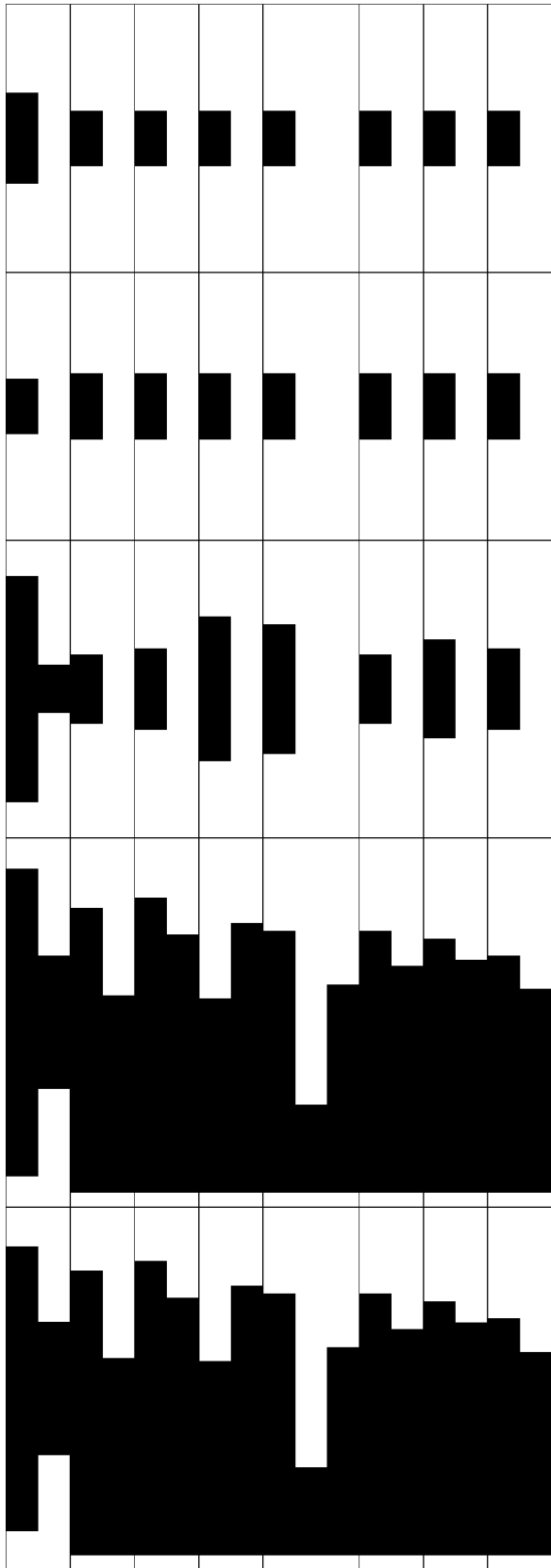
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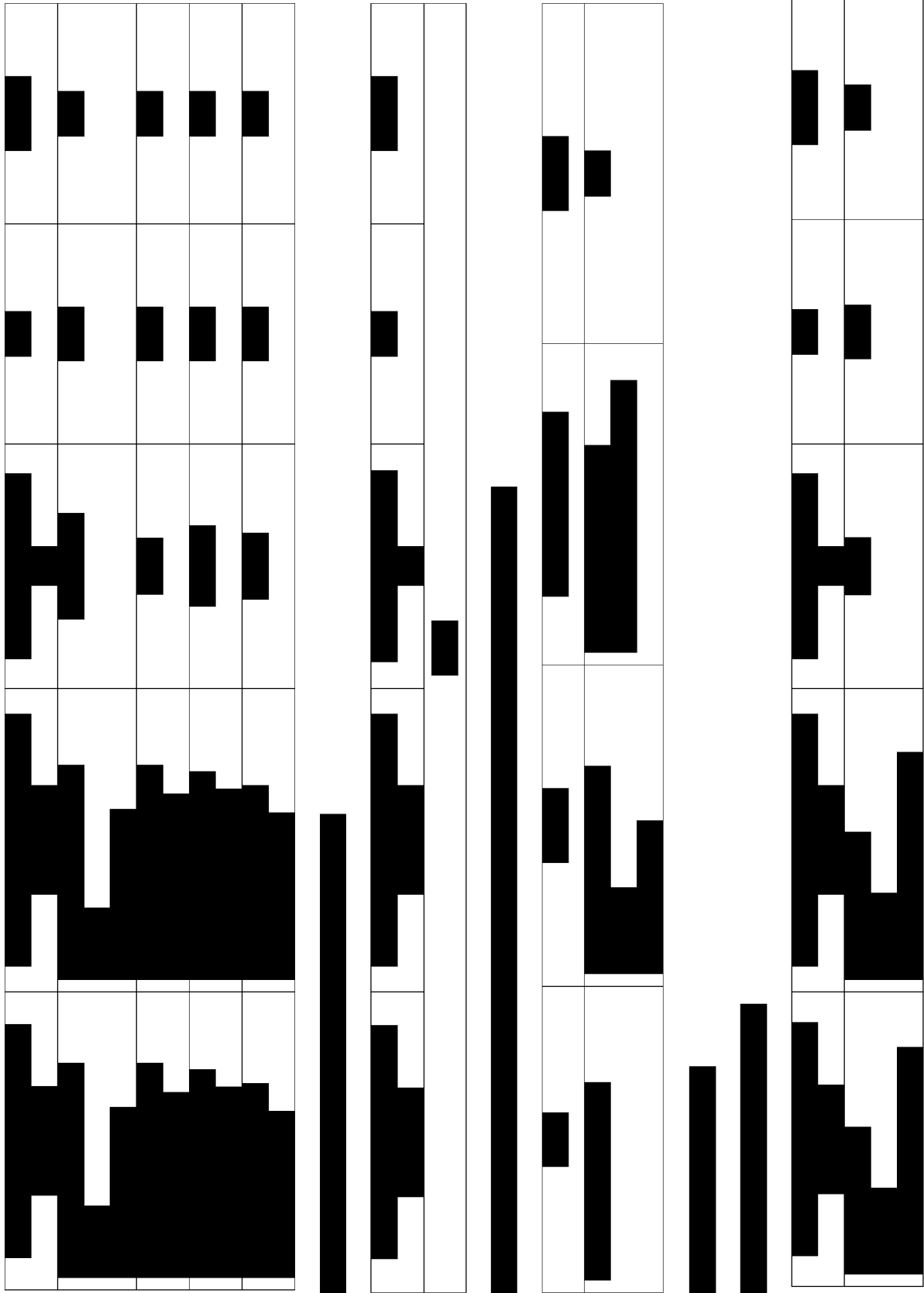
