

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433770

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMF Bowling Worldwide, Inc.		07/03/2017	Corporation: DELAWARE
Leiserv, LLC		07/03/2017	Limited Liability Company: DELAWARE
Strike Holdings LLC		07/03/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	0714104	AMF	
Registration Number:	0912787	AMF	
Registration Number:	0942646	AMF	
Registration Number:	0785142	AMF	
Registration Number:	0913754	AMF	
Registration Number:	5049816	AMF	
Registration Number:	2286177	AMF ALWAYS MEANS FUN	
Registration Number:	3041394	AMF	
Registration Number:	3907307	AMF	
Registration Number:	2013389	AMF	
Registration Number:	2703766	AMF	
Registration Number:	4576240	AMF GENUINE PARTS	
Registration Number:	4449182	AMF GENUINE PARTS	
Registration Number:	4459812	AMF KIDS FEST	
Registration Number:	4233982	AMF SUMMER PASS	
Registration Number:	4234047	AMF SUMMER UNPLUGGED TURN OFF THE TV. TU	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2924302	AMF THUNDER BOWL
Registration Number:	4708854	BOWLERO
Registration Number:	4462437	BOWLERO
Registration Number:	3235027	GIO'S PIZZA
Registration Number:	4653874	PINNY'S
Registration Number:	5078485	PINSIDERS
Registration Number:	5075157	REBOOT
Registration Number:	2195726	SLUGGO'S
Registration Number:	4343680	STAY & PLAY
Registration Number:	3399150	STRIKINGLY DIFFERENT
Registration Number:	4682660	TOMMY TEN PIN
Registration Number:	2224594	XTREME
Registration Number:	4122754	MOONLIGHT MADNESS
Registration Number:	4210782	STRIKERZ BAR & GRILL
Registration Number:	3893623	STUDENT BALL PASS
Registration Number:	4664407	TAVERN '45
Registration Number:	2346910	U.S. PLAY
Registration Number:	4739887	URBAN MISSION
Registration Number:	3579942	BOWLMOR
Registration Number:	2797780	BOWLMOR LANES
Registration Number:	2797781	BOWLMOR LANES
Registration Number:	2914654	NIGHT STRIKE
Registration Number:	4146619	SHOULDN'T YOU BOWLMOR?
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

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

TRADEMARK

REEL: 006098 FRAME: 0510

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	07/05/2017
Total Attachments: 12 source=13. Horizon - Second Lien Trademark Security Agreement#page1.tif source=13. Horizon - Second Lien Trademark Security Agreement#page2.tif source=13. Horizon - Second Lien Trademark Security Agreement#page3.tif source=13. Horizon - Second Lien Trademark Security Agreement#page4.tif source=13. Horizon - Second Lien Trademark Security Agreement#page5.tif source=13. Horizon - Second Lien Trademark Security Agreement#page6.tif source=13. Horizon - Second Lien Trademark Security Agreement#page7.tif source=13. Horizon - Second Lien Trademark Security Agreement#page8.tif source=13. Horizon - Second Lien Trademark Security Agreement#page9.tif source=13. Horizon - Second Lien Trademark Security Agreement#page10.tif source=13. Horizon - Second Lien Trademark Security Agreement#page11.tif source=13. Horizon - Second Lien Trademark Security Agreement#page12.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT is entered into as of July 3 2017, (this “**Agreement**”), among AMF Bowling Worldwide, Inc., Leiserv, LLC and Strike Holdings LLC (each, a “**Grantor**”) and Credit Suisse AG, Cayman Islands Branch (“**CS**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of July 3, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Second Lien Lenders (as defined below) have extended credit to A-B Merger Sub II LLC, a Delaware limited liability company, to be merged with and into Kingpin Intermediate Holdings, LLC, a Delaware limited liability company (the “**Borrower**”), subject to the terms and conditions set forth in that certain Second Lien Credit Agreement dated as of July 3, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Second Lien Credit Agreement**”), by and among the Borrower, A-B Merger Sub I Inc., a Delaware corporation, to be merged with and into Bowlmor AMF Corp., a Delaware corporation (“**Holdings**”), the lenders from time to time party thereto (collectively, the “**Second Lien Lenders**”) and CS, in its capacities as administrative agent for the Second Lien Lenders and collateral agent for the Secured Parties. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, 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 Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements, dilutions or violations of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (E) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with

respect thereto.

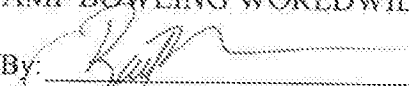
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

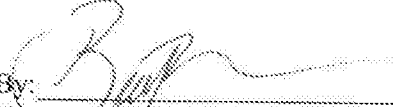
[Signature Pages Follow]

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: Brett I. Parker
Title: Chief Financial Officer

LEISERV, LLC

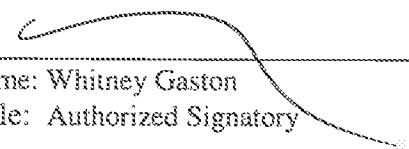
By: 
Name: Brett I. Parker
Title: Chief Financial Officer

