

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
AMF Bowling Worldwide, Inc.		06/12/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Credit Suisse, Cayman Islands Branch, as Second Lien Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	0714104	AMF
Registration Number:	0912787	AMF
Registration Number:	0942646	AMF
Registration Number:	0785142	AMF
Registration Number:	0913754	AMF
Registration Number:	3041394	AMF
Registration Number:	2286177	AMF ALWAYS MEANS FUN
Registration Number:	2013389	AMF
Registration Number:	2703766	AMF
Registration Number:	2879988	AMF PINSPOTTER
Registration Number:	2924302	AMF THUNDER BOWL
Registration Number:	3235027	GIO'S PIZZA
Registration Number:	2474248	HIGHLAND SERIES AMF LIMITED EDITION
Registration Number:	2195726	SLUGGO'S

CH \$515.00 0714104

Registration Number:	2417920	SPORTSTOP
Registration Number:	2224594	XTREME
Serial Number:	78761280	300
Serial Number:	78761901	300
Serial Number:	77149702	BOWL OUT
Serial Number:	77084782	STRIKINGLY DIFFERENT

CORRESPONDENCE DATA

Fax Number: (202)639-7003
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-639-7352
Email: davidmi@friedfrank.com
Correspondent Name: Michael David c/o Fried Frank et al.
Address Line 1: 1001 Pennsylvania Avenue, NW
Address Line 2: Suite 800
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Michael David
Signature:	/md/
Date:	06/25/2007

Total Attachments: 7
source=Security2#page1.tif
source=Security2#page2.tif
source=Security2#page3.tif
source=Security2#page4.tif
source=Security2#page5.tif
source=Security2#page6.tif
source=Security2#page7.tif

**Assignment of Security Interest
in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AMF Bowling Worldwide, Inc., a Delaware corporation (the "Assignor"), having its chief executive office at 7313 Bell Creek Road, Mechanicsville, VA 23111, hereby grants to CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Second Lien Collateral Agent, (the "Assignee"), with offices at Eleven Madison Avenue, New York, NY 10010, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;

(ii) each Patent License, including each Patent License listed on Schedule A hereto;

(iii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(v) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS GRANT is granted in conjunction with the security interests granted to the Assignee pursuant to the Second Lien Security Agreement among the Assignor, the Assignee and certain other parties dated as of June 12, 2007, as amended, modified or supplemented from time to time (the "Security Agreement").

THIS GRANT has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the
____ day of June, 2007.

AMF Bowling Worldwide, Inc., as Assignor

By: W.A. McDermott
Name:
Title:

CREDIT SUISSE, Cayman Islands Branch,
as Second Lien Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:


[Signature Page -- Second Lien Assignment of Security Interest in Patents/Trademarks]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the
____ day of June, 2007.

AMF Bowling Worldwide, Inc., as Assignor

By: _____
Name:
Title:

CREDIT SUISSE, Cayman Islands Branch,
as Second Lien Collateral Agent

By:  _____
Name: DAVID DODD
Title: VICE PRESIDENT

By:  _____
Name: JAMES NEIRA
Title: ASSOCIATE

[Signature Page – Second Lien Assignment of Security Interest in Patents/Trademarks]

Schedule A to Second Lien Patent and Trademark Assignment

PATENTS AND PATENT APPLICATIONS

Serial No. or Event No.	Date	Inventor Title	Inventor	Country	Patent Holder
------------------------------------	-------------	-----------------------	-----------------	----------------	----------------------

PATENT LICENSES

Licensor	Licensee	Patent Number(s)	Date
-----------------	-----------------	-------------------------	-------------

Schedule B to Patent and Trademark Assignment

U.S. TRADEMARKS

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
714,104	4/18/1961	AMF
912,787	6/8 /1971	AMF
942,646	9/12/1972	AMF
785,142	2/16/1965	AMF
913,754	6/8/1971	AMF
3,041,394	1/10/2006	AMF (stylized and/or design)
2,286,177	10/12/1999	AMF ALWAYS MEANS FUN
2,013,389	11/5/1996	AMF (and Triangle design) AMF CLASSIC (with Pinsplash design)
2,703,766	4/8/2003	AMF PINSPOTTER
2,879,988	8/31/2004	AMF THUNDER BOWL
2,924,302	2/1/2005	GIO'S PIZZA (and Design)
3,235,027	4/24/2007	HIGHLAND SERIES AMF LIMITED EDITION (and design)
2,474,248	7/31/2001	SLUGGO'S (and design)
2,195,726	10/13/1998	SPORTSTOP
2,417,920	1/2/2001	XTREME
2,224,594	2/16/1999	

