

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dave & Buster's I, L.P.		07/25/2014	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Serial Number:	86318407	EAT DRINK PLAY WATCH	
Serial Number:	86318411	EAT DRINK PLAY WATCH SPORTS	
Registration Number:	4257736	THE NEW MIX OF FUN	
Registration Number:	4362266	D&B DAVE & BUSTER'S VIP	
Registration Number:	3895329	ESCAPE INTO PLAY	
Registration Number:	3736145	FEED YOUR FUN	
Registration Number:	3665989	EAT & PLAY COMBO	
Registration Number:	3778929	D&B DAVE AND BUSTER'S REWARDS	
Registration Number:	3861429	D&B DAVE AND BUSTER'S REWARDS GOLD	
Registration Number:	3693385	THE BEST OF TIMES	
Registration Number:	3133186	D&B	
Registration Number:	3176873	DAVE & BUSTER'S	
Registration Number:	3133187	DAVE AND BUSTER'S TNTEA	
Registration Number:	3173604	D & B DAVE AND BUSTER'S GRAND SPORTS CAF	
Registration Number:	3186213	GRAND SPORTS CAFE	
Registration Number:	3265902	JILLIAN'S EAT·DRINK·PLAY	
Registration Number:	2967963	RECESS IS CALLING	
Registration Number:	2746430	EAT DRINK PLAY	
Registration Number:	2627192		
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2412195	HI LIFE LANES
Registration Number:	2412190	JILLIAN'S EAT DRINK PLAY
Registration Number:	2332153	POWER CARD
Registration Number:	2264862	JILLIAN'S
Registration Number:	2307083	THERE'S NO PLACE QUITE LIKE IT
Registration Number:	2228792	D&B DAVE AND BUSTER'S AND DESIGN
Registration Number:	2385866	POWER CARD
Registration Number:	2011447	THERE'S NO PLACE QUITE LIKE IT
Registration Number:	1819336	AMERICA LIVE!
Registration Number:	1667277	ORIGINAL SPORTS BAR
Registration Number:	1625291	JILLIAN'S
Registration Number:	1543908	DAVE AND BUSTER'S D & B
Registration Number:	1494597	THERE'S NO PLACE QUITE LIKE IT
Registration Number:	1491690	D & B
Registration Number:	1492658	D & B
Registration Number:	1491691	DAVE & BUSTER'S
Registration Number:	1493618	DAVE & BUSTER'S

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038507-0397
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	07/25/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 25, 2014 (this "**Agreement**"), is made by DAVE & BUSTER'S I, L.P., a Texas limited partnership, with its principal place of business and mailing address at 2481 Manana Drive, Dallas, Texas 74220 ("**Debtor**"), in favor of JEFFERIES FINANCE LLC, as collateral agent for the Secured Creditors (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS, Debtor is party to a Security Agreement dated as of July 25, 2014 (as the same may be amended, amended and restated, modified, supplemented or restated from time to time, the "**Security Agreement**") between Debtor and the other debtors party thereto and the Collateral Agent, pursuant to which Debtor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

As collateral security for the Secured Obligations, Debtor hereby grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and acknowledges and agrees that the Collateral Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in all of such Debtor's right, title, and interest, whether now owned or existing or hereafter created, acquired or arising, in and to all of the following (collectively, the "**Trademark Collateral**"):

(i) trademarks, service marks, trade dress, brand names, trade names, logos, domain names and tradestyles, including all registrations and applications for any of the foregoing, including without limitation the registrations and applications listed in Schedule A attached hereto, and all of the goodwill of the business connected with or represented by the foregoing; and

(ii) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the foregoing, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

SECTION 3. Certain Limited Exclusions

Notwithstanding the foregoing, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 4. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Creditors pursuant to the Security Agreement, and Debtor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages (including by facsimile or other electronic transmission), each constituting an original, but all together one and the same instrument. Debtor acknowledges that this Agreement is and shall be effective upon its execution and delivery by Debtor to the Collateral Agent, and it shall not be necessary for the Collateral Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year first above written.

DAVE & BUSTER'S I, L.P.

By: DAVE & BUSTER'S, INC., as its general partner

By:  _____

Name: Jay L. Tobin

Title: Senior Vice President





Accepted and agreed, as of the day and year first above written.

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: Brian Buoye
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
EAT DRINK PLAY WATCH	U.S. Federal	PENDING	86318407	24-JUN-2014			Dave & Buster's I, L.P.
EAT DRINK PLAY WATCH SPORTS	U.S. Federal	PENDING	86318411	24-JUN-2014			Dave & Buster's I, L.P.
	U.S. Federal	PENDING	86047860	26-AUG-2013			Dave & Buster's I, L.P.
	U.S. Federal	PENDING	85899154	09-APR-2013			Dave & Buster's I, L.P.
	U.S. Federal	PENDING	85899306	09-APR-2013			Dave & Buster's I, L.P.
TROPICOCKTAILS	U.S. Federal	PENDING	85845134	08-FEB-2013			Dave & Buster's I, L.P.
CUBE CHAOS	U.S. Federal	PENDING	85702022	13-AUG-2012			Dave & Buster's I, L.P.
THE NEW MIX OF FUN	U.S. Federal	REGISTERED	85638855	30-MAY-2012	4257736	11-DEC-2012	Dave & Buster's I, L.P.
	U.S. Federal	REGISTERED	85604297	20-APR-2012	4362266	02-JUL-2013	Dave & Buster's I, L.P.
ESCAPE INTO PLAY	U.S. Federal	REGISTERED	77922833	28-JAN-2010	3895329	21-DEC-2010	Dave & Buster's I, L.P.
FEED YOUR FUN	U.S. Federal	REGISTERED	77677330	24-FEB-2009	3736145	12-JAN-2010	Dave & Buster's I, L.P.
EAT & PLAY COMBO	U.S. Federal	REGISTERED	77568953	12-SEP-2008	3665989	11-AUG-2009	Dave & Buster's I, L.P.

