

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A. as collateral agent		04/19/2016	National Banking Association:
RECEIVING PARTY DATA			
Name:	Amalgamated Bank		
Street Address:	275 Seventh Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 32			
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			

OP \$815.00 0810755

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.
Registration Number:	3857154	BOWL WITH SOUL

CORRESPONDENCE DATA

Fax Number: 8184446314

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: 818-444-4514

Email: jfriedman@stubbsalderton.com

Correspondent Name: Jonathan Friedman

Address Line 1: 15260 Ventura Blvd., 20th Floor

Address Line 4: Sherman Oaks, CALIFORNIA 91403

NAME OF SUBMITTER: Jonathan Friedman

SIGNATURE: /s/ Jonathan Friedman

DATE SIGNED: 10/19/2016

Total Attachments: 8

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ASSIGNMENT AND ACCEPTANCE AGREEMENT

This ASSIGNMENT AND ACCEPTANCE AGREEMENT (this "Assignment Agreement") is entered into as of April 19, 2016, between WELLS FARGO BANK, NATIONAL ASSOCIATION ("Assignor"), and AMALGAMATED BANK ("Assignee"). Reference is made to the agreement described in Item 2 of Annex I annexed hereto (as amended, restated, modified or otherwise supplemented from time to time, the "Financing Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Financing Agreement.

1. In accordance with the terms and conditions of Section 12.07 of the Financing Agreement, the Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, that interest in and to the Assignor's rights and obligations under the Loan Documents as of the date hereof with respect to the Obligations owing to the Assignor, and Assignor's Revolving Credit Commitment and Term Loans, all as specified on Annex I.

2. The Assignor: (a) represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim and (ii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby; (b) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto; and (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under the Loan Documents or any other instrument or document furnished pursuant thereto.

3. The Assignee: (a) confirms that it has received copies of the Financing Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (b) agrees that it will, independently and without reliance upon the Administrative Agent, the Collateral Agent, the Assignor, or any other Lender, based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents; (c) confirms that it is eligible as an assignee under the terms of the Financing Agreement; (d) appoints and authorizes each of the Administrative Agent and the Collateral Agent to take such action as the Administrative Agent or the Collateral Agent (as the case may be) on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent or the Collateral Agent (as the case may be) by the terms thereof, together with such powers as are reasonably incidental thereto; (e) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender; and (f) confirms that it is not a Non-U.S. Lender.

4. Following the execution of this Assignment Agreement by the Assignor and the Assignee, it will be delivered by the Assignor to the Collateral Agent for recording by the Collateral Agent. The effective date of this Assignment Agreement (the "Settlement Date") shall be the latest of (a) the date of the execution hereof by the Assignor and the Assignee, the payment by Assignee to the Collateral Agent for the Collateral Agent's sole and separate account of a processing and recordation fee in the amount of \$5,000 (if required) and the receipt of any required consent of the Collateral Agent, (b) the settlement date specified on Annex I, and (c) the receipt by Assignor of the Purchase Price specified in Annex I (which Purchase Price shall be paid by way of a wire transfer of immediately available funds sent by Assignee in accordance with the wire transfer instructions for the Assignor set forth on Annex I).

5. Upon recording by the Collateral Agent, as of the Settlement Date (a) the Assignee shall be a party to the Financing Agreement and, to the extent of the interest assigned pursuant to this Assignment Agreement, have the rights and obligations of a Lender thereunder and under the other Loan Documents, and (b) the Assignor shall, to the extent of the interest assigned pursuant to this Assignment Agreement, relinquish its rights and be released from its obligations under the Financing Agreement and the other Loan Documents.

6. Upon recording by the Collateral Agent, from and after the Settlement Date, the Administrative Agent shall make all payments under the Financing Agreement and the other Loan Documents in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and commitment fees (if applicable) with respect thereto) to the Assignee. The Assignor and the Assignee shall make all appropriate adjustments in payments under the Financing Agreement and the other Loan Documents for periods prior to the Settlement Date directly between themselves on the Settlement Date.

7. Effective on the Settlement Date, each Loan Party, hereby waives, releases, remises and forever discharges the Assignor, each of its Affiliates and Related Funds, and each of the officers, directors, employees, and agents of the Assignor and its Affiliates and Related Funds (collectively, the "Releasees"), from any and all claims, suits, investigations, proceedings, demands, obligations, liabilities, causes of action, damages, losses, costs and expenses, whether based in contract, tort, equitable subordination, implied or express warranty, strict liability, criminal or civil statute or common law of any kind or character, known or unknown, past or present, liquidated or unliquidated, suspected or unsuspected, which each Loan Party ever had from the beginning of the world, or now has against any such Releasee which relates, directly or indirectly to the Financing Agreement, any other Loan Document, or to any acts or omissions of any such Releasee. As to each and every claim released hereunder, each Loan Party hereby represents that it has received the advice of legal counsel with regard to the releases contained herein, and having been so advised, specifically waives the benefit of the provisions of Section 1542 of the Civil Code of California which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

As to each and every claim released hereunder, each Loan Party also waives the benefit of each other similar provision of applicable federal or state law (including, without limitation, the laws of the state of New York), if any, pertaining to general releases after having been advised by its legal counsel with respect thereto.

