TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lucky Strike Entertainment, L.L.C.		109/30/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Endeavour Structured Equity and Mezzanine Fund I, L.P.
Street Address:	601 West 5th Street
Internal Address:	Suite 700
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark		
Registration Number:	3060821	LUCKY STRIKE		
Registration Number:	3064076	X LUCKY STRIKE LANES		
Registration Number:	2889860	X		
Registration Number:	0810755	LUCKY STRIKE		
Registration Number:	3215516	STAY OUT OF THE GUTTER		
Registration Number:	3857154	BOWL WITH SOUL		
Registration Number:	3951092	LUCKY STRIKE LUXE		
Registration Number:	3917443	LUCKY STRIKE LOUNGE		
Registration Number:	3917444	LUCKY STRIKE LOUNGE LANES		
Serial Number:	77461788	LUCKY STRIKE GAMES		
Registration Number:	3667548	LUCKY STRIKE LANES & LOUNGE		
Registration Number:	3785552	LUCKY STRIKE		
Serial Number:	77975609	LUCKY STRIKE ENTERTAINMENT		

TRADEMARK

REEL: 004634 FRAME: 0892

Registration Number:	3982398	LUCKY STRIKE	
Registration Number:	3551742	LUCKY STRIKE	
Registration Number:	3454895	MR. PIN	
Registration Number:	3887545	STAR LANES	
Serial Number:	77758895	HOLLYWOOD LANES	
Serial Number:	77792508	STAY OUT OF THE GUTTER	
Serial Number:	85046888	FEELING LUCKY	
Registration Number:	3891538	FEELING LUCKY	
Registration Number:	3995303	FEELING LUCKY	
Registration Number:	3961919	LUCKY STRIKE	
Serial Number:	85165875	SLICE BAR	
Serial Number:	85165871	SLICE HOUSE BAR	
Serial Number:	85162903	SLICE HOUSE BOWL	
Serial Number:	85130346	LUCKY STRIKE LANES PUB HOUSE BOWL	
Serial Number:	85016363	PUB TEN	
Serial Number:	85016359	PUB 10	
Serial Number:	85348780	LUCKY STRIKE	
Serial Number:	85348782	LUCKY STRIKE LANES	
Serial Number:	85338272	LUCKY STRIKE PUB HOUSE BOWL	
Serial Number:	85266356	LUCKY GIRL	

CORRESPONDENCE DATA

Fax Number: (310)229-1972 Phone: 310-788-1272

Email: jehrlich@kayescholer.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Kaye Scholer LLP Attn: Judi Ehrlich

Address Line 1: 1999 Avenue of the Stars

Address Line 2: 17th Floor

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	E.SLUDER/T. STROMBERG
NAME OF SUBMITTER:	Judi Ehrlich
Signature:	/s/ Judi Ehrlich
Date:	10/03/2011

Total Attachments: 21

source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif source=Trademark Security Agreement#page9.tif source=Trademark Security Agreement#page10.tif source=Trademark Security Agreement#page11.tif source=Trademark Security Agreement#page12.tif source=Trademark Security Agreement#page13.tif source=Trademark Security Agreement#page14.tif source=Trademark Security Agreement#page15.tif source=Trademark Security Agreement#page16.tif source=Trademark Security Agreement#page17.tif source=Trademark Security Agreement#page18.tif source=Trademark Security Agreement#page19.tif source=Trademark Security Agreement#page20.tif source=Trademark Security Agreement#page21.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "<u>Trademark Security Agreement</u>") is made as of this 30th day of September, 2011, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "<u>Grantors</u>" and each individually "<u>Grantor</u>"), and **ENDEAVOUR STRUCTURED EQUITY AND MEZZANINE FUND I, L.P.,** a Delaware limited partnership (the "<u>Purchaser</u>"), in its capacity as collateral agent for the Secured Parties (together with its successors and assigns, if any, in such capacity, "<u>Collateral Agent</u>").

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, pursuant to that certain Note and Warrant Purchase Agreement dated as of September 30, 2011 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Purchase Agreement"), among LUCKY STRIKE ENTERTAINMENT, L.L.C., a Delaware limited liability company ("Lucky Strike LLC" or "Borrower"), LUCKY STRIKE ENTERTAINMENT, INC., a California corporation ("Holdings"), each direct and indirect Subsidiary of Holdings (other than Lucky Strike LLC) listed as a "Guarantor" on the signature pages thereto (together with Holdings, collectively, the "Guarantors" and each a "Guarantor") and the Purchaser, the Purchaser is willing to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof:

WHEREAS, the Purchaser is willing to make the financial accommodations to the Borrower as provided for in the Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Purchase Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest (subject to Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):

- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on <u>Schedule I</u> hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists and other General Intangibles with respect to the foregoing;
 - (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.
- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration as provided in the Security Agreement. Without limiting Grantors' obligations under this <u>Section 5</u>, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending <u>Schedule I</u> to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this

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Trademark Security Agreement or any other Purchase Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

<u>CONSTRUCTION</u>. Unless the context of this Trademark Security Agreement or any other Purchase Document clearly requires otherwise, the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," whether or not so expressly stated in each such instance and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Trademark Security Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of and Exhibits and Schedules to, this Trademark Security Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. References in this Trademark Security Agreement to "determination" by Collateral Agent include estimates honestly made by Collateral Agent (in the case of quantitative determinations) and beliefs honestly held by Collateral Agent (in the case of qualitative determinations). Any reference herein or in any other Purchase Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any requirement of a writing contained herein or in any other Purchase Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

LUCKY STRIKE ENTERTAINMENT, L.L.C., a Delaware limited liability company

Name: Steven Foster Title: Manager

LUCKY STRIKE ENTERTAINMENT, INC., a California corporation

Name: Cheryl Inouye Title: President

LUCKY STRIKE CHICAGO, L.L.C., a Delaware limited liability company

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

By:____ Name: Steven Foster Title: Manager

LUCKY STRIKE DENVER, L.L.C., a Delaware limited liability company

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

Name: Steven Foster

Title: Manager

LUCKY STRIKE HOLLYWOOD, L.L.C., a Delaware limited liability company

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

Name: Steven Foster Title: Manager

LUCKY STRIKE LOUISVILLE, L.L.C., a Delaware limited liability company

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

Ву:_____

Name: Steven Foster Title: Manager

LUCKY STRIKE ORANGE, L.L.C., a Delaware limited liability company

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

Ву:_____

Name: Steven Foster Title: Manager

LUCKY STRIKE SAN JOSE, L.L.C., a Delaware limited liability company

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

L.L.C., its ivianaging iviember

Name: Steven Foster Title: Manager

LUCKY STRIKE TORONTO, L.L.C., a Delaware limited liability company

By: LUCKY STRIKE ENTERTAINMENT,

By: ______ Name: Steven Foster

L.L.C., its Managing Member

Name: Steven Foster Title: Manager

LUCKY STRIKE PALISADES, L.L.C., a Delaware limited liability company

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

Name: Steven Foster Title: Manager

LUCKY STRIKE DEL AMO, L.L.C., a Delaware limited liability company

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

Ву:_____

Name: Steven Foster Title: Manager

LUCKY STRIKE HOUSTON, L.L.C., a Delaware limited liability company

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

By: /br

Name: Steven Foster Title: Manager

LUCKY STRIKE LOS ANGELES, L.L.C., a Delaware limited liability company

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

By:
Name: Steven Foster
Title: Manager

LUCKY STRIKE ORLANDO, L.L.C., a Delaware limited liability company

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

LUCKY STRIKE PHILADELPHIA, LLC, a Delaware limited liability company

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

LUCKY STRIKE YORKTOWN, L.L.C., a Delaware limited liability company

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

Title: Manager

LS WASHINGTON D.C., L.L.C., a Delaware limited liability company

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

Name: Steven Foster

Title: Manager

LUCKY STRIKE MIAMI, L.L.C., a Florida limited liability company

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

By: ___ Name: Steven Foster

Title: Manager

LUCKY STRIKE JILLIAN'S, L.L.C., a Delaware limited liability company

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

Ву:____ Name: Steven Foster

Title: Manager

LUCKY STRIKE NOVI, L.L.C., a Delaware limited liability company

By: LUCKY STRIKE ENTERTAINMENT,

L.L.C., its Managing Member

By: Name: Steven Foster

Title: Manager

LUCKY STRIKE KANSAS CITY, L.L.C., a Delaware limited liability company

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

Ву:_____

Name: Steven Foster Title: Manager

LUCKY STRIKE MEADOWLANDS, L.L.C., a Delaware limited liability company

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

Ву:_____

Name: Steven Foster Title: Manager

LUCKY STRIKE BELLEVUE, L.L.C., a Delaware limited liability company

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

By: ______

Name: Steven Foster Title: Manager

LUCKY STRIKE SAN DIEGO, L.L.C., a Delaware limited liability company

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

Ву:

