

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lucky Strike Hollywood, Inc.		05/27/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Southport Lanes, Incorporated		
Street Address:	2747 North Lincoln Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60624		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	810755	LUCKY STRIKE	
Serial Number:	78153674	LUCKY STRIKE	
Serial Number:	76477515	X LUCKY STRIKE LANES	
Serial Number:	78303977	THE LUCKY STRIKE	
CORRESPONDENCE DATA			
Fax Number:	(312)577-7007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312 577-7000		
Email:	Trademark@fitcheven.com		
Correspondent Name:	John E. Lyhus		
Address Line 1:	120 S. LaSalle Street		
Address Line 2:	Suite 1600		
Address Line 4:	Chicago, ILLINOIS 60603-3406		
NAME OF SUBMITTER:	John E. Lyhus		
Signature:	/John E. Lyhus/		

CH \$115.00 810755

Date:

06/14/2005

Total Attachments: 3

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EXHIBIT E

Security Agreement

This TRADEMARK SECURITY AGREEMENT (the “**Security Agreement**”) is made as of this 27th day of May, 2005, between LUCKY STRIKE HOLLYWOOD, INC., a California corporation (hereafter “**Grantor**”), and SOUTHPORT LANES, INCORPORATED, an Illinois corporation (hereafter “**Secured Party**”), with reference to the following facts:

WITNESSETH:

WHEREAS, pursuant to Section 3 of that certain Agreement for Purchase and Sale of Marks (the “**Purchase Agreement**”) and Secured Promissory Note between the parties, Grantor agreed to grant to Secured Party, a security interest in all of such Grantor’s right, title and interest in, to and under the trademarks as listed herein (the “**Trademarks**”).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN THE TRADEMARKS. Grantor hereby grants to Secured Party, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following Trademarks and additional terms, including all goodwill of the business connected with the use of, and symbolized by each Trademark:

(a) LUCKY STRIKE as depicted in United States Trademark Registration No. 810,755 for use in connection with “bowling balls”;

(b) LUCKY STRIKE as depicted in United States Trademark Application No. 78/153,674 for use in connection with “bowling alleys”;

(c) X LUCKY STRIKE LANES and Design as depicted in United States Trademark Application No. 76/477,515 for use in connection with “bowling alleys” and “restaurant services”;

Exhibit E

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(d) THE LUCKY STRIKE and Design as depicted in United States Trademark Application No. 78/303,977 for use in connection with "bowling alleys"; THE LUCKY STRIKE at common law for use in connection bowling alleys, billiard, bar and restaurant services;

(e) all modifications and renewals of the Trademarks listed in the foregoing subsections 1(a) through 1(e);

(f) all goodwill of the business connected with the use of, and symbolized by, each Trademark as depicted in subsections 1(a) through 1(e); and

(g) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

2. COUNTERPARTS. This Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]


Exhibit E

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**TRADEMARK
REEL: 003103 FRAME: 0503**

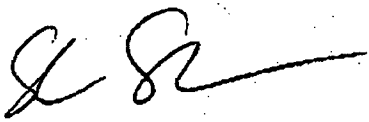
IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LUCKY STRIKE HOLLYWOOD, INC.,
a California corporation, as Grantor

By: 
Name: Steven Foster
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

SOUTHPORT LANES, INCORPORATED,
an Illinois Corporation, as Secured Party

By: 
Name: Steven Soble
Title: President

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