

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment Number One to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lucky Strike Entertainment, L.L.C.		06/09/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Ableco Finance LLC
Street Address:	299 Park Avenue
Internal Address:	23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77186740	LUCKY STRIKE LUXE
Serial Number:	77161535	SMASH PIN
Serial Number:	77161536	PIN SMASH
Serial Number:	77161541	MZ. PIN
Serial Number:	77161697	MS. SASSY PIN

CORRESPONDENCE DATA

Fax Number: (213)996-3123
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2136836123
Email: bethanyware@paulhastings.com
Correspondent Name: Bethany Ware
Address Line 1: 515 SOUTH FLOWER STREET
Address Line 2: 25th FLOOR
Address Line 4: LOS ANGELES, CALIFORNIA 91604

CH \$140.00 77186740

ATTORNEY DOCKET NUMBER:	45140.00166
NAME OF SUBMITTER:	Bethany L. Ware
Signature:	/Bethany L. Ware/
Date:	06/09/2008
Total Attachments: 4 source=Ableco-Lucky - Amendment to TSA#page1.tif source=Ableco-Lucky - Amendment to TSA#page2.tif source=Ableco-Lucky - Amendment to TSA#page3.tif source=Ableco-Lucky - Amendment to TSA#page4.tif	

AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT, dated as of June 9, 2008 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, effective as of December 31, 2006 (the "Trademark Security Agreement"), among the Grantors listed on the signature pages thereof (collectively, jointly and severally, "Grantors" and each individually "Grantor") and ABLECO FINANCE LLC, a Delaware limited liability company ("Ableco"), in its capacity as collateral agent for the Lender Group (together with its successors, if any, in such capacity, "Collateral Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Grantors and Collateral Agent wish to amend the Trademark Security Agreement by adding Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantors and Collateral Agent hereby agree that the Trademarks listed on Schedule I attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

2. Grantors hereby: (a) reaffirm all prior grants of security interests in favor of Collateral Agent in all of Grantors' right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grant, assign, transfer, and convey to Collateral Agent continuing security interests in all of Grantors' right, title, and interest in, to, and under the Trademarks identified on Schedule I attached hereto; and (c) agree that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. This Amendment is a Loan Document.

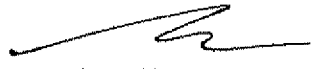
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

**LUCKY STRIKE ENTERTAINMENT,
L.L.C.,**

a Delaware limited liability company

By: 
Name: Steven Foster
Title: Manager

COLLATERAL AGENT:

ABLECO FINANCE LLC,
a Delaware limited liability company

By: _____
Name:
Title:

[SIGNATURE PAGE TO AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 003792 FRAME: 0479**

GRANTORS:

**LUCKY STRIKE ENTERTAINMENT,
L.L.C.,**

a Delaware limited liability company

By: _____
Name:
Title:

COLLATERAL AGENT:

ABLECO FINANCE LLC
a Delaware limited liability company

By: _____
Name: *Daniel Wolf*
Title: *President*

SCHEDULE I

to

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial Number</u>
Lucky Strike Luxe	U.S.	77186740
Smash Pin	U.S.	77161535
Pin Smash	U.S.	77161536
Mz. Pin	U.S.	77161541
Ms. Sassy Pin	U.S.	77161697