8. Notwithstanding anything in this Assignment Agreement, any provisions of the Financing Agreement (including, without limitation, Section 12.15 of the Financing Agreement) or any other Loan Document regarding indemnification of the Assignor, its Affiliates and Related Funds, together with any provision of any Loan Document that shall accrue to the benefit of Assignor, its Affiliates and Related Funds, shall survive this Assignment Agreement and shall continue in effect for the benefit of Assignor and its Affiliates and Related Funds.

9. On or prior to the Settlement Date, the Borrower shall pay all costs and expenses incurred by or on behalf of the Assignor (including, without limitation, all reasonable fees, costs and expenses of counsel for the Assignor).

10. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


11. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON OR ARISING OUT OF THIS ASSIGNMENT AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

12. This Assignment Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement and Annex I hereto to be executed by their respective officers thereunto duly authorized, as of the first date above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Assignor

By: 
Name: Beth Wilson
Title: Vice President

AMALGAMATED BANK,
as Assignee

By:



Title:



David H. Langway

Title:

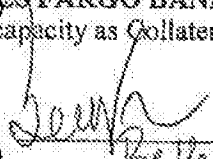
President

ASSIGNMENT AND ACCEPTANCE AGREEMENT
SIGNATURE PAGE

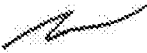
TRADEMARK
REEL: 005905 FRAME: 0346

ACCEPTED AND CONSENTED
to as of April 14, 2016

WELLS FARGO BANK, NATIONAL ASSOCIATION,
in its capacity as Collateral Agent

By: 
Name: Bob Williams
Title: Vice President


LUCKY STRIKE ENTERTAINMENT, L.L.C.,
as Borrower

By: 
Name: Steven Foster
Title: Manager

GUARANTORS:

LUCKY STRIKE CHICAGO, L.L.C.
LUCKY STRIKE DENVER, L.L.C.
LUCKY STRIKE HOLLYWOOD, L.L.C.
LUCKY STRIKE LOUISVILLE, L.L.C.
LUCKY STRIKE ORANGE, L.L.C.
LUCKY STRIKE SAN JOSE, L.L.C.
LUCKY STRIKE TORONTO, L.L.C.
LUCKY STRIKE PALISADES, L.L.C.
LUCKY STRIKE DEL AMO, L.L.C.
LUCKY STRIKE LOS ANGELES, L.L.C.
LUCKY STRIKE ORLANDO, L.L.C.
LUCKY STRIKE PHILADELPHIA, LLC
LUCKY STRIKE YORKTOWN, L.L.C.
LS WASHINGTON D.C., L.L.C.
LUCKY STRIKE MIAMI, L.L.C.
LUCKY STRIKE JILLIAN'S, L.L.C.
LUCKY STRIKE NOVI, L.L.C.
LUCKY STRIKE KANSAS CITY, L.L.C.
LUCKY STRIKE MEADOWLANDS, L.L.C.
LUCKY STRIKE BELLEVUE, L.L.C.
LUCKY STRIKE SAN DIEGO, L.L.C.
FTW AMERICAN DREAM, L.L.C.
LUCKY STRIKE BETHESDA, L.L.C.
LUCKY STRIKE ALBANY, L.L.C.
LUCKY STRIKE FT. WORTH, L.L.C.
STAR LANES MANAGEMENT, L.L.C.
LUCKY STRIKE SAN FRANCISCO, L.L.C.
LUCKY STRIKE SANTA MONICA, L.L.C.

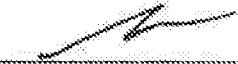
By: **LUCKY STRIKE ENTERTAINMENT, L.L.C.,**
its Managing Member

By: 
Name: Steven Foster
Title: Manager


ASSIGNMENT AND ACCEPTANCE AGREEMENT
SIGNATURE PAGE

TRADEMARK
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**LUCKY STRIKE ENTERTAINMENT, INC.
NYACK ENTERPRISES, INC.
JILLIAN'S BILLIARD CLUB, INC.
LUCKY STRIKE MEADOWLANDS, INC.
LUCKY STRIKE PITTSBURGH, INC.**


By: 
Name: Steven Foster
Title: President

LUCKY STRIKE WASHINGTON D.C., LLC

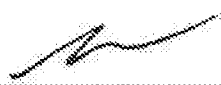
By: 
Name: Steven Foster
Title: Manager

LUCKY STRIKE HOUSTON, L.L.C.

By: LUCKY STRIKE ENTERTAINMENT, L.L.C.,
its Manager

By: 
Name: Steven Foster
Title: Manager

**JILLIAN'S MASSACHUSETTS BUSINESS
TRUST**

By: 
Name: Steven Foster
Title: Trustee

ASSIGNMENT AND ACCEPTANCE AGREEMENT
SIGNATURE PAGE