Name: Steven Foster Title: Manager

LUCKY STRIKE SCOTTSDALE, L.L.C., a Delaware limited liability company By: LUCKY STRIKE ENTERTAINMENT, L.L.C., its Managing Member By:____ Name: Steven Foster Title: Manager LUCKY STRIKE MALL OF AMERICA, a Delaware limited liability company By: LUCKY STRIKE ENTERTAINMENT, L.L.C., its Managing Member By: Name: Steven Foster Title: Manager LUCKY STRIKE SACRAMENTO, L.L.C., a Delaware limited liability company By: LUCKY STRIKE ENTERTAINMENT, L.L.C., its Managing Member By: ____ Name: Steven Foster Title: Manager LUCKY STRIKE FT. WORTH, L.L.C.,

a Delaware limited liability company

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

By: Name: Steven Foster
Title: Manager

STAR LANES MANAGEMENT, L.L.C., a Delaware limited liability company

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

By:
Name: Steven Foster
Title: Manager

LUCKY STRIKE CHICAGO, INC., a California corporation

By:
Name: Steven Foster
Title: President

LUCKY STRIKE DENVER, INC., a California corporation

LUCKY STRIKE HOLLYWOOD, INC., a California corporation

By:
Name: Steven Foster
Title: President

LUCKY STRIKE LOUISVILLE, INC., a California corporation

By:_______ Name: Steven Foster

Title: President

LUCKY STRIKE ORANGE, INC., a California corporation
By: Name: Steven Faster Title: President
LUCKY STRIKE SAN JOSE, INC., a California corporation
By: Name: Steven Foster Title: President
LUCKY STRIKE ST. LOUIS, INC., a California corporation
By:
LUCKY STRIKE TORONTO, INC., a California corporation
By: Name: Steven Foster Title: President
NYACK ENTERPRISES, INC., a California corporation
By: Name: Steven Foster

Title: President

Ву:	
	Steven Foster
Title:	President
	CY STRIKE WASHINGTON D.C.,
LLC, compa	a District of Columbia limited liabili my
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Ву:	
Table School and	Steven Foster
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JILLI a Mas By: Name	AN'S BILLIARD CLUB, INC., sachusetts corporation Steven Foster
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JILLI a Mas By: Name Title:	AN'S BILLIARD CLUB, INC., sachusetts corporation Steven Foster President
JILLI a Mas By: Name Title:	AN'S BILLIARD CLUB, INC., sachusetts corporation Steven Foster President KY STRIKE NOVI, INC.,
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By: ______/
Name: Steven Foster

Title: President

LUCKY STRIKE LAKEWOOD, INC.,

LUCKY STRIKE MEADOWLANDS, INC., a New Jersey corporation

By: ________ Name: Steven Foster

Title: President

LUCKY STRIKE PITTSBURGH, INC., a Pennsylvania corporation

Title: President

COLLATERAL AGENT:

ENDEAVOUR STRUCTURED EQUITY AND MEZZANINE FUND I, L.P., a Delaware limited partnership

Endeavour SEAM I GP, LLC By:

General Partner Its:

