

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
LUCKY STRIKE ENTERTAINMENT, INC.		12/24/2013	CORPORATION: CALIFORNIA
LUCKY STRIKE ENTERTAINMENT, L.L.C.		12/24/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	MEDLEY CAPITAL CORPORATION, as collateral agent
Street Address:	375 Park Avenue, Suite 3304
City:	New York
State/Country:	NEW YORK
Postal Code:	10152
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	0810755	LUCKY STRIKE
Registration Number:	2889860	X
Registration Number:	3060821	LUCKY STRIKE
Registration Number:	3064076	X LUCKY STRIKE LANES
Registration Number:	3215516	STAY OUT OF THE GUTTER
Registration Number:	3454895	MR. PIN
Registration Number:	3551742	LUCKY STRIKE
Registration Number:	3667548	LUCKY STRIKE LANES & LOUNGE
Registration Number:	3785552	LUCKY STRIKE
Registration Number:	3857154	BOWL WITH SOUL
Registration Number:	3887545	STAR LANES
Registration Number:	3891538	FEELING LUCKY

OP \$840.00 0810755

Registration Number:	3917443	LUCKY STRIKE LOUNGE
Registration Number:	3917444	LUCKY STRIKE LOUNGE LANES
Registration Number:	3951092	LUCKY STRIKE LUXE
Registration Number:	3961919	LUCKY STRIKE
Registration Number:	3982398	LUCKY STRIKE
Registration Number:	3995303	FEELING LUCKY
Registration Number:	4095900	LUCKY STRIKE PUB HOUSE BOWL
Registration Number:	4096074	LUCKY STRIKE
Registration Number:	4096075	LUCKY STRIKE LANES
Registration Number:	4285821	LUCKY STRIKE X
Registration Number:	4327206	X
Registration Number:	4327207	X
Registration Number:	4340071	FEELING LUCKY
Registration Number:	4401772	THE POINT
Serial Number:	85046888	FEELING LUCKY
Serial Number:	85671219	PINDROP
Serial Number:	85884620	FEELING LIKEY
Serial Number:	85739891	LUCKY GAMES
Serial Number:	85770903	LUCKY STAR
Serial Number:	85966807	LUCKY STRIKE LIVE
Serial Number:	86006934	LUCKY GIRL LIVE

CORRESPONDENCE DATA

Fax Number: 4122810717
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 412-454-5000
Email: burtnerj@pepperlaw.com
Correspondent Name: Pepper Hamilton LLP
Address Line 1: 500 Grant Street
Address Line 2: Suite 5000
Address Line 4: Pittsburgh, PENNSYLVANIA 15219-2507

ATTORNEY DOCKET NUMBER:	138543.14
NAME OF SUBMITTER:	Joseph T. Helmsen
Signature:	/Joseph T. Helmsen Reg. No. 54163/
Date:	12/24/2013

TRADEMARK

REEL: 005182 FRAME: 0002

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made as of this 24th day of December 2013, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **MEDLEY CAPITAL CORPORATION** ("Medley") in its capacity as collateral agent for the Lender Group (together with its successors and assigns, if any, in such capacity "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Financing Agreement dated as of December 24, 2013 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Financing Agreement"), among **LUCKY STRIKE ENTERTAINMENT, L.L.C.**, a Delaware limited liability company ("Borrower"), **LUCKY STRIKE ENTERTAINMENT, INC.**, a California corporation ("Holdings"), each Subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto, the lenders, from time to time, party thereto (each a "Lender" and collectively, the "Lenders"), the Collateral Agent, and Medley, as administrative agent for the Lenders (in such capacity, together with any successor administrative agent, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Financing Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest (subject to Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

a. all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party, including those referred to on Schedule I hereto;

b. all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

c. all reissues, continuations or extensions of the foregoing;

d. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

e. all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to any Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration as provided in the Security Agreement. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this

Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

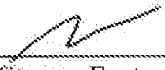
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation,” whether or not so expressly stated in each such instance and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Trademark Security Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Trademark Security Agreement and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. References in this Trademark Security Agreement to “determination” by any Agent include estimates honestly made by such Agent (in the case of quantitative determinations) and beliefs honestly held by such Agent (in the case of qualitative determinations). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest or other Lien granted to the Collateral Agent pursuant to or in connection with this Agreement, the terms of any Loan Document and the exercise of any right or remedy by the Collateral Agent hereunder or thereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement or any Loan Document, the terms of the Intercreditor Agreement shall control.

