

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lucky Strike Hollywood, Inc.		08/02/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Lucky Strike Entertainment, Inc.
Street Address:	15260 Ventura Boulevard, Suite 1110
City:	Sherman Oaks
State/Country:	CALIFORNIA
Postal Code:	91403
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78505760	STAR LANES
Serial Number:	78464759	STAR LOUNGE
Serial Number:	78153674	LUCKY STRIKE
Serial Number:	76477515	X LUCKY STRIKE LANES
Serial Number:	76480069	X
Serial Number:	72224585	LUCKY STRIKE
Serial Number:	78303977	THE LUCKY STRIKE

CORRESPONDENCE DATA

Fax Number: (818)475-1513
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 818-444-4514
 Email: jfriedman@biztechlaw.com
 Correspondent Name: Jonathan Friedman
 Address Line 1: 15260 Ventura Boulevard, Floor 20
 Address Line 4: Sherman Oaks, CALIFORNIA 91403

OP \$190.00 78505760

ATTORNEY DOCKET NUMBER:	LUCKYSTRIKEENTERTAINMENT
NAME OF SUBMITTER:	Jonathan Friedman
Signature:	/Jonathan Friedman/
Date:	11/29/2006
Total Attachments: 4 source=Assignment to Lucky Strike Entertainment#page1.tif source=Assignment to Lucky Strike Entertainment#page2.tif source=Assignment to Lucky Strike Entertainment#page3.tif source=Assignment to Lucky Strike Entertainment#page4.tif	

TRADEMARK ASSIGNMENT AND LICENSE-BACK AGREEMENT

This Trademark Assignment and License-Back Agreement (this "*Agreement*") is effective as of the 2nd day of August, 2006 (the "*Effective Date*"), by and between Lucky Strike Hollywood, Inc., a California corporation, ("*Assignor*"), and Lucky Strike Entertainment, Inc., a California corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are in the business of operating billiard parlors, bowling alleys, and providing general entertainment services;

WHEREAS, Assignor owns rights in the trademarks listed on Schedule 1 to this Agreement, including, without limitation, common law rights, trade name rights, and goodwill associated with and symbolized by such trademarks (the "*Trademarks*");

WHEREAS, Assignor is desirous of assigning and Assignee is desirous of acquiring the entire right, title and interest in and to the Trademarks owned by Assignor; and

WHEREAS, Assignor desires to license the Trademarks from Assignee for use in connection with Assignor's business activities and Assignee desires to grant Assignor a license of the Trademarks in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of Assignee's payment to Assignor in the amount of ten dollars (\$10), the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks throughout the world, together with all registrations and renewals thereof, registration applications and the right to sue or bring other actions for past, present and future infringement thereof.

2. Further Assurances. Assignor agrees to: (i) cooperate with Assignee in the filing and prosecution of any trademark or other intellectual property registration or application pertaining to the Trademarks; (ii) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer; and (iii) perform such other acts as Assignee lawfully may request, to facilitate Assignee's right to obtain, protect, maintain, defend or enforce any of the rights in the Trademarks granted hereunder. In the event that Assignee is unable to for any reason whatsoever to secure Assignor's signature to any document when so required to effectuate fully this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents, as Assignor's agents and attorneys-in-fact, with full power of substitution, to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing, with the same legal force and effect as if executed by Assignor.

3. License Back.

3.1 Assignee hereby grants Assignor a perpetual, royalty-free, fully paid-up, non-exclusive, worldwide license to use the Trademarks in connection with Assignor's business activities.

3.2 Assignor hereby acknowledges and agrees that (i) the Trademarks are owned solely and exclusively by Assignee, (ii) except as set forth herein, Assignor has no rights, title or interest in or to the Trademarks and (iii) all use of the Trademarks by Assignor shall insure to the benefit of Assignee. Assignor agrees not to apply for registration of the Trademarks (or any mark confusingly similar thereto) anywhere in the world. Assignor agrees that it shall not engage, participate or otherwise become involved in any activity or course of action that diminishes and/or tarnishes the image and/or reputation of any Trademark.


3.3 Assignee shall control the quality of all materials bearing the Trademarks and Assignor's use of the Trademarks. Assignor acknowledges and agrees that the presentation and image of the Trademarks shall be uniform and consistent with respect to all services, activities and products associated with the Trademarks. Accordingly, Assignor agrees to use the Trademarks solely in the manner in which Assignee shall specify from time to time in Assignee's sole discretion. Upon Assignee's request and at Assignor's expense, Assignor shall furnish to Assignee samples of all materials containing the Trademarks that Assignor currently distributes. If Assignee believes that the Trademarks are being used in a manner that could diminish Assignee's rights in protection of the Trademarks, Assignor agrees to make whatever changes and/or corrections Assignee deems necessary to protect the Trademarks.

4. Miscellaneous. This Agreement shall be governed by and enforced in accordance with the laws of the State of California, without giving effect to any conflicts of law principles. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective heirs, devisees, successors and assigns. Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

LUCKY STRIKE HOLLYWOOD, INC.

LUCKY STRIKE ENTERTAINMENT, INC.



By: Steven Foster
Its: President



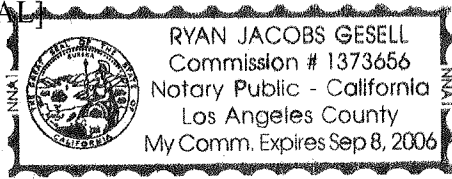
By: Steven Foster
Its: President

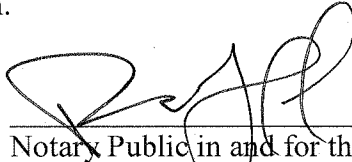
STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

On this 2nd day of August, in the year 2006, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Steven Foster, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as President, on behalf of Lucky Strike Hollywood, Inc., and acknowledged to me that Lucky Strike Hollywood, Inc. executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]





Notary Public in and for the
aforesaid County and State

SCHEDULE 1 TO TRADEMARK ASSIGNMENT AND LICENSE-BACK AGREEMENT

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial Number</u>
Star Lanes	U.S.	78505760
Star Lounge	U.S.	78464759
Lucky Strike	U.S.	78153674
X Lucky Strike Lanes	U.S.	76477515
X	U.S.	76480069
Lucky Strike	U.S.	72224585
The Lucky Strike	U.S.	78303977