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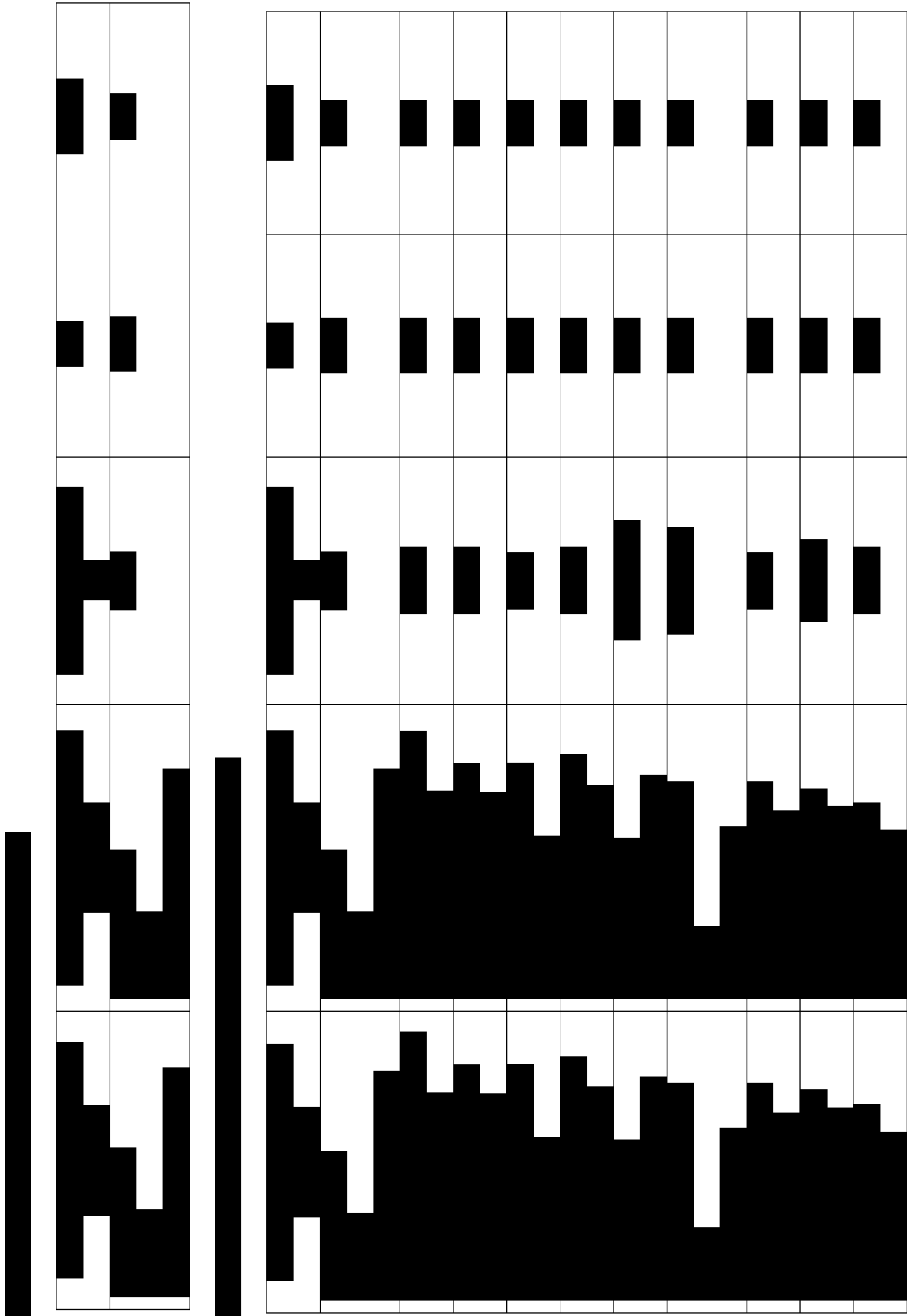
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