STRIKE HOLDINGS LLC

By: 
Name: Brett I. Parker
Title: Chief Financial Officer

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Collateral Agent

By: 
Name: John D. Toronto
Title: Authorized Signatory

By: 
Name: Whitney Gaston
Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
AMF Bowling Worldwide, Inc.	714,104	AMF
AMF Bowling Worldwide, Inc.	912,787	AMF
AMF Bowling Worldwide, Inc.	942,646	AMF
AMF Bowling Worldwide, Inc.	785,142	AMF
AMF Bowling Worldwide, Inc.	913,754	AMF
AMF Bowling Worldwide, Inc.	5049816	AMF
AMF Bowling Worldwide, Inc.	2,286,177	AMF Always Means Fun
AMF Bowling Worldwide, Inc.	3,041,394	AMF and Triangle Design
AMF Bowling Worldwide, Inc.	3,907,307	AMF and Triangle Design
AMF Bowling Worldwide, Inc.	2,013,389	AMF and Triangle Design
AMF Bowling Worldwide, Inc.	2,703,766	AMF CLASSIC with Pinsplash Design
AMF Bowling Worldwide, Inc.	4576240	AMF Genuine Parts (Logo)
AMF Bowling Worldwide, Inc.	4,449,182	AMF Genuine Parts (Logo)
AMF Bowling Worldwide, Inc.	4,459,812	AMF Kids's Fest and Design
AMF Bowling Worldwide, Inc.	4,233,982	AMF Summer Pass and Design
AMF Bowling Worldwide, Inc.	4,234,047	AMF Summer Unplugged Turn Off the TV. Turn on the Free Fun and Design
AMF Bowling Worldwide, Inc.	2,924,302	AMF Thunder Bowl
AMF Bowling Worldwide, Inc.	4708854	Bowlero
AMF Bowling Worldwide, Inc.	4,462,437	Bowlero
AMF Bowling Worldwide, Inc.	3,235,027	Gio's Pizza and Design
AMF Bowling Worldwide, Inc.	4653874	Pinny
AMF Bowling Worldwide, Inc.	5078485	Pinsiders
AMF Bowling Worldwide, Inc.	5075157	Reboot
AMF Bowling Worldwide, Inc.	2,195,726	Sluggo's and design
AMF Bowling Worldwide, Inc.	4,343,680	Stay & Play
AMF Bowling Worldwide, Inc.	3,399,150	Strikingly Different
AMF Bowling Worldwide, Inc.	4682660	Tommy Ten Pin
AMF Bowling Worldwide, Inc.	2,224,594	Xtreme
Leiserv, LLC	4122754	Moonlight Madness
Leiserv, LLC	4210782	Strikerz Bar & Grill Logon
Leiserv, LLC	3893623	Student Ball Pass
Leiserv, LLC	4664407	Tavern '45
Leiserv, LLC	2346910	U.S. Play
Leiserv, LLC	4,739,887	Urban Mission
Strike Holdings LLC	3,579,942	Bowlmor (Stylized)
Strike Holdings LLC	2,797,780	Bowlmor Lanes
Strike Holdings LLC	2,797,781	Bowlmor Lanes (stylized)
Strike Holdings LLC	2,914,654	Night Strike
Strike Holdings LLC	4,146,619	Shouldn't You Bowlmor?
Strike Holdings LLC	2,862,630	Strike and Design
Strike Holdings LLC	2,862,629	Strike Bethesda and Design
Strike Holdings LLC	3,625,953	Strike Cupertino and Design
Strike Holdings LLC	3,028,986	Strike Miami and Design

Schedule I

Strike Holdings LLC
Strike Holdings LLC

3,625,974
4,139,577

Strike Orange County
The Great American Bowling
Alley

TRADEMARKS APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
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Schedule I

EXHIBIT A

[FORM OF] SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of [●][●], 20[●], this “**Trademark Security Agreement Supplement**”), among [●] ([each, a][the] “**Grantor**”) and Credit Suisse AG, Cayman Islands Branch (“**CS**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of July 3, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Second Lien Lenders (as defined below) have extended credit to Kingpin Intermediate Holdings LLC, a Delaware limited liability company, (the “**Borrower**”), subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of July 3, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Second Lien Credit Agreement**”), by and among, the Borrower, Bowlmor AMF Corp., a Delaware corporation (“**Holdings**”), the lenders from time to time party thereto (collectively, the “**Second Lien Lenders**”) and CS, in its capacities as an administrative agent for the Second Lien Lenders and collateral agent for the Secured Parties. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement, the [Grantor][Grantors] and the Collateral Agent have entered into that certain Second Lien Trademark Security Agreement, dated as of July [3], 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Trademark Security Agreement**”). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [each][the] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the [such][the] Grantor and regardless of where located (collectively, the “**Additional Trademark Collateral**”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by such Trademark registrations and registration applications;
- C. all assets, rights and interests that uniquely reflect or embody such Trademark registrations and registration applications;

Exhibit A

D. the right to sue third parties for past, present and future infringements, dilutions or violations of such Trademark registrations and registration applications; and

E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (E) above, this Trademark Security Agreement Supplement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

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 Security Agreement. **[Each][The]** Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security 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 Trademark Security Agreement Supplement and the Security Agreement, the terms of the US Security Agreement shall govern.

SECTION 4. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

Exhibit A

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

[•]

By: _____

Name: [•]

Title: [•]

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent

By: _____
Name:
Title:

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
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TRADEMARKS APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
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Exhibit A

#89845151v2

RECORDED: 07/05/2017

TRADEMARK
REEL: 006098 FRAME: 0522