

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
Strike Holdings LLC		08/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	Medley Capital Corporation
Street Address:	375 Park Avenue
Internal Address:	Suite 3304
City:	New York
State/Country:	NEW YORK
Postal Code:	10152
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15		
Property Type	Number	Word Mark
Registration Number:	3579942	BOWLMOR
Registration Number:	2797781	BOWLMOR LANES
Registration Number:	2797780	BOWLMOR LANES
Registration Number:	2914654	NIGHT STRIKE
Registration Number:	2795000	P PRESSURE
Registration Number:	2795001	PRESSURE
Registration Number:	3235905	SOPHISTICATED WHIMSY
Registration Number:	2862630	STRIKE
Registration Number:	2862629	STRIKE BETHESDA
Registration Number:	3625953	STRIKE CUPERTINO
Registration Number:	3028986	STRIKE MIAMI
Registration Number:	3625974	STRIKE ORANGE COUNTY
Registration Number:	4139577	THE GREAT AMERICAN BOWLING ALLEY

OP \$390.00 3579942

Registration Number:	4154210	BOWLMOR LANES
Registration Number:	4146619	SHOULDN'T YOU BOWLMOR?

CORRESPONDENCE DATA

Fax Number: 6094521147
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 609.951.4108
 Email: tooleyr@pepperlaw.com
 Correspondent Name: Ryan R. Tooley
 Address Line 1: 301 Carnegie Center
 Address Line 2: Suite 400
 Address Line 4: Princeton, NEW JERSEY 08543-5276

NAME OF SUBMITTER:	Ryan Tooley
Signature:	/rt/
Date:	09/04/2012

Total Attachments: 13
 source=MEDLEY BOWLMOR signed SA#page1.tif
 source=MEDLEY BOWLMOR signed SA#page2.tif
 source=MEDLEY BOWLMOR signed SA#page3.tif
 source=MEDLEY BOWLMOR signed SA#page4.tif
 source=MEDLEY BOWLMOR signed SA#page5.tif
 source=MEDLEY BOWLMOR signed SA#page6.tif
 source=MEDLEY BOWLMOR signed SA#page7.tif
 source=MEDLEY BOWLMOR signed SA#page8.tif
 source=MEDLEY BOWLMOR signed SA#page9.tif
 source=MEDLEY BOWLMOR signed SA#page10.tif
 source=MEDLEY BOWLMOR signed SA#page11.tif
 source=MEDLEY BOWLMOR signed SA#page12.tif
 source=MEDLEY BOWLMOR signed SA#page13.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated August 31, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of MEDLEY CAPITAL CORPORATION, as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, STRIKE HOLDINGS LLC, a Delaware limited liability company, has entered into a Third Amended and Restated Credit Agreement dated as of August 31, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with MEDLEY CAPITAL CORPORATION, as Administrative Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the amendment and restatement of the Credit Agreement and the making of Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Second Amended and Restated Security Agreement dated August 31, 2012 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

(i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

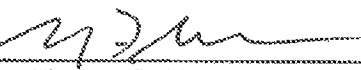
Address for all notices to all Grantors:

STRIKE HOLDINGS LLC

Strike Holdings LLC
222 W 44th Street
New York, NY 10036

By: THE COBALT GROUP, LLC,
Its Managing Member

Attention: Chief Executive Officer
Telephone: (212) 777-2214
Electronic Mail:
tshannon@bowimor.com;
bparker@bowimor.com

By: 
Name: Thomas F. Shannon
Title: Managing Member

STRIKE CONSULTING, LLC

By: STRIKE HOLDINGS LLC,
As Sole Member of each of the above

By: THE COBALT GROUP, LLC,
Its Managing Member

By: 
Name: Thomas F. Shannon
Title: Managing Member

SCHEDULE A

None.

