

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Heritage Billiards, LLC		06/30/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3803577	GREAT GATHERINGS	
Registration Number:	3223695	AMERICAN HERITAGE BILLIARDS	
Registration Number:	3490975	PLAY UP YOUR HOME	
Registration Number:	2185698	RENAISSANCE	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<i>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.</i>			
Phone:	216-622-8200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Calfee, Halter & Griswold LLP		
Address Line 1:	1405 East Sixth Street		
Address Line 2:	The Calfee Building		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	35219/04002		
NAME OF SUBMITTER:	Ryan W. Falk		
SIGNATURE:	/Ryan W. Falk/		
DATE SIGNED:	07/24/2017		
Total Attachments: 4			

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AMENDED AND RESTATED
SECURITY INTEREST IN TRADEMARKS

This **AMENDED AND RESTATED SECURITY INTEREST IN TRADEMARKS** (this "Amended and Restated Trademark Security Agreement") is made as of June 30, 2017 by American Heritage Billiards, LLC, an Ohio limited liability company (the "Grantor"), in favor of KeyBank National Association, a national banking association, having an office at 127 Public Square, Cleveland, Ohio 44114, in its capacity as the lender party to the Credit and Security Agreement referred to below (the "Lender").

WHEREAS, the Grantor entered into that certain Amended and Restated Credit and Security Agreement dated as of date hereof (as from time to time, amended, modified, or supplemented, the "Credit and Security Agreement") (all capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit and Security Agreement), between the Grantor and the Lender, pursuant to which the Lender made certain financial accommodations available to the Grantor;

WHEREAS, the Credit and Security Agreement, among other things, re-evidences the Grantor's outstanding obligations under the Credit and Security Agreement dated as of May 31, 2012 by and between the Grantor and the Lender (the "Original Credit and Security Agreement") and provides, subject to the terms and conditions thereof, for extensions of credit and other financial accommodations to be made by the Lender to or for the benefit of the Grantor;

WHEREAS, as a condition precedent to the effectiveness of the Original Credit and Security Agreement, the Grantor entered into the Security Interest in Trademarks, dated as of May 31, 2012 with the Lender (as amended from time to time, the "Original Trademark Security Agreement"), pursuant to which the Grantor granted a security interest in and to all trademarks, trademark registrations and applications and the goodwill symbolized thereby then owned or thereafter acquired to secure Grantor's outstanding obligations under the Original Credit and Security Agreement; and

WHEREAS, the Grantor wishes to reaffirm its obligations under the Original Trademark Security Agreement, amend and restate the Original Trademark Security Agreement in the form of this Amended and Restated Trademark Security Agreement and continue to secure its obligations to the Lender pursuant to the terms of this Amended and Restated Trademark Security Agreement;

WHEREAS, as a condition precedent to the effectiveness of the Credit and Security Agreement, Grantor has agreed to enter into this Amended and Restated Trademark Security Agreement to secure its obligations to the Lender; and

WHEREAS, the Grantor is the owner of the trademarks, trademark registrations and applications listed on **Exhibit A**, and the goodwill symbolized thereby, and the parties wish to document the security interest granted to the Lender with respect thereto;

NOW THEREFORE, the Grantor hereby (i) reaffirms its grant of liens and security interests under the Original Trademark Security Agreement and confirms and agrees that such liens and security interests hereafter secure the obligations of the Grantor under the Credit and Security Agreement and (ii) grants to the Lender a security interest in and to the trademarks, trademark registrations and applications listed in Exhibit A, and authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the trademark registrations and applications listed in Exhibit A.

It is expressly understood and agreed by the Grantor that this Amended and Restated Trademark Security Agreement (1) merely re-evidences, ratifies, confirms and reaffirms the original obligations under the Original Trademark Security Agreement and (2) are in no way intended and shall not be deemed or construed to constitute a novation of the Original Trademark Security Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, each of the undersigned Grantor has caused this Amended and Restated Trademark Security Agreement to be signed by its duly authorized officer.

GRANTOR:

AMERICAN HERITAGE BILLIARDS, LLC

By: 

Name: Michael Beovette

Title: CEO

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*Amended and Restated
Security Interest in Trademarks*

TRADEMARK
REEL: 006113 FRAME: 0170

SCHEDULE A

Trademark	Country	Owner of Record	Registration Number	Registration Date	Serial Number	Filing Date	Status
GREAT GATHERINGS	U.S.	American Heritage Billiards, LLC	3,803,577	June 15, 2010	77/257,381	August 16, 2007	Registered
AMERICAN HERITAGE BILLIARDS	U.S.	American Heritage Billiards, LLC	3,223,695	April 3, 2007	76/660,951	May 30, 2006	Registered
PLAY UP YOUR HOME	U.S.	American Heritage Billiards, LLC	3,490,975	January 28, 2008	76/686,223	August 26, 2008	Registered
RENAISSANCE	U.S.	AHB Acquisition LLC	2,185,698	September 1, 1998	75/307,530	May 21, 1997	Registered