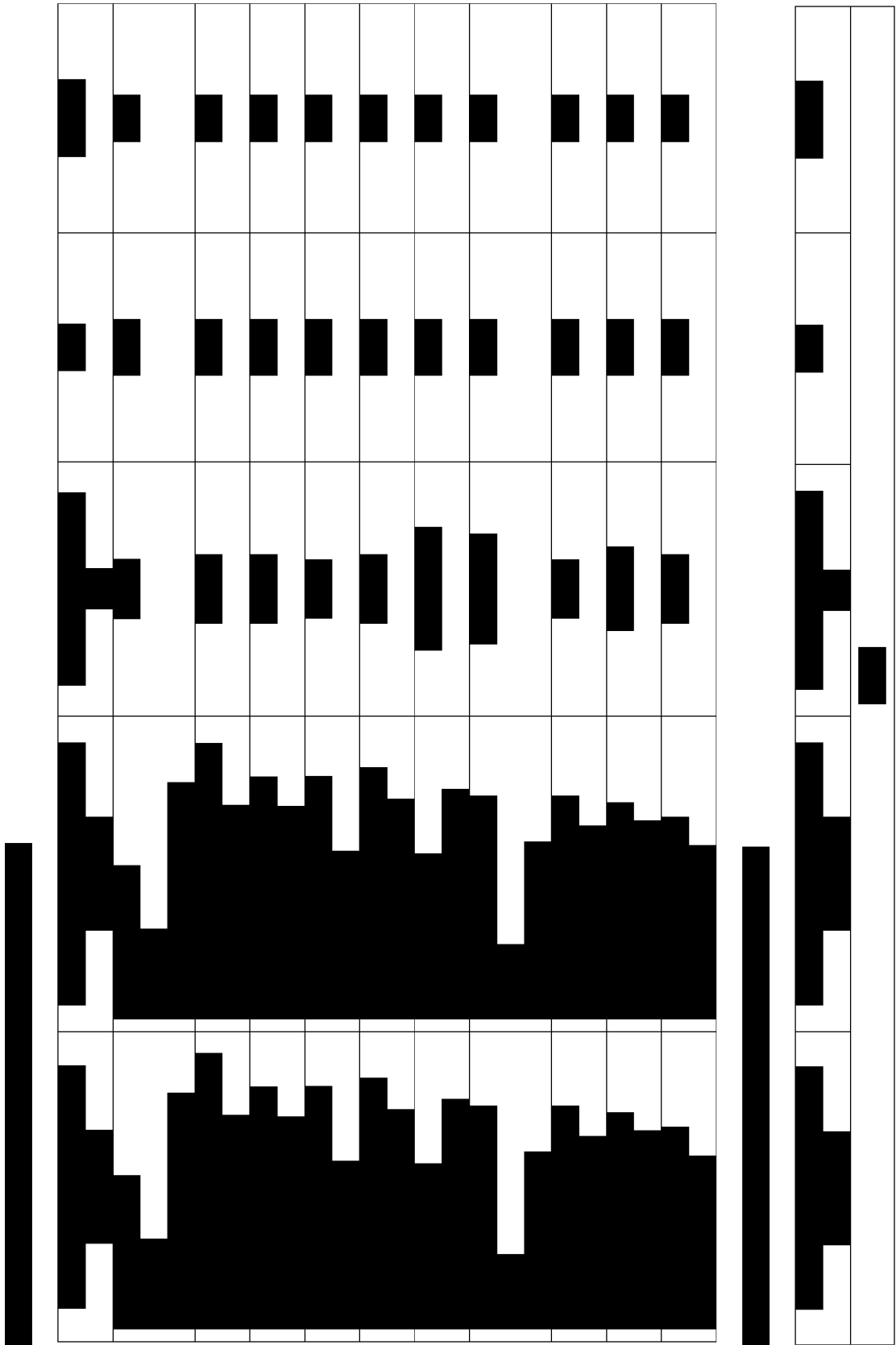
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**SCHEDULE 4(a)**

