

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399576

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMF BOWLING WORLDWIDE, INC.		09/19/2016	Corporation: DELAWARE
STRIKE HOLDINGS LLC		09/19/2016	Limited Liability Company: DELAWARE
LEISERV, LLC		09/19/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	785142	AMF
Registration Number:	714104	AMF
Registration Number:	912787	AMF
Registration Number:	942646	AMF
Registration Number:	913754	AMF
Registration Number:	2286177	AMF ALWAYS MEANS FUN
Registration Number:	3041394	AMF
Registration Number:	2013389	AMF
Registration Number:	3907307	AMF
Registration Number:	2703766	AMF
Registration Number:	4576240	AMF GENUINE PARTS
Registration Number:	4459812	AMF KIDS FEST
Registration Number:	2879988	AMF PINSPOTTER
Registration Number:	4233982	AMF SUMMER PASS

OP \$1265.00 785142

Property Type	Number	Word Mark
Registration Number:	4234047	AMF SUMMER UNPLUGGED TURN OFF THE TV. TU
Registration Number:	2924302	AMF THUNDER BOWL
Registration Number:	3502402	BOWL OUT
Registration Number:	3235027	GIO'S PIZZA
Registration Number:	2195726	SLUGGO'S
Registration Number:	4343680	STAY & PLAY
Registration Number:	3399150	STRIKINGLY DIFFERENT
Registration Number:	2224594	XTREME
Registration Number:	4708854	BOWLERO
Registration Number:	4462437	BOWLERO
Registration Number:	1568877	
Registration Number:	4653874	PINNY'S
Registration Number:	4682660	TOMMY TEN PIN
Serial Number:	86415761	PINSIDERS
Serial Number:	86893031	REBOOT
Serial Number:	86910108	BALLIN'
Serial Number:	86943963	AMF
Registration Number:	4154210	BOWLMOR LANES
Registration Number:	4146619	SHOULDN'T YOU BOWLMOR?
Registration Number:	3028986	STRIKE MIAMI
Registration Number:	2914654	NIGHT STRIKE
Registration Number:	2912702	BECAUSE PRESSURE CHANGES EVERYTHING
Registration Number:	2862630	STRIKE
Registration Number:	2862629	STRIKE BETHESDA
Registration Number:	2797781	BOWLMOR LANES
Registration Number:	2797780	BOWLMOR LANES
Registration Number:	4139577	THE GREAT AMERICAN BOWLING ALLEY
Registration Number:	3625974	STRIKE ORANGE COUNTY
Registration Number:	3625953	STRIKE CUPERTINO
Registration Number:	3579942	BOWLMOR
Registration Number:	3893623	STUDENT BALL PASS
Registration Number:	4210782	STRIKERZ BAR & GRILL
Registration Number:	4122754	MOONLIGHT MADNESS
Registration Number:	2346910	U.S. PLAY
Registration Number:	4664407	TAVERN '45
Registration Number:	4739887	URBAN MISSION

CORRESPONDENCE DATA

Fax Number: 8668265420

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.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	crs1-41383
--------------------------------	------------

NAME OF SUBMITTER:	Penelope J.A. Agodoa
---------------------------	----------------------

SIGNATURE:	/pja/
-------------------	-------

DATE SIGNED:	09/22/2016
---------------------	------------

Total Attachments: 10

source=41383#page1.tif
source=41383#page2.tif
source=41383#page3.tif
source=41383#page4.tif
source=41383#page5.tif
source=41383#page6.tif
source=41383#page7.tif
source=41383#page8.tif
source=41383#page9.tif
source=41383#page10.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of September 19, 2016 (this “**Agreement**”), between AMF BOWLING WORLDWIDE, INC., a Delaware corporation, STRIKE HOLDINGS LLC, a Delaware limited liability company, and LEISERV, LLC, a Delaware limited liability company (each a “**Grantor**” and collectively the “**Grantors**”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (“**Credit Suisse**”), as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the First Lien Guarantee and Collateral Agreement dated as of September 19, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”) among Holdings, the Borrower, the Subsidiaries from time to time party thereto, Credit Suisse as Collateral Agent and (b) the First Lien Credit Agreement dated as of September 19, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among AMF Bowling Centers, Inc. (the “**Borrower**”), Bowlmor AMF Corp., the Lenders from time to time party thereto and Credit Suisse, as Administrative Agent and as Issuing Lender. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit, the entry into Secured Derivatives Agreements by a Creditor from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Finance Obligations, the Grantor hereby assigns and pledges to the Collateral Agent, its permitted successors and assigns, for the benefit of the Finance Parties, and hereby grants to the Collateral Agent, its permitted successors and assigns, for the benefit of the Finance Parties, a security interest in, all of its right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos,

other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill;