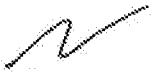
[SIGNATURE PAGE FOLLOWS]

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

GRANTORS: **LUCKY STRIKE ENTERTAINMENT, INC.,**
a California corporation

By: 
Name: Steven Foster
Title: President

LUCKY STRIKE ENTERTAINMENT, L.L.C.,
a Delaware limited liability company

By: 
Name: Steven Foster
Title: Manager

COLLATERAL AGENT:

MEDLEY CAPITAL CORPORATION

By: _____
Name: Richard Allorto
Title: Chief Financial Officer

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

GRANTORS: **LUCKY STRIKE ENTERTAINMENT, INC.,**
a California corporation

By: _____
Name: Steven Foster
Title: President

LUCKY STRIKE ENTERTAINMENT, L.L.C.,
a Delaware limited liability company

By: _____
Name: Steven Foster
Title: Manager

COLLATERAL AGENT:

MEDLEY CAPITAL CORPORATION


By:  _____
Name: Richard Allorto
Title: Chief Financial Officer

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

Grantor	Mark	Country	Application/ Registration No./ Series No.	App/Reg Date
Lucky Strike Entertainment, LLC	LUCKY STRIKE	U.S.	Registration No. 810,755	July 5, 1966
Lucky Strike Entertainment, LLC		U.S.	Registration No. 2,889,860	September 28, 2004
Lucky Strike Entertainment, LLC	LUCKY STRIKE	U.S.	Registration No. 3,060,821	February 21, 2006
Lucky Strike Entertainment, LLC		U.S.	Registration No. 3,064,076	February 28, 2006
Lucky Strike Entertainment, LLC	STAY OUT OF THE GUTTER	U.S.	Registration No. 3,215,516	March 6, 2007
Lucky Strike Entertainment, LLC	MR. PIN	U.S.	Registration No. 3,454,895	June 24, 2008
Lucky Strike Entertainment, LLC	LUCKY STRIKE	U.S.	Registration No. 3,551,742	December 23, 2008
Lucky Strike Entertainment, LLC	LUCKY STRIKE LANES & LOUNGE	U.S.	Registration No. 3,667,548	August 11, 2009
Lucky Strike Entertainment, LLC	LUCKY STRIKE	U.S.	Registration No. 3,785,552	May 4, 2010

Grantor	Mark	Country	Application/ Registration No./ Series No.	App/Reg Date
Lucky Strike Entertainment, LLC	BOWL WITH SOUL	U.S.	Registration No. 3,857,154	October 5, 2010
Lucky Strike Entertainment, LLC	STAR LANES	U.S.	Registration No. 3,887,545	December 7, 2010
Lucky Strike Entertainment, LLC	FEELING LUCKY	U.S.	Registration No. 3,891,538	December 14, 2010
Lucky Strike Entertainment, LLC	LUCKY STRIKE LOUNGE	U.S.	Registration No. 3,917,443	February 8, 2011
Lucky Strike Entertainment, LLC	LUCKY STRIKE LOUNGE LANES	U.S.	Registration No. 3,917,444	February 8, 2011
Lucky Strike Entertainment, LLC	LUCKY STRIKE LUXE	U.S.	Registration No. 3,951,092	April 26, 2011
Lucky Strike Entertainment, LLC	LUCKY STRIKE	U.S.	Registration No. 3,961,919	May 17, 2011
Lucky Strike Entertainment, LLC	LUCKY STRIKE	U.S.	Registration No. 3,982,398	June 21, 2011
Lucky Strike Entertainment, LLC	FEELING LUCKY	U.S.	Registration No. 3,995,303	July 12, 2011
Lucky Strike Entertainment, LLC	LUCKY STRIKE PUB HOUSE BOWL	U.S.	Registration No. 4,095,900	February 7, 2012
Lucky Strike Entertainment, LLC	LUCKY STRIKE	U.S.	Registration No. 4,096,074	February 7, 2012
Lucky Strike Entertainment, LLC	LUCKY STRIKE LANES	U.S.	Registration No. 4,096,075	February 7, 2012