**TRADEMARKS REGISTRATION**

(Schedule Effective Date: June 10, 2009)

**Main Event Entertainment, LP:**

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
Main Event Entertainment, LP	Owner	Main Event Entertainment (and Logo)	2,794,391	41	Indoor amusement centers featuring bowling, billiards, casino style blackjack and laser tag	December 16, 2003	USA
Main Event Entertainment, LP	Owner	Main Event	2,327,143	41	Indoor amusement centers featuring bowling, billiards, casino style blackjack and laser tag	March 7, 2000	USA

**Shots Main Event, Inc.:**

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
None							

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**SCHEDULE 4(b)**

**TRADEMARK APPLICATIONS**

(Schedule Effective Date: June 10, 2009)

**Main Event Entertainment, LP:**

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
None.							

**Shots Main Event, Inc.:**

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
None.							

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**SCHEDULE 4(c)**

**REGISTERED PATENTS**

(Schedule Effective Date: June 10, 2009)

**Main Event Entertainment, LP:**

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Patent No.	Issue Date	Country of Issue
None.				

**Shots Main Event, Inc.:**

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Patent No.	Issue Date	Country of Issue
None.				

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**SCHEDULE 4(d)**

**PATENT APPLICATIONS**

(Schedule Effective Date: June 10, 2009)

