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OPEN ENVELOPE

To the Director of the U. S. Patent and Trademark Office, the attached documents or the new address(es) below.

1. Name of conveying party(ies):

AMF Billiards & Games, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Missouri
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 14, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Comerica Bank

Internal _____

Address: Mail Code 5706

Street Address: 500 Woodward Avenue

City: Detroit

State: Michigan

Country: USA

Zip: 48226

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Michigan

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)

2,185,698

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

RENAISSANCE

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael A. Marrero

Internal Address: Ulmer & Berne LLP

Suite 2800

Street Address: 600 Vine Street

City: Cincinnati

State: Ohio

Zip: 45202-2409

Phone Number: 513-698-5078

Fax Number: 513-698-5079

Email Address: mmarrero@ulmer.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-1884004 2185698

Authorized User Name _____ 48 00 00

9. Signature:

Michael A. Marrero
Signature

May 9, 2008

Date

Michael A. Marrero
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

VOLUNTARY SURRENDER OF POSSESSION OF ASSETS

This voluntary surrender of possession of assets is made as of August 14, 2007, by AMF Billiards & Games, Inc. f/k/a Billiards Acquisitions, Inc. ("Borrower"), a Missouri corporation, whose address is 106 Lyford Street, Bland, Missouri 65014, to Comerica Bank ("Bank"), whose address is One Detroit Center, 500 Woodward Avenue, Mail Code 5706, Detroit, Michigan 48226.

RECITALS

A. Borrower is indebted to Bank under various documents, instruments and agreements executed in connection with the financing arrangements from Bank to Borrower (collectively, the "Loan Documents"). The Loan Documents include a Security Agreement (All Assets) and a Security Agreement (Patent and Trademark) both dated December 5, 2005 by Borrower to Bank covering Borrower's inventory, equipment, accounts, instruments, documents, chattel paper, general intangibles, patents and trademarks among other collateral ("Collateral").

B. All amounts owed to Bank under the Loan Documents are defined as the "Indebtedness".

C. The Bank perfected its security interests under the security agreements by filing Uniform Commercial Code financing statements, among other places, in the office of the Missouri Secretary of State, and by filing with the United States Patent and Trademark Office a Notice of Recordation (18 pages), Reel and Frame No. 003208/0362, Recordation Date 12/12/2005.

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D. Borrower has defaulted under the terms and condition of the Loan Documents, without limitation, by the failure of Borrower to pay the principal and accrued interest evidenced by the Loan Documents as required.

E. The Bank has advised the Borrower that the Indebtedness consists of principal in the amount of \$3,450,448.99 as of August 13, 2007, plus accrued and unpaid interest, costs, fees and expenses.

Borrower and Bank agree as follows:

1. Borrower acknowledges the Indebtedness as set out in the Loan Documents, the amount of the Indebtedness as stated above and the existence of the default.

2. Future administration of the Indebtedness and the financing arrangements among Bank and Borrower shall continue to be governed by the covenants, terms and conditions of the Loan Documents, which are incorporated by this reference, except to the extent that the Loan Documents have been superseded, amended, modified or supplemented by this Agreement or are inconsistent with this Agreement, then this Agreement shall govern.

3. Borrower voluntarily surrenders to Bank possession of, and all of its right, title and interest in all Collateral ("Surrendered Collateral") in order that the Bank can conduct sales of that Surrendered Collateral under the Uniform Commercial Code ("UCC"). The Surrendered Collateral includes without limitation the following trademarks ("Marks"), to the extent described in the Loan Documents.

