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

102057950

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 Worldwide, Inc.
Individual(s)
General Partnership
Corporation
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

Additional name(s) of conveying party(ies) attached?
1. Nature of conveyance:
Assignment
Security Agreement
Corporation-State
Other: Grant of Trademark Security Interest
Execution Date: February 28, 2002

Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached:
Additional name(s) & address(es) attached?

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

B. Trademark Registration No.(s) 1,358,108; 1,369,924; 2,020,613; 1,367,452; 1,993,923; 0,714,104; 0,912,787; 0,913,754; 0,928,868; 0,942,646; 2,286,177; 2,013,389; 2,319,800; 2,352,509; 2,043,552; 1,212,583; 1,306,073; 1,328,513; 0,839,489; 1,206,551 - Please see attached Schedule A to the Grant of Trademark Security Interest for additional registration numbers.

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: 40
7. Total fee (37 CFR 3.41) \$1,015.00
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
Name of Person Signing
Signature
March 28, 2002
Date
Total number of pages including cover sheet, attachments, and document:

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

**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 Worldwide, Inc.	ACCUDESK	1,385,108	03/04/86
AMF Bowling Worldwide, Inc.	ACCUSCORE	1,369,924	11/12/85
AMF Bowling Worldwide, Inc.	ACCUSCORE XL	2,020,613	12/03/96
AMF Bowling Worldwide, Inc.	ACCUTRAC	1,367,452	10/29/85
AMF Bowling Worldwide, Inc.	ADVANTAGE	1,993,923	08/13/96
AMF Bowling Worldwide, Inc.	AMF	0,714,104	04/18/61
AMF Bowling Worldwide, Inc.	AMF	0,912,787	06/08/71
AMF Bowling Worldwide, Inc.	AMF	0,913,754	06/08/71
AMF Bowling Worldwide, Inc.	AMF	0,928,868	02/08/72
AMF Bowling Worldwide, Inc.	AMF	0,942,646	09/12/72
AMF Bowling Worldwide, Inc.	AMF ALWAYS MEANS FUN	2,286,177	10/12/99
AMF Bowling Worldwide, Inc.	AMF and Triangle Design	2,013,389	11/05/96
AMF Bowling Worldwide, Inc.	AMF CARES	2,319,800	02/15/00
AMF Bowling Worldwide, Inc.	AMF OPTIONS	2,352,509	05/23/00
AMF Bowling Worldwide, Inc.	AMF PLAYMASTER	2,043,552	03/11/97
AMF Bowling Worldwide, Inc.	AMFLITE II	1,212,583	10/12/82
AMF Bowling Worldwide, Inc.	ANGLE and design	1,306,073	11/20/84
AMF Bowling Worldwide, Inc.	ANGLE Stylized	1,328,513	04/02/85
AMF Bowling Worldwide, Inc.	CENTURY and design	1,153,649	05/12/81
AMF Bowling Worldwide, Inc.	CLASSIC	0,839,489	11/28/67
AMF Bowling Worldwide, Inc.	FAIR LANES	1,206,551	08/24/82

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
AMF Bowling Worldwide, Inc.	FAIR LANES and design	1,787,278	08/10/93
AMF Bowling Worldwide, Inc.	FAIR LANES YOUNG AMERICA Stylized	1,222,922	01/04/83
AMF Bowling Worldwide, Inc.	GRAND PRIX	1,993,922	08/13/96
AMF Bowling Worldwide, Inc.	HIGHLAND SERIES AMF LIMITED EDITION and design	2,474,248	07/31/01
AMF Bowling Worldwide, Inc.	HPL ALLIANCE	1,949,488	01/16/96
AMF Bowling Worldwide, Inc.	HPL INTEGRA	1,949,516	01/16/96
AMF Bowling Worldwide, Inc.	INTEGRATED SYSTEMS ENGINEERING and design	1,290,779	08/21/84
AMF Bowling Worldwide, Inc.	LANESIDE CAFÉ	2,346,013	04/25/00
AMF Bowling Worldwide, Inc.	MAGIC TRIANGLE	2,304,682	12/28/99
AMF Bowling Worldwide, Inc.	MISCELLANEOUS DESIGN	1,207,584	09/07/82
AMF Bowling Worldwide, Inc.	MISCELLANEOUS DESIGN angle design	1,346,158	07/02/85
AMF Bowling Worldwide, Inc.	RADARAY Stylized	0,578,718	08/18/53
AMF Bowling Worldwide, Inc.	SILVER STREAK	1,238,038	05/17/83
AMF Bowling Worldwide, Inc.	SLUGGO'S and design	2,195,726	10/13/98
AMF Bowling Worldwide, Inc.	SMART BALL	1,900,000	06/13/95
AMF Bowling Worldwide, Inc.	SPORTSTOP	2,417,920	01/02/01
AMF Bowling Worldwide, Inc.	THE ANGLE and design	1,187,873	01/26/82
AMF Bowling Worldwide, Inc.	VISFLO and design	1,894,782	05/23/95

**Pending Trademarks:**

<u>Applicant</u>	<u>United States Trademark Description</u>	<u>Application Number</u>	<u>Filing Date</u>
AMF Bowling Worldwide, Inc.	AMF CLASSIC LOGO with Pinsplash Design	76/253,754	05/08/01

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, AMF Bowling Worldwide, Inc.**, a Delaware corporation (“**Grantor**” or “**Company**”), 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**, Grantor, AMF Bowling Products, Inc., a Virginia corporation (“**AMF Products**”), 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 WORLDWIDE, INC.**  
a Delaware corporation

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