**Main Event Entertainment, LP:**

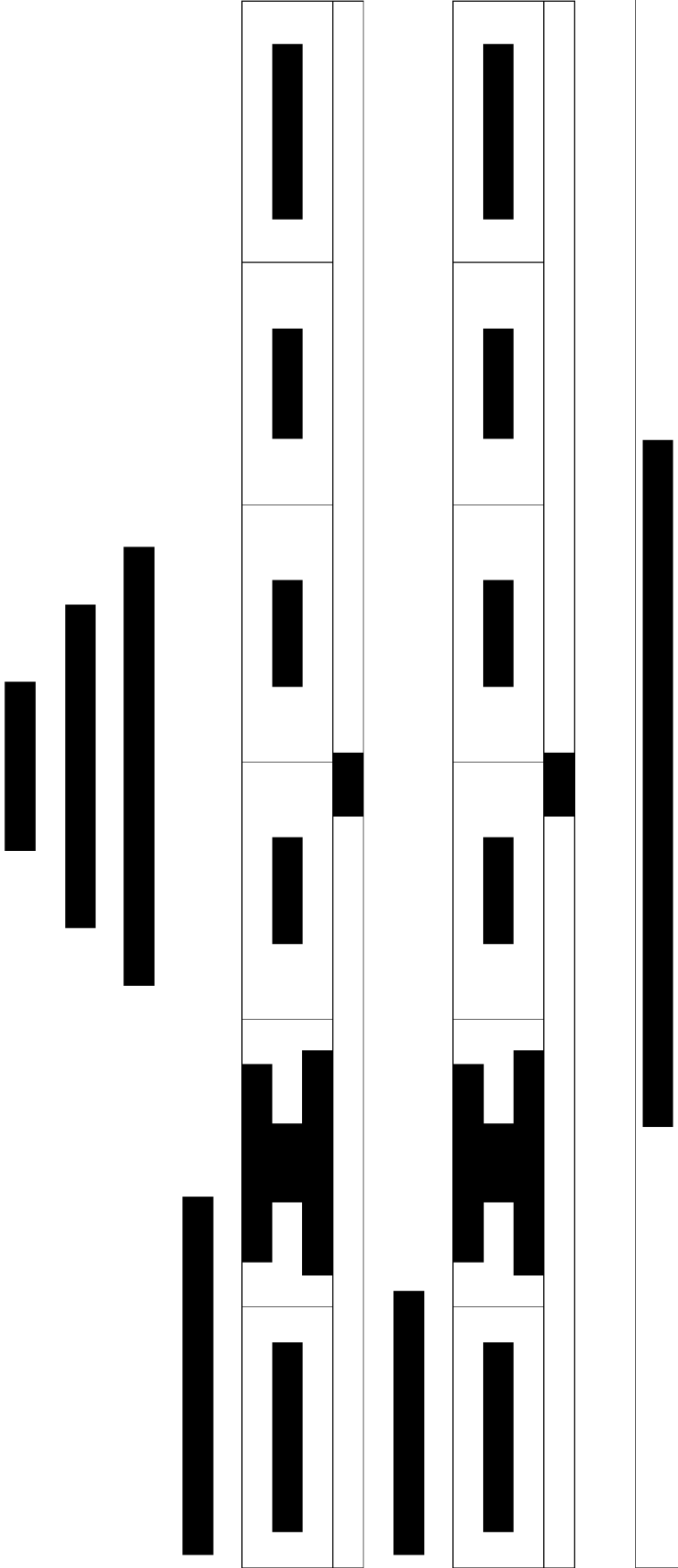
Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Serial No.	Filing Date	Country of Issue
None.				

**Shots Main Event, Inc.:**

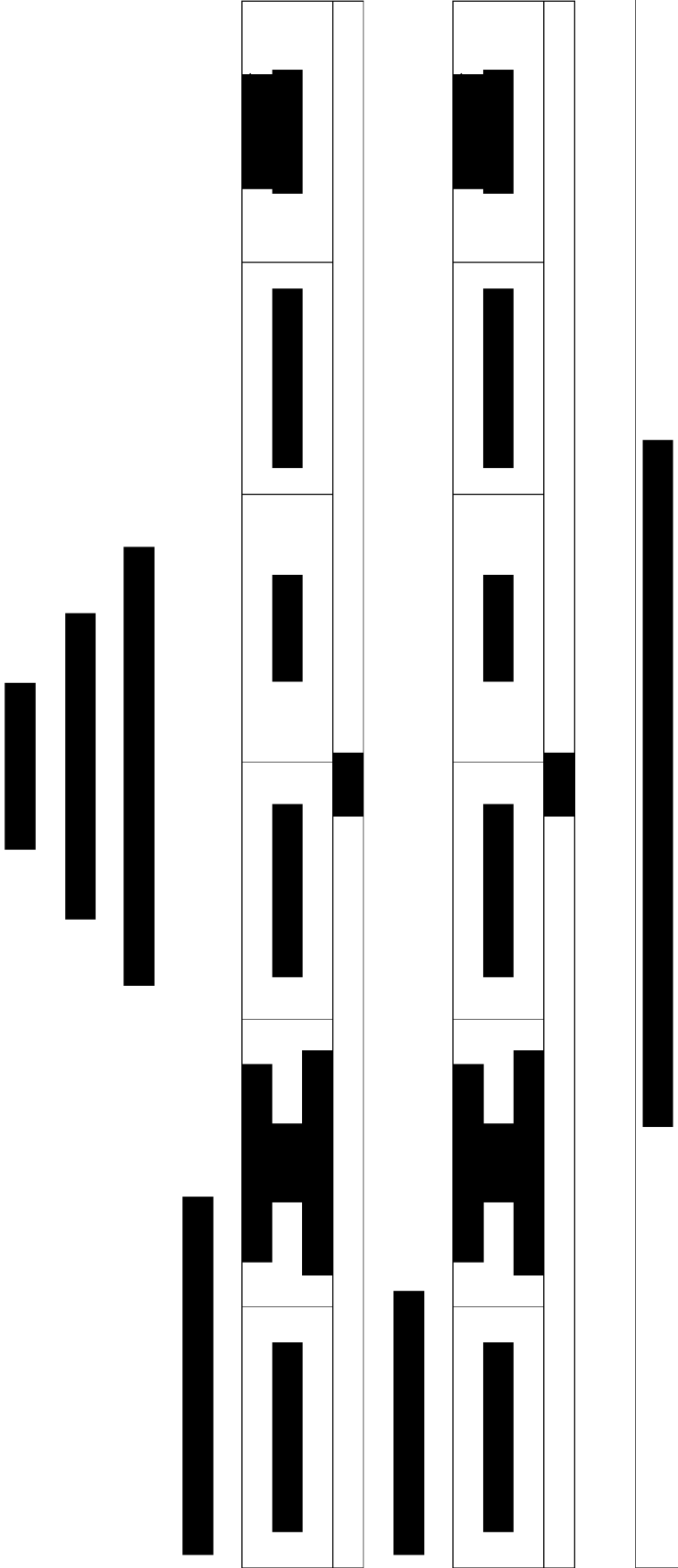
Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Serial No.	Filing Date	Country of Issue
None.				

