

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395249

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lucky Strike Entertainment, L.L.C., as Grantor		08/15/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	DBD Credit Funding LLC, as Collateral Agent
Street Address:	1345 Avenue of the Americas, 46th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10105
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	0810755	LUCKY STRIKE
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:	3785552	LUCKY STRIKE
Registration Number:	3887545	STAR LANES
Registration Number:	3891538	FEELING LUCKY
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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4327206	X
Registration Number:	4327207	X
Registration Number:	4340071	FEELING LUCKY
Registration Number:	4401772	THE POINT
Registration Number:	4462959	FEELING LUCKY
Registration Number:	4606709	LUCKY STRIKE LIVE
Registration Number:	4606863	LUCKY GIRL LIVE
Registration Number:	4666592	X
Registration Number:	4819725	FTW
Serial Number:	86469821	FTW
Serial Number:	86469827	FOR THE WIN
Serial Number:	86479755	THE W.I.N.

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: erobinson@hunton.com

Correspondent Name: Erika Robinson

Address Line 1: 600 Peachtree St NE Suite 4100

Address Line 2: c/o Hunton & Williams LLP

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER: Erika Robinson

SIGNATURE: /ErikaRobinson/

DATE SIGNED: 08/16/2016

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 15, 2016 (this “**Agreement**”), is made and entered into by and between **LUCKY STRIKE ENTERTAINMENT, L.L.C.**, a Delaware limited liability company (“**Grantor**”), to and for the benefit of **DBD CREDIT FUNDING LLC** (“**Fortress**”), as Collateral Agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

RECITALS:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or the Pledge and Security Agreement, as applicable), by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and Fortress, as Administrative Agent and Collateral Agent; and

WHEREAS, the Lenders are willing to make the Loans subject to and upon the terms and conditions set forth in the Credit Agreement and the other Credit Documents, including, without limitation, Grantor’s execution and delivery of this Agreement to Collateral Agent, for the benefit of the Secured Parties.

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

1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of the Secured Parties, a continuing First Priority security interest in all of 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 Licenses to which it is a party, including, without limitation, those referred to on Schedule 1 hereto; (b) all renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the other Secured Parties, pursuant to the Pledge and Security Agreement. 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 Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Authorization to Supplement. Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule 1 hereto to include any future United States registered Trademarks or applications therefor of Grantor, which become Trademarks or Trademark Licenses under the Pledge and Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 hereto.

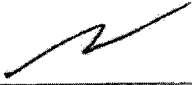
4. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

5. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

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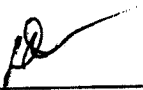
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

LUCKY STRIKE ENTERTAINMENT, L.L.C.


By: 
Name: Steven Foster
Title: Manager





**ACCEPTED AND ACKNOWLEDGED BY
COLLATERAL AGENT:**

DBD CREDIT FUNDING LLC

By: 
Name: David Prael
Title: Chief Financial Officer

SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS			
<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
LUCKY STRIKE	USA	810,755	07/05/1966
LUCKY STRIKE	USA	3,060,821	02/21/2006
	USA	3,064,076	02/28/2006
STAY OUT OF THE GUTTER	USA	3,215,516	03/06/2007
MR. PIN	USA	3,454,895	06/24/2008
LUCKY STRIKE	USA	3,551,742	12/23/2008
LUCKY STRIKE	USA	3,785,552	05/04/2010
STAR LANES	USA	3,887,545	12/07/2010
FEELING LUCKY	USA	3,891,538	12/14/2010
LUCKY STRIKE LOUNGE	USA	3,917,443	02/08/2011
LUCKY STRIKE LOUNGE LANES	USA	3,917,444	02/08/2011
LUCKY STRIKE LUXE	USA	3,951,092	04/26/2011
LUCKY STRIKE	USA	3,961,919	05/17/2011
LUCKY STRIKE	USA	3,982,398	06/21/2011
FEELING LUCKY	USA	3,995,303	07/12/2011

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
LUCKY STRIKE PUB HOUSE BOWL	USA	4,095,900	02/07/2012
LUCKY STRIKE	USA	4,096,074	02/07/2012
LUCKY STRIKE LANES	USA	4,096,075	02/07/2012
	USA	4,285,821	02/05/2013
	USA	4,327,206	04/30/2013
	USA	4,327,207	04/30/2013
FEELING LUCKY	USA	4,340,071	05/21/2013
THE POINT	USA	4,401,772	09/10/2013
FEELING LUCKY	USA	4,462,959	01/07/2014
LUCKY STRIKE LIVE	USA	4,606,709	09/16/2014
LUCKY GIRL LIVE	USA	4,606,863	09/16/2014
	USA	4,666,592	01/06/2015
LUCKY STRIKE	Bahrain	67,223	06/18/2008
LUCKY STRIKE	Bahrain	67,227	06/18/2009
LUCKY STRIKE LANES	Canada	TMA617,050	08/19/2004
LUCKY STRIKE	Canada	TMA748,228	09/21/2009

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
LUCKY STRIKE	China	5,149,371	12/28/2009
LUCKY STRIKE	China	5,149,379	08/28/2009
LUCKY STRIKE GAMES	China	6733901	09/14/2010
LUCKY STRIKE GAMES	China	6733902	03/28/2010
LUCKY STRIKE GAMES	China	6733903	07/28/2010
LUCKY STRIKE	European Community	4877569	01/12/2007
LUCKY STRIKE GAMES	European Community	6891022	01/16/2009
LUCKY STRIKE	India	755,804	09/25/2008
LUCKY STRIKE GAMES	India	927,008	02/07/2011
LUCKY STRIKE	Japan	5233558	05/22/2009
LUCKY STRIKE	Jordan	101,470	05/04/2009
LUCKY STRIKE	Kuwait	80,775	11/22/2010
LUCKY STRIKE	Kuwait	80,776	11/22/2010
LUCKY STRIKE	Mexico	921526	02/24/2006
LUCKY STRIKE	Qatar	52,663	04/08/2009
LUCKY STRIKE	Qatar	52,664	04/08/2009
LUCKY STRIKE	Saudi Arabia	1083/55	07/06/2009
LUCKY STRIKE	Saudi Arabia	1083/77	07/07/2009
LUCKY STRIKE	Singapore	T0806371E	09/19/2008
LUCKY STRIKE	South Korea	41-0280841	02/20/2014

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
LUCKY STRIKE	Taiwan	01370996	07/16/2009
LUCKY STRIKE	Thailand	858,817	08/20/2012
LUCKY STRIKE	Turkey	2008-30272	05/22/2008
LUCKY STRIKE	United Arab Emirates	129507	01/24/2011
LUCKY STRIKE	United Arab Emirates	129508	01/24/2011
LUCKY STRIKE	Yemen	37,189	01/09/2010
LUCKY STRIKE	Yemen	37,190	01/09/2010
FTW	United States	4,819,725	09/22/2015

TRADEMARK APPLICATIONS			
<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Application Date</u>
FTW	United States	86/469,821	12/03/2014
FOR THE WIN	United States	86/469,827	12/03/2014
THE W.I.N.	United States	86/479,755	12/13/2014

TRADEMARK LICENSES		
<u>Title of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
N/A		