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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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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):
AMF Bowling Products, Inc.
 Individual(s)
 General Partnership Association
 Corporation Limited Partnership
 Other _____

2. Name and address of receiving party(ies)
Name: Bankers Trust Company, as Administrative Agent
Internal Address: _____
Street Address: 31 West 52nd Street
City: New York State: NY Zip: 10019
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

1. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Corporation-State
 Other: Grant of Trademark Security Interest
Execution Date: February 28, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,164,306; 0,785,142; 1,346,158; 2,221,927; 2,185,698; 2,040,903; and 2,224,594

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Melissa L. Clemens, Esq.
Internal Address: _____
Street Address: O'MELVENY & MYERS LLP
400 South Hope Street
City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and registrations involved: 7
7. Total fee (37 CFR 3.41) \$190.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Melissa L. Clemens March 28, 2002
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document:

04/11/2002 DBYRNE 00000265 2164306
01 FC:481 40.00 OP
02 FC:482 150.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002481 FRAME: 0804

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, AMF Bowling Products, Inc., a Virginia corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, AMF Bowling Worldwide, Inc., a Delaware corporation ("**Company**"), Grantor, AMF Bowling Centers Holdings Inc., a Delaware corporation ("**Bowling**"), AMF Worldwide Bowling Centers Holdings Inc., a Delaware corporation ("**AMF Worldwide**"), American Recreation Centers, Inc., a California corporation ("**Recreation**"), AMF Bowling Holdings Inc., a Delaware corporation ("**AMF Holdings**") and AMF Bowling Centers, Inc., a Virginia corporation ("**Centers**", together with Company, AMF Products, Bowling, AMF Worldwide, Recreation and AMF Holdings, the "**Borrowers**"), have entered into a Senior Secured Credit Agreement dated as of February 28, 2002 (said Senior Secured Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Bankers Trust Company ("**BTCo**"), as syndication agent for Lenders (in such capacity, "**Syndication Agent**"), as documentation agent for Lenders (in such capacity, "**Documentation Agent**") and as administrative agent for Lenders (in such capacity, "**Administrative Agent**" or "**Agent**"); and

WHEREAS, Borrowers may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements or Currency Agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements, as applicable, are entered into (in such capacity, "**Lender Hedge Providers**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of February 28, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral**"):**

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business

identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and


(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 28th day of February, 2002.

AMF BOWLING PRODUCTS, INC.
a Virginia corporation

By: 
Name: Christopher F. Caesar
Title: Senior Vice President

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Registered Trademarks:

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
AMF Bowling Products, Inc.	ACCUVISION	2,164,306	06/09/98
AMF Bowling Products, Inc.	AMF	0,785,142	02/16/65
AMF Bowling Products, Inc.	ANGLE and design	1,346,158	07/02/85
AMF Bowling Products, Inc.	FAST TRACK	2,221,927	02/02/99
AMF Bowling Products, Inc.	RENAISSANCE	2,185,698	09/01/98
AMF Bowling Products, Inc.	SMARTPATH	2,040,903	02/25/97
AMF Bowling Products, Inc.	XTREME	2,224,594	02/16/99

Schedule A-1

Grant of Trademark
Security Interest

NY1:847988.1

RECORDED: 03/28/2002

TRADEMARK
REEL: 002481 FRAME: 0808