Grantor	Mark	Country	Application/ Registration No./ Series No.	App/Reg Date
Lucky Strike Entertainment, LLC		U.S.	Registration No. 4,285,821	February 5, 2013
Lucky Strike Entertainment, LLC		U.S.	Registration No. 4,327,206	April 30, 2013
Lucky Strike Entertainment, LLC		U.S.	Registration No. 4,327,207	April 30, 2013
Lucky Strike Entertainment, LLC	FEELING LUCKY	U.S.	Registration No. 4,340,071	May 21, 2013
Lucky Strike Entertainment, LLC	THE POINT	U.S.	Registration No. 4,401,772	September 10, 2013
Lucky Strike Entertainment, LLC	FEELING LUCKY	U.S.	Application No. 85/046,888 (ITU)	May 25, 2010
Lucky Strike Entertainment, LLC	PINDROP	U.S.	Application No. 85/671,219 (ITU)	July 8, 2012
Lucky Strike Entertainment, LLC	FEELING LIKEY	U.S.	Application No. 85/884,620 (ITU)	March 23, 2013
Lucky Strike Entertainment, LLC	LUCKY GAMES	U.S.	Application No. 85/739,891 (ITU)	September 27, 2012
Lucky Strike Entertainment, LLC	LUCKY STAR	U.S.	Application No. 85/770,903 (ITU)	November 3, 2012
Lucky Strike Entertainment, LLC	LUCKY STRIKE LIVE	U.S.	Application No. 85/966,807 (ITU)	June 21, 2013
Lucky Strike	LUCKY GIRL LIVE	U.S.	Application No.	July 10, 2013

Grantor	Mark	Country	Application/ Registration No./ Series No.	App/Reg Date
Entertainment, LLC			86/006,934 (ITU)	
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Bahrain	Registration No. 67,223	June 18, 2008
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Bahrain	Registration No. 67,227	June 18, 2009
Lucky Strike Entertainment, LLC	LUCKY STRIKE LANES	Canada	Registration No. TMA617,050	August 19, 2004
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Canada	Registration No. TMA748,228	September 21, 2009
Lucky Strike Entertainment, LLC	LUCKY STRIKE	China	Registration No. 5,149,371	December 28, 2009
Lucky Strike Entertainment, LLC	LUCKY STRIKE	China	Registration No. 5,149,379	August 28, 2009
Lucky Strike Entertainment, LLC	LUCKY STRIKE GAMES	China	Registration No. 6,733,901	September 14, 2010
Lucky Strike Entertainment, LLC	LUCKY STRIKE GAMES	China	Registration No. 6,733,902	March 28, 2010
Lucky Strike Entertainment, LLC	LUCKY STRIKE GAMES	China	Registration No. 6,733,903	July 28, 2010
Lucky Strike Entertainment, LLC	LUCKY STRIKE	European Community	Registration No. 4,877,569	January 12, 2007
Lucky Strike Entertainment, LLC	LUCKY STRIKE GAMES	European Community	Registration No. 6,891,022	January 16, 2009
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Hong Kong	Application No. 302,353,527	August 23, 2012

Grantor	Mark	Country	Application/ Registration No./ Series No.	App/Reg Date
Lucky Strike Entertainment, LLC	LUCKY STRIKE	India	Registration No. 755,804	September 25, 2008
Lucky Strike Entertainment, LLC	LUCKY STRIKE GAMES	India	Registration No. 927,008	February 7, 2011
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Japan	Registration No. 5,233,558	May 22, 2009
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Jordan	Registration No. 101,470	May 4, 2009
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Kuwait	Registration No. 80,775	November 22, 2010
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Kuwait	Registration No. 80,776	November 22, 2010
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Mexico	Registration No. 921,526	February 24, 2006
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Qatar	Registration No. 52,663	April 8, 2009
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Qatar	Registration No. 52,664	April 8, 2009
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Saudi Arabia	Registration No. 1083/55	July 6, 2009
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Saudi Arabia	Registration No. 1083/77	July 7, 2009
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Singapore	Registration No. T0806371E	September 19, 2008
Lucky Strike Entertainment, LLC	LUCKY STRIKE	South Korea	Application No. 41-2013-0001380	January 14, 2013

Grantor	Mark	Country	Application/ Registration No./ Series No.	App/Reg Date
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Taiwan	Registration No. 1,370,996	July 16, 2009
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Thailand	Application No. 858,816	August 20, 2012
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Thailand	Application No. 858,817	August 20, 2012
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Turkey	Registration No. 2008-30272	May 18, 2010
Lucky Strike Entertainment, LLC	LUCKY STRIKE	United Arab Emirates	Registration No. 129,507	January 24, 2011
Lucky Strike Entertainment, LLC	LUCKY STRIKE	United Arab Emirates	Registration No. 129,508	January 24, 2011
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Yemen	Registration No. 37,189	January 9, 2010
Lucky Strike Entertainment, LLC	LUCKY STRIKE	Yemen	Registration No. 37,190	January 9, 2010