but excluding any intent-to-use trademark application prior to the filing of, and acceptance of, a “Statement of Use” or “Amendment to Allege Use” with the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement, in accordance with its terms, following a written request therefor, the Collateral Agent shall execute, acknowledge and deliver to the Grantor (at the Grantor’s sole expense) an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording (or authorizing the Grantor to file and record) the release and/or termination of the grant and its security interest granted thereunder or under the Guarantee and Collateral Agreement in the Trademark Collateral with the United States Patent and Trademark Office.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AMF BOWLING WORLDWIDE, INC.,

by



Name: Thomas F. Shannon

Title: President

STRIKE HOLDINGS LLC,

by



Name: Thomas F. Shannon

Title: President

LEISERV, LLC,

by

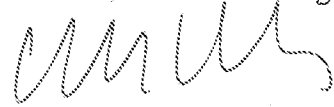


Name: Thomas F. Shannon

Title: President

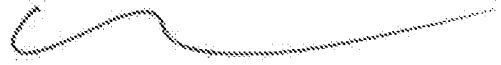
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by



Name: ROBERT HETU
Title: AUTHORIZED SIGNATORY

by



Name: WHITNEY GASTON
Title: AUTHORIZED SIGNATORY

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005883 FRAME: 0752

SCHEDULE I

Trademarks/Trade Names Owned by AMF Bowling Worldwide, Inc.

Jurisdiction	Owner	Trademark	App. No.	Reg. No.	Status	Filing Date	Reg. Date
U.S.	AMF Bowling Worldwide, Inc.	AMF	72/180,820	785,142	Registered	11/12/1963	2/16/1965
U.S.	AMF Bowling Worldwide, Inc.	AMF	72/096,824	714,104	Registered	5/11/1960	4/18/1961
U.S.	AMF Bowling Worldwide, Inc.	AMF	72/344,657	912,787	Registered	11/26/1969	6/8/1971
U.S.	AMF Bowling Worldwide, Inc.	AMF	72/342,005	942,646	Registered	10/29/1969	9/12/1972
U.S.	AMF Bowling Worldwide, Inc.	AMF	72/341,772	913,754	Registered	10/27/1969	6/8/1971
U.S.	AMF Bowling Worldwide, Inc.	AMF ALWAYS MEANS FUN	75/324,568	2,286,177	Registered	7/15/1997	10/12/1999
U.S.	AMF Bowling Worldwide, Inc.	AMF and Triangle design	78/521,522	3,041,394	Registered	11/23/2004	1/10/2006
U.S.	AMF Bowling Worldwide, Inc.	AMF and Triangle design	74/709,676	2,013,389 ¹	Registered	8/1/1995	11/5/1996
U.S.	AMF Bowling Worldwide, Inc.	AMF and Triangle Design	85/046,971	3,907,307	Registered	5/25/2010	1/18/2011
U.S.	AMF Bowling Worldwide, Inc.	AMF CLASSIC with Pinsplash design	76/253,754	2,703,766	Registered	5/8/2001	4/8 /2003

¹ Trademark Number 2,013,389 is subject to a registered license in favor of Sportcraft, Ltd. and will be excluded from the Collateral.

Jurisdiction	Owner	Trademark	App. No.	Reg. No.	Status	Filing Date	Reg. Date
U.S.	AMF Bowling Worldwide, Inc.	AMF GENUINE PARTS (Logo)	85/354,286	4576240	Registered	6/23/2011	7/29/2014
U.S.	AMF Bowling Worldwide, Inc.	AMF KIDS FEST and design	85/667,675	4459812	Registered	7/3/2012	12/31/2013
U.S.	AMF Bowling Worldwide, Inc.	AMF PINSPOTTER	76/395,174	2,879,988	Registered	4/12/2002	8/31/2004
U.S.	AMF Bowling Worldwide, Inc.	AMF SUMMER PASS (Logo)	85/581,076	4233982	Registered	3/27/2012	10/30/2012
U.S.	AMF Bowling Worldwide, Inc.	AMF SUMMER UNPLUGGED Logo (2012 Version)	85/582,031	4,234,047	Registered	3/28/2012	10/30/2012
U.S.	AMF Bowling Worldwide, Inc.	AMF THUNDER BOWL	78/254,116	2,924,302	Registered	5/24/2003	2/1/2005
U.S.	AMF Bowling Worldwide, Inc.	BOWL OUT	77/149,702	3,502,402	Registered	4/5/2007	9/16/2008
U.S.	AMF Bowling Worldwide, Inc.	GIO'S PIZZA and Design	78/662,377	3,235,027	Registered	7/1/2005	4/24/2007
U.S.	AMF Bowling Worldwide, Inc.	SLUGGO'S and design	75/350,348	2,195,726	Registered	9/2/1997	10/13/1998
U.S.	AMF Bowling Worldwide, Inc.	STAY AND PLAY	85/560,514	4,343,680	Registered	3/5/2012	5/28/2013
U.S.	AMF Bowling Worldwide, Inc.	STRIKINGLY DIFFERENT	77/084,782	3,399,150	Registered	1/17/2007	3/18/2008