SCHEDULE B






Grantor: Strike Holdings LLC - Trademarks				
TRADEMARK	COUNTRY	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
BOWLMOR (Stylized) 	USA	77/523,135	3,579,942	02/24/2009
BOWLMOR LANES (Stylized) 	USA	78/210,226	2,797,781	12/23/2003
BOWLMOR LANES	USA	78/210,218	2,797,780	12/23/2003
NIGHT STRIKE	USA	78/334,951	2,914,654	12/28/2004
P PRESSURE (Stylized) 	USA	78/210,319	2,795,000	12/16/2003
PRESSURE	USA	78/210,322	2,795,001	12/16/2003
SOPHISTICATED WHIMSY	USA	78/592,040	3,235,905	05/01/2007
STRIKE (and design)	USA	78/210,309	2,862,630	07/13/2004

SCHEDULE B - 1

#16630721 v2





TRADEMARK
REEL: 004855 FRAME: 0032

Grantor: Strike Holdings LLC - Trademarks

TRADEMARK	COUNTRY	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
				
STRIKE BETHESDA (and design) 	USA	78/210,304	2,862,629	07/13/2004
STRIKE CUPERTINO (and design) 	USA	77/523,137	3,625,953	05/26/2009
STRIKE MIAMI (and design) 	USA	78/536,636	3,028,986	12/13/2005
STRIKE ORANGE COUNTY (and design) 	USA	77/527,960	3,625,974	05/26/2009

SCHEDULE B - 2

Grantor: Strike Holdings LLC - Trademarks




TRADEMARK	COUNTRY	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
THE GREAT AMERICAN BOWLING ALLEY	USA	77/968,731	4,139,577	05/08/2012
BOWLMOR LANES (and design) 	USA	85/482,606	4,154,210	06/05/2012
BOWLMOR LANES (and design) 	Argentina	3156768 (Cl. 25)	NA	NA
BOWLMOR LANES (and design) 	Argentina	3156769 (Cl. 41)	NA	NA
BOWLMOR LANES (and design) 	Argentina	3156770 (Cl. 43)	NA	NA
BOWLMOR LANES (and design)	Canada	1561141	NA	NA

SCHEDULE B - 3





#16630721 v2

**TRADEMARK
REEL: 004855 FRAME: 0034**






Grantor: Strike Holdings LLC - Trademarks

TRADEMARK	COUNTRY	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
				
BOWLMOR LANES (and design) 	Chile	994965 (Cls. 41 and 43)	NA	NA
BOWLMOR LANES (and design) 	Chile	994966 (Cl. 25)	NA	NA

Grantor: Strike Holdings LLC - Trademarks





TRADEMARK	COUNTRY	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
BOWLMOR LANES (and design) 	CHINA	10485120 (Cl. 25)	NA	NA
BOWLMOR LANES (and design) 	CHINA	10485119 (Cl. 41)	NA	NA
BOWLMOR LANES (and design) 	CHINA	10485118 (Cl. 43)	NA	NA
BOWLMOR LANES (and design) 	EU	10600153	10600153	06/01/2012
BOWLMOR LANES (and design)	India	2277599	NA	NA

Grantor: Strike Holdings LLC - Trademarks


TRADEMARK	COUNTRY	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
				
BOWLMOR LANES (and design) 	Mexico	1247704 (Cl. 25)	NA	NA
BOWLMOR LANES (and design) 	Mexico	1247705 (Cl. 25)	NA	NA
BOWLMOR LANES (and design) 	Mexico	1247706 (Cl. 43)	NA	NA
BOWLMOR LANES (and design) 	Panama	212527 (Cl. 25)	NA	NA

SCHEDULE B - 6

Grantor: Strike Holdings LLC - Trademarks

TRADEMARK	COUNTRY	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
BOWLMOR LANES (and design) 	Panama	212529 (Cl. 41)	NA	NA
BOWLMOR LANES (and design) 	Panama	212530 (Cl. 43)	NA	NA
BOWLMOR LANES (and design) 	Russia	2012 703 286	NA	NA
BOWLMOR LANES (and design) 	Singapore	T12/00867G	T1200867G	01/25/2012
SHOULDN'T YOU BOWLMOR?	USA	85/438,167	4,146,619	05/22/2012

Grantor: Strike Consulting, LLC - Trademarks

TRADEMARK	COUNTRY	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
EVENTVISION	USA	78/570,555	3,229,077	04/17/2007
EVENT VISION (and Design) 	USA	78/570,554	3,226,702	04/10/2007
LANEVISION	USA	78/657,325	3,226,773	04/10/2007

SCHEDULE C

<u>Grantor</u>	<u>Title of Work</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Strike Consulting, LLC	EventVision hosted software solution.	TX6161958	02/15/2005