	U.S. Federal	REGIS TERED	77555127	25-AUG- 2008	3778929	20-APR- 2010	Dave & Buster's I, L.P.
	U.S. Federal	REGIS TERED	77555188	25-AUG- 2008	3861429	12-OCT- 2010	Dave & Buster's I, L.P.
THE BEST OF TIMES	U.S. Federal	REGIS TERED	77373193	16-JAN- 2008	3693385	06-OCT- 2009	Dave & Buster's I, L.P.
D&B	U.S. Federal	REGIS TERED	78785112	04-JAN- 2006	3133186	22-AUG- 2006	Dave & Buster's I, L.P.
DAVE & BUSTER'S	U.S. Federal	REGIS TERED	78785124	04-JAN- 2006	3176873	28-NOV- 2006	Dave & Buster's I, L.P.
DAVE AND BUSTER'S TNTEA	U.S. Federal	REGIS TERED	78785139	04-JAN- 2006	3133187	22-AUG- 2006	Dave & Buster's I, L.P.
	U.S. Federal	REGIS TERED	78705555	01-SEP- 2005	3173604	21-NOV- 2006	Dave & Buster's I, L.P.
GRAND SPORTS CAFE	U.S. Federal	REGIS TERED	78705457	01-SEP- 2005	3186213	19-DEC- 2006	Dave & Buster's I, L.P.
JILLIAN'S EAT·DRINK·PLAY	U.S. Federal	REGIS TERED	78574837	25-FEB- 2005	3265902	17-JUL- 2007	Dave & Buster's I, L.P.
RECESS IS CALLING	U.S. Federal	REGIS TERED	76567735	31-DEC- 2003	2967963	12-JUL- 2005	Dave & Buster's I, L.P.
EAT DRINK PLAY	U.S. Federal	REGIS TERED	76393484	09-APR- 2002	2746430	05-AUG- 2003	Dave & Buster's I, L.P.
	U.S. Federal	REGIS TERED	75929530	28-FEB- 2000	2627192	01-OCT- 2002	Dave & Buster's I, L.P.
	U.S. Federal	REGIS TERED	75781879	23-AUG- 1999	2412195	12-DEC- 2000	Dave & Buster's I, L.P.
	U.S. Federal	REGIS TERED	75781398	23-AUG- 1999	2412190	12-DEC- 2000	Dave & Buster's I, L.P.
POWER CARD	U.S. Federal	REGIS TERED	75659286	16-MAR- 1999	2332153	21-MAR- 2000	Dave & Buster's I, L.P.
JILLIAN'S	U.S. Federal	REGIS TERED	75499104	04-JUN- 1998	2264862	27-JUL- 1999	Dave & Buster's I, L.P.

THERE'S NO PLACE QUITE LIKE IT	U.S. Federal	REGISTERED	75472494	16-APR-1998	2307083	11-JAN-2000	Dave & Buster's I, L.P.
	U.S. Federal	REGISTERED	75458150	30-MAR-1998	2228792	02-MAR-1999	Dave & Buster's I, L.P.
POWER CARD	U.S. Federal	REGISTERED	75170990	24-SEP-1996	2385866	12-SEP-2000	Dave & Buster's I, L.P.
THERE'S NO PLACE QUITE LIKE IT	U.S. Federal	REGISTERED	74641865	03-MAR-1995	2011447	29-OCT-1996	Dave & Buster's I, L.P.
	U.S. Federal	REGISTERED	74389726	13-MAY-1993	1819336	01-FEB-1994	Dave & Buster's I, L.P.
ORIGINAL SPORTS BAR	U.S. Federal	REGISTERED	74045829	04-APR-1990	1667277	03-DEC-1991	Dave & Buster's I, L.P.
JILLIAN'S	U.S. Federal	REGISTERED	73829938	06-OCT-1989	1625291	27-NOV-1990	Dave & Buster's I, L.P.
	U.S. Federal	REGISTERED	73688862	09-OCT-1987	1543908	13-JUN-1989	Dave & Buster's I, L.P.
THERE'S NO PLACE QUITE LIKE IT	U.S. Federal	REGISTERED	73688590	08-OCT-1987	1494597	28-JUN-1988	Dave & Buster's I, L.P.
D & B	U.S. Federal	REGISTERED	73688302	05-OCT-1987	1491690	07-JUN-1988	Dave & Buster's I, L.P.
D & B	U.S. Federal	REGISTERED	73688303	05-OCT-1987	1492658	14-JUN-1988	Dave & Buster's I, L.P.
DAVE & BUSTER'S	U.S. Federal	REGISTERED	73688304	05-OCT-1987	1491691	07-JUN-1988	Dave & Buster's I, L.P.
DAVE & BUSTER'S	U.S. Federal	REGISTERED	73688305	05-OCT-1987	1493618	21-JUN-1988	Dave & Buster's I, L.P.