U.S. TRADEMARK APPLICATIONS

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>
78/761,280	11/28/2005	300
78/761,901	11/28/2005	300 Logo (stylized and design)
77/149,702	4/5/2007	BOWL OUT
77/084,782	1/17/2007	STRIKINGLY DIFFERENT

U.S. TRADEMARK LICENSES

1. Trademark License Agreement (11/20/1986). Licensor: AMF Bowling Companies, Inc. Licensee: AMF Incorporated
2. Trademark License Agreement (10/15/1987). Licensor: AMF Bowling Companies, Inc. Licensee: National Sporting Goods Corporation
3. Trademark License Agreement (04/01/1990). Licensor: AMF Bowling, Inc. Licensee: National Sporting Goods Corporation
4. Trademark License Agreement (01/01/1990). Licensor: AMF Bowling, Inc. Licensee: AMF Reece, Inc.

5. Trademark License Agreement (01/01/1990). Licensor: AMF Bowling, Inc. Licensee: AMF Machinery Systems, Inc.
6. Trademark License Agreement (07/21/1993). Licensor: AMF Bowling, Inc. Licensee: Sport Supply Group Inc. (amended 01/01/1999)
7. Trademark License Agreement (02/16/1996). Licensor: AMF Bowling, Inc. Licensee: AMF Reece, Inc.
8. Trademark License Agreement (as amended) (02/16/1996). Licensor: AMF Bowling, Inc. Licensee: Ben Hogan Company
9. Trademark License Agreement (02/16/1996). Licensor: AMF Bowling, Inc. Licensee: AMF Machinery Systems, Inc.
10. Trademark License Agreement (12/09/1987). Licensor: AMF Incorporated Licensee: Industrias AMF, S.A. DE C.V. (amended 12/13/1989)
11. Trademark License Agreement (01/01/1997). Licensor: AMF Bowling Worldwide, Inc. Licensee: AMF Bowling Centers, Inc.
12. Trademark License Agreement (01/01/1997). Licensor: AMF Bowling Worldwide, Inc. Licensee: AMF Bowling Centers International Inc.
13. Trademark License Agreement (01/01/1997). Licensor: AMF Bowling Worldwide, Inc. Licensee: Boliches AMF y Compania
14. Trademark License Agreement (01/01/1997). Licensor: AMF Bowling Worldwide, Inc. Licensee: AMF Bowling France SNC
15. Trademark License Agreement (01/01/1997). Licensor: AMF Bowling Worldwide, Inc. Licensee: AMF Bowling de Lyon La Part Dieu SNC
16. Trademark License Agreement (01/01/1997). Licensor: AMF Bowling Worldwide, Inc. Licensee: Societe Anonyme du Bowling de Montparnasse
17. License Agreement (03/01/2005). Licensor: AMF Bowling Products, Inc. Licensee: Century Leisures
18. Trade Mark License Agreement (09/30/2004). Licensor: AMF Bowling Worldwide, Inc. Licensee: AMF Bowling UK Limited
19. Trade Mark License Agreement (12/14/2004). Licensor: AMF Bowling Worldwide, Inc. Licensee: Bowling Centres Australia Pty Limited
20. Trademark License Agreement (06/07/2005). Licensor: AMF Bowling Worldwide, Inc. Licensee: AMF Billiards & Games, LLC
21. Trademark Agreement (06/13/2005). Licensor: AMF Bowling Worldwide, Inc. Licensee: QubicaAMF Worldwide, S.a.R.L.; QubicaAMF Worldwide, LLC; QubicaAMF Europe S.p.A.

[Signature Page – Second Lien Assignment of Security Interest in Patents/Trademarks]

22. Trademark License Contained in Distributor Agreement (12/25/2006). Licensor: QubicaAMF Worldwide, S.a.R.L.; QubicaAMF Worldwide, LLC; QubicaAMF Europe S.p.A. Licensee: Daifuku Co., Ltd.

[Signature Page – Second Lien Assignment of Security Interest in Patents/Trademarks]