Jurisdiction	Owner	Trademark	App. No.	Reg. No.	Status	Filing Date	Reg. Date
U.S.	AMF Bowling Worldwide, Inc.	XTREME	75/125,607	2,224,594	Registered	6/26/1996	2/16/1999
U.S.	AMF Bowling Worldwide, Inc.	BOWLERO	85/941,908	4708854	Registered	5/24/2013	5/24/2015
U.S.	AMF Bowling Worldwide, Inc.	BOWLERO	85/941,904	4462437	Registered	5/24/2013	1/7/2014
Virginia (State Registration)	AMF Bowling Worldwide, Inc.	HANOVER LANES	n/a	1531	Registered	n/a	11/14/1995
U.S.	AMF Bowling Worldwide, Inc.	Bowling Pin/Bowling Ball Design	73/774,050	1,568,877	Registered	1/9/1989	11/28/1989
U.S.	AMF Bowling Worldwide, Inc.	PINNY'S	86/038268	4653874	Registered	8/14/2013	12/14/2014
U.S.	AMF Bowling Worldwide, Inc.	Tommy Ten Pin	86/055967	4682660	Registered	9/4/2013	2/3/2015
U.S.	AMF Bowling Worldwide, Inc.	Pinsiders	86/415761	n/a	Pending	10/6/2014	n/a
U.S.	AMF Bowling Worldwide, Inc.	Reboot	86/893031	n/a	Pending	2/1/2016	n/a
U.S.	AMF Bowling Worldwide, Inc.	Ballin'	86/910108	n/a	Pending	2/17/2016	n/a
U.S.	AMF Bowling Worldwide, Inc.	AMF	86/943963	n/a	Pending	3/17/2016	n/a

Trademarks/Trade Names Owned by Strike Holdings LLC

Jurisdiction	Owner	Trademark	App. No.	Reg. No.	Status	Filing Date	Reg. Date
U.S.	Strike Holdings LLC	BOWLMOR LANES (stylized)	85/482,606	4,154,210	Registered	11/29/2011	6/5/2012
U.S.	Strike Holdings LLC	SHOULDN'T YOU BOWLMOR?	85/438,167	4,146,619	Registered	10/3/2011	5/22/2012
U.S.	Strike Holdings LLC	STRIKE MIAMI Design	78/536,636	3,028,986	Registered	12/21/2004	12/13/2005
U.S.	Strike Holdings LLC	NIGHT STRIKE	78/334,951	2,914,654	Registered	12/2/2003	12/28/2004
U.S.	Strike Holdings LLC	BECAUSE PRESSURE CHANGES EVERYTHING	78/210,327	2,912,702	Registered	2/3/2003	12/21/2004
U.S.	Strike Holdings LLC	STRIKE & Design	78/210,309	2,862,630	Registered	2/3/2003	7/13/2004
U.S.	Strike Holdings LLC	STRIKE BETHESDA & Design	78/210,304	2,862,629	Registered	2/3/2003	7/13/2004
U.S.	Strike Holdings LLC	BOWLMOR LANES (stylized)	78/210,226	2,797,781	Registered	2/3/2003	12/23/2003
U.S.	Strike Holdings LLC	BOWLMOR LANES	78/210,218	2,797,780	Registered	2/3/2003	12/23/2003
U.S.	Strike Holdings LLC	THE GREAT AMERICAN BOWLING ALLEY	77/968,731	4,139,577	Registered	3/25/2010	5/8/2012
U.S.	Strike Holdings LLC	STRIKE ORANGE COUNTY (stylized)	77/527,960	3,625,974	Registered	7/22/2008	5/26/2009
U.S.	Strike Holdings LLC	STRIKE CUPERTINO (stylized)	77/523,137	3,625,953	Registered	7/16/2008	5/26/2009
U.S.	Strike Holdings LLC	BOWLMOR (stylized)	77/523,135	3,579,942	Registered	7/16/2008	2/24/2009

Trademarks/Trade Names Owned by Leiserv, LLC

Jurisdiction	Owner	Trademark	App. No.	Reg. No.	Status	Filing Date	Reg. Date
U.S.	Leiserv, LLC	STUDENT BALL PASS	85/030,678	3,893,623	Registered	5/5/2010	12/21/2010
U.S.	Leiserv, LLC	STRIKERZ BAR & GRILL LOGO	85/212,164	4,210,782	Registered	1/6/2011	9/18/2012
U.S.	Leiserv, LLC	MOONLIGHT MADNESS	85/210,608	4,122,754	Registered	1/5/2011	4/3/2012
U.S.	Leiserv, LLC	U.S. PLAY	75/652,780	2,346,910	Registered	3/8/1999	5/2/2000
U.S.	Leiserv, LLC	TAVERN '45	85/928,433	4664407	Registered	5/10/2013	12/30/2014
U.S.	Leiserv, LLC	URBAN MISSION	86/070,379	4739887	Registered	9/20/2013	5/19/2015