- RENAISSANCE (U.S. Registration No. 2,185,698)
- ADVANTAGE (U.S. Registration No. 1,993,923)
- GRAND PRIX (U.S. Registration No. 1,993,922)

- CLAYTON SERIES (unregistered)
- Chinese trademark Registration No. 803423

With respect to such Marks, Borrower, as assignor, hereby assigns and transfers to Bank as secured party and assignee, all right, title and interest in and to the Marks, including, without limitation: (a) all goodwill associated with the Marks; (b) all trademark and service mark registrations, and pending applications for registration, of the Marks and any renewals thereof; (c) the right to sue or otherwise recover for any and all past, present and future infringements of the Marks; (d) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to the Marks; and (e) any and all other rights, whether statutory or common law, corresponding thereto and all other rights of any kind whatsoever accruing thereunder, together in each case with the goodwill symbolized by the Marks. Such assignment and transfer of the Marks as described above to Bank does not reduce the Indebtedness; the Indebtedness will only be reduced by the amount of the net proceeds received by Bank from the disposition of the Marks by Bank.

4. Borrower agrees that private sale by Bank as secured party is a commercially reasonable (as defined by the UCC) method of selling the Surrendered Collateral.

5. Borrower waives notice of any sales, public or private, or other disposition of the Surrendered Collateral and waives any and all objections to the commercial reasonableness of such sales.

6. Borrower waives all rights to redeem the Surrendered Collateral.

7. Borrower acknowledges that this voluntary surrender is without prejudice to the Bank's rights to foreclose or otherwise exercise Bank's rights under the Loan Documents with regard to other collateral or property pledged or mortgaged by Borrower, or to seek a deficiency

from Borrower. Nothing in this Agreement shall be deemed to be a waiver of, or shall waive, any defaults existing as of this date, including the defaults specified in this Agreement or any other defaults, whether existing or hereafter arising, or any of Bank's rights and remedies under this Agreement or any other Loan Document or those granted by applicable law, all of which rights and remedies are preserved and remain in full force and effect. Except as expressly modified and amended by the terms of this Agreement, all of the terms and conditions of the Loan Documents and any documents and instruments executed in connection therewith or referenced therein remain in full force and effect and are hereby ratified, confirmed and approved. Any and all warranties and representations set forth in the Loan Documents are restated effective as of the date hereof. If there is an express conflict between the terms of this Agreement and the terms of the other Loan Documents, the terms of this Agreement shall govern and control.

8. Borrower acknowledges that it has been given the opportunity to consult with counsel before executing this Agreement.

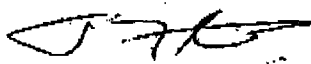
9. **BORROWER RELEASES THE BANK FROM ALL CLAIMS AND DAMAGES, WHETHER KNOWN OR UNKNOWN, WHETHER FOR INJURY OR DAMAGE TO PERSON OR TO PROPERTY, INCLUDING ANY CLAIMS FOR EQUITABLE RELIEF, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY SALE OR DISPOSITION OF THE SURRENDERED COLLATERAL.**

10. **THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO A TRIAL BY JURY IS AN IMPORTANT CONSTITUTIONAL RIGHT BUT THAT IT MAY BE WAIVED. BANK AND BORROWER EACH KNOWINGLY WAIVE ALL RIGHTS TO**

A TRIAL BY JURY OF ALL DISPUTES OF ANY NATURE ARISING BETWEEN THEM, INCLUDING WITHOUT LIMITATION DISPUTES ARISING OR IN CONNECTION WITH THIS AGREEMENT.

11. This Agreement represents the full and final agreement of the parties with respect to the subject transaction. It may not be amended except by writing signed by all parties. This Agreement shall be governed by the laws of the State of Michigan.

AMF BILLIARDS & GAMES, INC.
f/k/a BILLIARDS ACQUISITION INC.



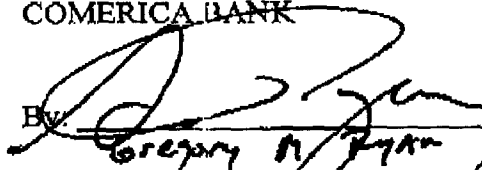
By: Barry Shapiro

Director

Dated: August __, 2007

Possession of the Surrendered Collateral is accepted on the terms and conditions set forth above.

COMERICA BANK

By: 
Its: Assistant Vice President

Dated: August 14, 2007