

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/31/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lucky Strike Entertainment, Inc.		11/01/2006	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: 8**

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:	78867993	STAY OUT OF THE GUTTER
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

OP \$215.00 78505760

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/
Date:	04/17/2007

**Total Attachments: 6**

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## MASTER CONTRIBUTION AGREEMENT

This Master Contribution Agreement (this "*Agreement*") is made and entered into as of November 1, 2006, by and among Lucky Strike Entertainment, Inc., a California corporation (the "*Corporation*"), and Lucky Strike Entertainment, LLC, a Delaware limited liability company (the "*LLC*").

### RECITALS

A. WHEREAS, the Corporation recently formed the LLC and is the sole member and manager of the LLC;

B. WHEREAS, the Corporation owns interests in certain limited liability companies listed on Schedule 1 hereto, all of which operate, or intend to operate, a Lucky Strike bowling alley (the "*LLC Subsidiaries*"); and

C. WHEREAS, the Corporation desires to contribute, transfer and assign to the LLC all of its assets (except its ownership interest in its subsidiary corporations and other entities listed on Schedule 2 hereto) and liabilities, including all of its ownership interests in the LLC Subsidiaries, the "Lucky Strike" name and image and all other "Lucky Strike" related intellectual property (the "*Assets and Liabilities*").

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, the parties hereto hereby agree as follows:

1. Contribution. On the Effective Date, the Corporation shall contribute, transfer, assign and deliver the Assets and Liabilities to the LLC. The LLC shall acquire all such Assets and Liabilities and assume and perform any and all obligations with respect thereto, from and after the Effective Date. Also on the Effective Date, or as promptly as possible thereafter, and pursuant to the terms of a Subsidiary Contribution Agreement in the form of Exhibit A hereto, the Corporation shall cause each of its wholly owned corporate subsidiaries listed on Schedule 3 hereto: (i) first, to transfer all of such corporate subsidiary's assets and liabilities to a separate Delaware limited liability company which was recently formed to continue the operations of each such corporate subsidiary's business; and (ii) then to transfer all of such corporate subsidiary's ownership interest in each such newly formed operating limited liability company to the LLC.
2. Effective Date. The "*Effective Date*" shall be the later of (i) the close of business on December 31, 2006; and (ii) the date Corporation obtains all approvals and consents which the Corporation deems necessary to contribute, transfer and assign its Assets and Liabilities to the LLC.
3. Automatic Transfer. Upon the Effective Date, the Assets and Liabilities shall be deemed to be automatically transferred to the LLC without any further action of the parties hereto. The parties hereto agree to sign any bills of sale or other documents necessary to evidence the contribution, transfer and assignment of the Assets and Liabilities as provided for hereunder.

4. Merger of Corporate Subsidiaries. Promptly following the Effective Date, the Corporation shall cause each of its subsidiary corporations listed on Schedule 3 hereto to be merged with any into the Corporation, with the Corporation remaining as the surviving corporation.

4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA.


5. Binding Agreement. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed as of the date first above written.

**CORPORATION**


**Lucky Strike Entertainment, Inc.**

By:   
\_\_\_\_\_  
Steven L. Foster, President

**LLC**

**Lucky Strike Entertainment, LLC**

By: Lucky Strike Entertainment, Inc.,  
Its Manager

By:   
\_\_\_\_\_  
Steven L. Foster, President

**SCHEDULE 1**

**SUBSIDIARY LLCS**

**(Ownership will be transferred to LLC)**

Lucky Strike Del Almo, LLC

Lucky Strike Houston, LLC

Lucky Strike LA Live, LLC

Lucky Strike Orlando, LLC

Lucky Strike Philadelphia, LLC

Lucky Strike Yorktown, LLC

Lucky Strike Miami, LLC

**SCHEDULE 2**

**EXCLUDED ENTITIES**

**(Ownership will not be transferred to LLC)**

Lucky Strike Chicago, Inc.

NYACK Enterprises, Inc.

Lucky Strike Hollywood, Inc.

Lucky Strike Louisville, Inc.

Lucky Strike Orange, Inc.

Lucky Strike Toronto, Inc.

Lucky Strike Denver, Inc.

Jillian's Billiards Club, Inc.

Lucky Strike Novi, Inc.

Lucky Strike Kansas City, Inc.

Lucky Strike Meadowlands, Inc.

Lucky Strike Lakewood, Inc.

Lucky Strike Pittsburgh, Inc.

Lucky Strike St. Louis, Inc.

Lucky Strike San Jose, Inc.

Jillian's Massachusetts Business Trust

3094350 Nova Scotia Company

Lucky Strike Washington D.C., LLC

**SCHEDULE 3**  
**SUBSIDIARY CORPORATIONS**  
**TO TRANSFER ASSETS TO LLC**  
**AND TO MERGE WITH CORPORATION**

Lucky Strike Chicago, Inc.

NYACK Enterprises, Inc.

Lucky Strike Hollywood, Inc.

Lucky Strike Louisville, Inc.

Lucky Strike Orange, Inc.

Lucky Strike Toronto, Inc.

Lucky Strike Denver, Inc.

Jillian's Billiard Club, Inc.

Lucky Strike Novi, Inc.

Lucky Strike Kansas City, Inc.

Lucky Strike Meadowlands, Inc.

Lucky Strike San Jose, Inc.

Lucky Strike Washington D.C., LLC

**EXHIBIT A**

**FORM OF SUBSIDIARY CONTRIBUTION AGREEMENT**