

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	01/18/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lucky Strike Entertainment, Inc.		01/23/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Lucky Strike Entertainment, L.L.C.
Street Address:	15260 Ventura Boulevard, Suite 1110
City:	Sherman Oaks
State/Country:	CALIFORNIA
Postal Code:	91403
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77031775	BOWL WITH SOUL

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

ATTORNEY DOCKET NUMBER:	LUCKY STRIKE
NAME OF SUBMITTER:	Jonathan Friedman
Signature:	/Jonathan Friedman/

OP \$40.00 77031775

Date:

04/17/2007

Total Attachments: 5

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TRADEMARK ASSIGNMENT AND LICENSE-BACK AGREEMENT

This Trademark Assignment and License-Back Agreement (this "*Agreement*") is effective as of the 18th day of January, 2007 (the "*Effective Date*"), by and between Lucky Strike Entertainment, Inc., a California corporation, ("*Assignor*"), and Lucky Strike Entertainment, L.L.C., a Delaware 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.

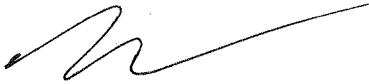
3.2 Assignor hereby acknowledges and agrees that (i) the Trademarks are owned solely and exclusively by Assignee, (ii) except as set forth herein, Assignor has no rights, title or interest in or to the Trademarks and (iii) all use of the Trademarks by Assignor shall insure to the benefit of Assignee. 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 ENTERTAINMENT,
INC.**



By: Steven Foster
Its: President

LUCKY STRIKE ENTERTAINMENT, L.L.C.



By: Steven Foster
Its: Manager

ALL-PURPOSE ACKNOWLEDGEMENT

State of California.

County of Los Angeles

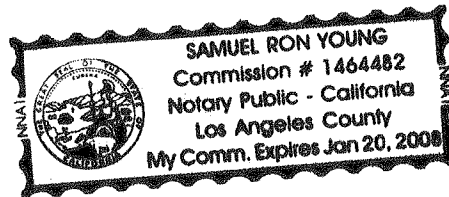
On 01-23-07 before me, Samuel Ron Young, Notary Public
Date Name and Title of Officer (i.e., Your Name, Notary Public)

personally appeared STEVEN FOSTER
Name(s) of Document Signer(s)

personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(es) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Samuel Ron Young
Signature of Notary



(Affix seal in the above blank space)

SCHEDULE 1 TO TRADEMARK ASSIGNMENT AND LICENSE-BACK AGREEMENT

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial Number</u>
Bowl With Soul	U.S.	77/031,775