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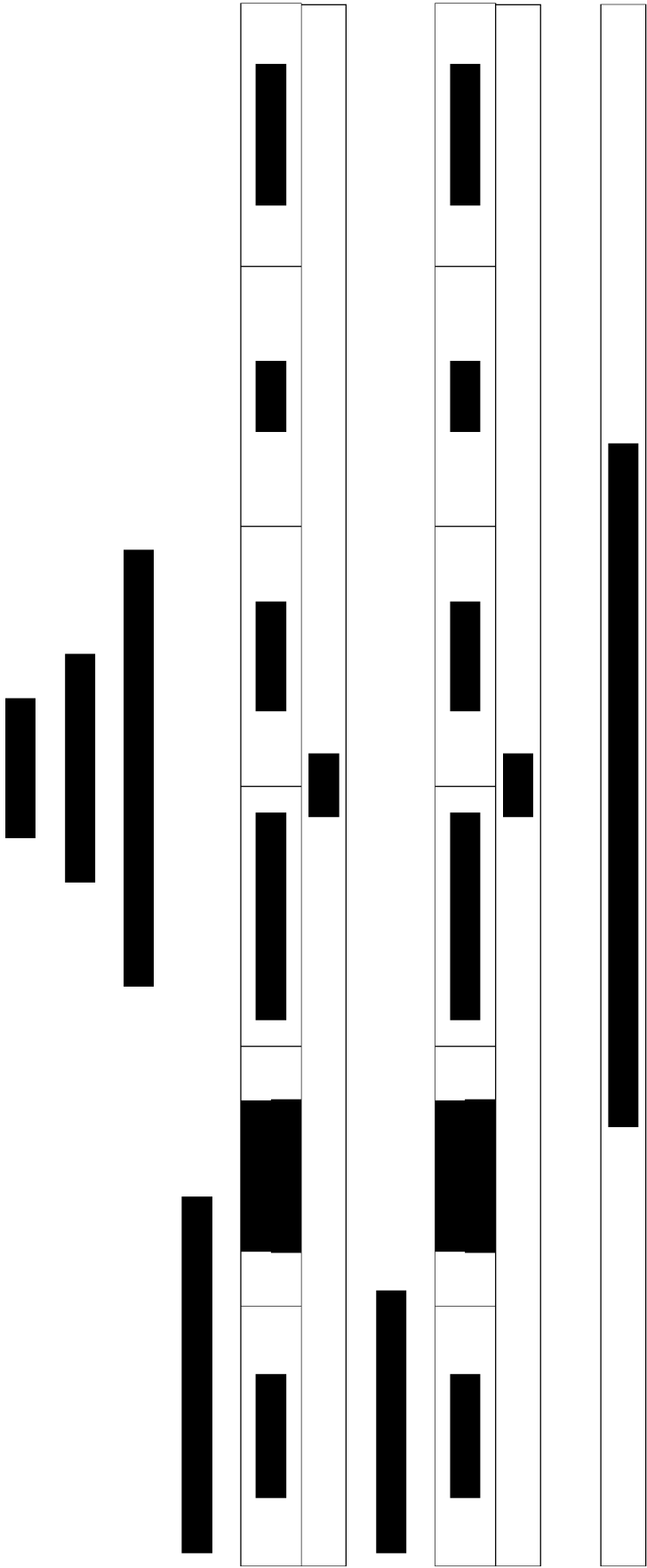
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