

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bowlero Ann Arbor, LLC		09/25/2020	Limited Liability Company: DELAWARE
Bowlero Sports and Entertainment Holdings, LLC		09/25/2020	Limited Liability Company: DELAWARE
Bowlero Tukwila, LLC		09/25/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	86713070	REVEL & ROLL	
Serial Number:	85822759	BROOKLYN JW STYLES	
Serial Number:	85812223	DALLAS STRIKERS TO	
Serial Number:	85812459	DETROIT MOTOWN THE BUS 36 MUSCLE	
Serial Number:	85812179	JACK RABBITS PITTSBURGH	
Serial Number:	85812404	LOS ANGELES LXA CP	
Serial Number:	78030419	PBA	
Serial Number:	72280460	PBA	
Serial Number:	78765910	PBA EST 1958 PROFESSIONAL BOWLERS ASSOCI	
Serial Number:	77782591	PBA WORLD SERIES OF BOWLING	
Serial Number:	85812462	PHILADELPHIA HITMEN	
Serial Number:	73326217	PROFESSIONAL BOWLERS ASSOCIATION	
Serial Number:	76616579	PROFESSIONAL BOWLERS ASSOCIATION	
Serial Number:	78030426	PROFESSIONAL BOWLERS ASSOCIATION	
Serial Number:	85812430	SILVER LAKE ATOM SPLITTERS	

OP \$440.00 86713070

Property Type	Number	Word Mark
Serial Number:	77773797	XTRA FRAME
Serial Number:	77402077	ACME BOWLING BILLIARDS EVENTS

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 09/25/2020

Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of September 25, 2020, this “**Trademark Security Agreement Supplement**”), among Bowlero Ann Arbor, LLC, Bowlero Sports and Entertainment Holdings, LLC and Bowlero Tukwila, LLC (each, a “**Grantor**”) and JPMorgan Chase Bank, N.A. (“**JPM**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain First 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 First 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 First 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 “**First Lien Credit Agreement**”), by and among the Borrower, Bowlero Corp. (formerly, Bowlmor AMF Corp.), a Delaware corporation (“**Holdings**”), the lenders from time to time party thereto (collectively, the “**First Lien Lenders**”), and JPM, in its capacities as an issuing bank, the swingline lender and as administrative agent for the First Lien Lenders and collateral agent for the Secured Parties. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement, the Grantors and the Collateral Agent have entered into that certain First 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 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 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;
- 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.

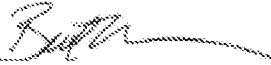
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and 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]

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

BOWLERO ANN ARBOR, LLC
BOWLERO SPORTS AND
ENTERTAINMENT HOLDINGS, LLC
BOWLERO TUKWILA, LLC

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

[Signature Page to Trademark Security Agreement Supplement]

TRADEMARK
REEL: 007059 FRAME: 0083

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent



By: _____

Name: Daniel Luby

Title: Vice President

SCHEDULE I**TRADEMARKS**

TRADEMARK	STATUS	APP. NO.	REG. NO.	REG. DATE	DATE FILED	OWNER
REVEL & ROLL	Registered	86/713,070	5,167,273	03/21/2017	08/03/2015	Bowlero Ann Arbor, LLC
BROOKLYN JW STYLES (Logo)	Registered	85/822,759	4,637,741	11/11/2014	01/14/2013	Bowlero Sports and Entertainment Holdings, LLC
DALLAS STRIKERS TO (Logo)	Registered	85/812,223	4,614,422	09/30/2014	12/28/2012	Bowlero Sports and Entertainment Holdings, LLC
DETROIT MOTOWN THE BUS 36 MUSCLE (Logo)	Registered	85/812,459	4,637,735	11/11/2014	12/28/2012	Bowlero Sports and Entertainment Holdings, LLC
JACK RABBITS PITTSBURGH (Logo)	Registered	85/812,179	4,614,421	09/30/2014	12/28/2012	Bowlero Sports and Entertainment Holdings, LLC
LOS ANGELES LXA CP (Logo)	Registered	85/812,404	4,614,424	09/30/2014	12/28/2012	Bowlero Sports and Entertainment Holdings, LLC
PBA	Registered	78/030,419	2,983,771	08/09/2005	10/12/2000	Bowlero Sports and Entertainment Holdings, LLC
PBA (Stylized)	Registered	72/280,460	0846434	03/19/1968	09/15/1967	Bowlero Sports and Entertainment Holdings, LLC
PBA EST 1958 PROFESSIONAL BOWLERS ASSOCIATION (Logo)	Registered	78/765,910	3,314,078	10/16/2007	12/02/2005	Bowlero Sports and Entertainment Holdings, LLC
PBA WORLD SERIES OF BOWLING	Registered	77/782,591	4,030,283	09/27/2011	07/16/2009	Bowlero Sports and Entertainment Holdings, LLC
PHILADELPHIA HITMEN (Logo)	Registered	85/812,462	4,614,425	09/30/2014	12/28/2012	Bowlero Sports and Entertainment Holdings, LLC
PROFESSIONAL BOWLERS ASSOCIATION	Registered	73/326,217	1,237,619	05/10/1983	08/31/1981	Bowlero Sports and Entertainment Holdings, LLC
PROFESSIONAL BOWLERS ASSOCIATION	Registered	76/616,579	3,238,599	05/08/2007	10/18/2004	Bowlero Sports and Entertainment Holdings, LLC
PROFESSIONAL BOWLERS ASSOCIATION	Registered	78/030,426	2,641,049	10/22/2002	10/12/2000	Bowlero Sports and Entertainment Holdings, LLC

Schedule 1

TRADEMARK
REEL: 007059 FRAME: 0085

(Stylized)						
SILVER LAKE ATOM SPLITTERS (Logo)	Registered	85/812,430	4,637,734	11/11/2014	12/28/2012	Bowlero Sports and Entertainment Holdings, LLC
XTRA FRAME	Registered	77/773,797	3,843,774	09/07/2010	07/02/2009	Bowlero Sports and Entertainment Holdings, LLC
ACME BOWLING BILLIARDS EVENTS (Logo)	Registered	77/402,077	3,542,915	12/09/2008	02/20/2008	Bowlero Tukwila, LLC

Schedule 1