

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acme Bowling, LLC		10/09/2018	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Bowlero Tukwila, LLC		
Street Address:	222 West 44th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3542915	ACME BOWLING BILLIARDS EVENTS	
CORRESPONDENCE DATA			
Fax Number:	8046982007		
<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:	804-775-1071		
Email:	trademarks@mcguirewoods.com, jhowell2@mcguirewoods.com		
Correspondent Name:	Robin C. Vance, McGuireWoods LLP		
Address Line 1:	Gateway Plaza, 800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Robin C. Vance		
SIGNATURE:	/Robin C. Vance/		
DATE SIGNED:	10/15/2018		
Total Attachments: 5			
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OP \$40.00 3542915

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment"), dated as of October 9, 2018, is entered into by and among (i) Bowlero Tukwila, LLC, a Delaware limited liability company ("Assignee"); and (ii) Acme Bowling, LLC, a Washington limited liability company ("Assignor"). The Assignor and the Assignee are each referred to individually as a "Party" and collectively as the "Parties." Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of July 24, 2018, by and among Assignor, Assignee, Entertainment Management Consulting Association LLC, Cascade Investment, L.L.C., Gary Larson, and, solely with respect to Section 10.14 of the Purchase Agreement, AMF Bowling Centers Inc. (the "Purchase Agreement");

WHEREAS, the Assignor is the exclusive owner of all right, title and interest in and to the trademark registration set forth on Schedule A attached hereto; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign the trademark registration set forth on Schedule A attached hereto to Assignee and Assignee has agreed to accept such assignment.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to the trademark registration set forth on Schedule A, free and clear of all Liens, including, without limitation, any and all copyrights therein and with all of the goodwill appertaining thereto. Assignor consents to the recordation in the U.S. Patent and Trademark Office, and in any other appropriate place, of this full and unqualified assignment of ownership in the trademark registration set forth on Schedule A.

2. The Assignor agrees to, at Assignee's reasonable request and at Assignee's expense, execute, acknowledge, and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications, and further assurances as Assignee may reasonably request in order to carry out the transfer of the trademark registration set forth on Schedule A conveyed herein.

3. This Assignment is made subject to the terms of the Purchase Agreement, which terms are incorporated herein by this reference, and each Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. If

any provision of this Assignment, or the application of such provision to any person or circumstance, shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

4. This Assignment may be executed in two or more counterparts and may be delivered by facsimile, .pdf or other electronic submission, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to rules governing the conflict of laws.

6. This Assignment shall be binding upon and inure to the benefit of Assignee and each Assignor and their respective successors and permitted assigns under the Purchase Agreement. This Assignment may not otherwise be assigned by any party hereto without the prior written consent of the other party hereto except as and to the extent the Purchase Agreement may be assigned in accordance with its terms. Further, nothing set forth herein shall be deemed to constitute any person or entity as a third party beneficiary of this Assignment.

7. This Assignment may not be amended or modified except by an instrument in writing signed by Assignee and each Assignor.

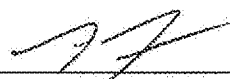
9. For purposes of this Assignment, except as otherwise expressly provided or unless the context otherwise requires: (a) the use of the singular form includes the plural, and the use of the plural form includes the singular; (b) the use of any gender herein shall be deemed to include the other gender; (c) the captions used in this Assignment are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Assignment or any provision hereof; (d) the words “herein”, “hereof”, “hereunder” and other words of similar import refer to this Assignment as a whole and not to any particular provision; (e) the term “include” or “including” shall mean without limitation by reason of enumeration; (f) any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder; (g) references to a statute shall refer to the statute and any successor statute, and to all regulations promulgated under or implementing the statute or successor, as in effect at the relevant time; and (h) any reference to a document or set of documents in this Assignment, and the rights and obligations of the parties under any such documents, shall mean such document or documents as amended from time to time, and any and all modifications, extensions, renewals, substitutions or replacements thereof.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNORS:

ACME BOWLING, LLC

By: 
Name: Gary Larson
Title: Manager

ASSIGNEE:

BOWLERO TUKWILA, LLC

By: _____
Name:
Title:

Signature Page to Trademark Assignment Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

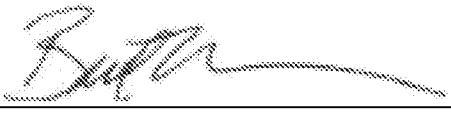
ASSIGNORS:

ACME BOWLING, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:


BOWLERO TUKWILA, LLC

By:  _____
Name: Brett Parker
Title: CFO

Schedule A

Intellectual Property

U.S. Federal Trademark

Serial No.	Filing Date	Registration No.	Registration Date	Trademark	Last Listed Owner
77402077	2/20/08	3542915	12/9/08	ACME BOWLING BILLIARDS EVENTS & Design 	Acme Bowling, LLC