Name: Iain G. Douglas

Title: Member

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Country	Application/ Registration No./ Series No.	App/Reg Date
Lucky Strike Entertainment,	Lucky Strike	U.S.	Registration No. 3060821	February 21, 2006
L.L.C.	Ladity Games	0.0.	rtogica da arrivo. Coccoz r	1 051 461 7 2 1, 2000
Lucky Strike Entertainment,	X Lucky Strike Lanes	U.S.	Registration No. 3064076	February 28, 2006
L.L.C.	•			• .
Lucky Strike Entertainment,	Χ	U.S.	Registration No. 2889860	September 28, 2004
L.L.C.				
Lucky Strike Entertainment,	Lucky Strike	U.S.	Registration No. 0810755	July 5, 1966
L.L.C.				
Lucky Strike Entertainment,	Stay Out Of The Gutter	U.S.	Registration No. 3215516	March 6, 2007
L.L.C.				
Lucky Strike Entertainment,	Bowl With Soul	U.S.	Registration No. 3857154	October 5, 2010
L.L.C.	1 0011	11.0	D : ((N 0054000	A 11.00.0044
Lucky Strike Entertainment,	Lucky Strike Luxe	U.S.	Registration No. 3951092	April 26, 2011
L.L.C.	Lucia Chrita Laurana	11.0	Deviatestian No. 2047442	Fabruary 0, 2044
Lucky Strike Entertainment,	Lucky Strike Lounge	U.S.	Registration No. 3917443	February 8, 2011
L.L.C.	Lucky Strike Lounge 9	U.S.	Registration No. 3917444	February 8, 2011
Lucky Strike Entertainment, L.L.C.	Lucky Strike Lounge & Lanes	0.8.	Registration No. 3917444	repruary 6, 2011
Lucky Strike Entertainment,	Lucky Strike Games	U.S.	Application No. 77461788	April 30, 2008
L.L.C.	Lucky Strike Garries	0.5.	Application No. 1140 1100	April 30, 2000
Lucky Strike Entertainment,	Lucky Strike Lanes &	U.S.	Registration No. 3667548	August 11, 2009
L.L.C.	Lounge	0.0.	1 Togisti attori 110: 5007 545	/lagast 11, 2000
Lucky Strike Entertainment,	Lucky Strike	U.S.	Registration No. 3785552	May 4, 2010
L.L.C.	Lacky Came	0.0.	1 togical autom 110. 07 00002	May 1, 2010
Lucky Strike Entertainment,	Lucky Strike	U.S.	Application No. 77975609	June 9, 2008
L.L.C.	Entertainment			
Lucky Strike Entertainment,	Lucky Strike	U.S.	Registration No. 3982398	July 21, 2011
L.L.C.				
Lucky Strike Entertainment,	Lucky Strike	U.S.	Registration No. 3551742	December 23, 2008
L.L.C.			-	
Lucky Strike Entertainment,	Mr. Pin	U.S.	Registration No. 3454895	June 24, 2008
L.L.C.				
Lucky Strike Entertainment,	Star Lanes	U.S.	Registration No. 3887545	December 7, 2010
L.L.C.				
Lucky Strike Entertainment,	Hollywood Lanes	U.S.	Application No. 77758895	June 12, 2009
L.L.C.				
Lucky Strike Entertainment,	Stay Out of The Gutter	U.S.	Application No. 77792508	July 29, 2009
L.L.C.		110	A 1' 1' N 0504000	N 05 0040
Lucky Strike Entertainment,	Feeling Lucky	U.S.	Application No. 85046888	May 25, 2010
L.L.C.	Faalina Lualii	110	Designation No. 2004520	December 44, 0040
Lucky Strike Entertainment,	Feeling Lucky	U.S.	Registration No. 3891538	December 14, 2010
L.L.C.	Fooling Luclar	110	Registration No. 3995303	July 12, 2011
Lucky Strike Entertainment, L.L.C.	Feeling Lucky	U.S.	Negistiation No. 3993303	July 12, 2011
Lucky Strike Entertainment,	Lucky Strike	U.S.	Registration No. 3961919	May 17, 2011
L.L.C.	Lucky Ourke	0.0.	Negistration No. 530 13 13	Way 17, 2011
L.L. V.			l	

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Lucky Strike Entertainment, L.L.C.	Slice Bar	U.S.	Application No. 85165875	November 1, 2010
Lucky Strike Entertainment, L.L.C.	Slice House Bar	U.S.	Application No. 85165871	November 1, 2010
Lucky Strike Entertainment, L.L.C.	Slice House Bowl	U.S.	Application No. 85162903	October 27, 2010
Lucky Strike Entertainment, L.L.C.	Lucky Strike Lanes Pub House Bowl	U.S.	Application No. 85130346	September 15, 2010
Lucky Strike Entertainment, L.L.C.	Pub Ten	U.S.	Application No. 85016363	April 16, 2010
Lucky Strike Entertainment, L.L.C.	Pub 10	U.S.	Application No. 85016359	April 16, 2010
Lucky Strike Entertainment, L.L.C.	Lucky Strike	U.S.	Application No. 85348780	June 17, 2011
Lucky Strike Entertainment, L.L.C.	Lucky Strike Lanes	U.S.	Application No. 85348782	June 17, 2011
Lucky Strike Entertainment, L.L.C.	Lucky Strike Pub House Bowl	U.S.	Application No. 85338272	June 5, 2011
Lucky Strike Entertainment, L.L.C.	Lucky Girl	U.S.	Application No. 85266356	March 14, 2011
Lucky Strike Entertainment, L.L.C.	Lucky Strike	Bahrain	Application No. 67223	June 18, 2008
Lucky Strike Entertainment, L.L.C.	Lucky Strike	Bahrain	Application No. 67227	June 18, 2008
Lucky Strike Entertainment, L.L.C.	Lucky Strike	Canada	Registration No. TMA748228	September 21, 2009
Lucky Strike Entertainment, L.L.C.	Lucky Strike Lanes	Canada	Registration No. TMA617050	August 19, 2004
Lucky Strike Entertainment, L.L.C.	Lucky Strike	China	Registration No. 5149371	December 28, 2009
Lucky Strike Entertainment, L.L.C.	Lucky Strike	China	Registration No. 5149379	August 28, 2009
Lucky Strike Entertainment, L.L.C.	Lucky Strike Games	China	Registration No. 6733901	September 14, 2010
Lucky Strike Entertainment, L.L.C.	Lucky Strike Games	China	Registration No. 6733902	March 28, 2010
Lucky Strike Entertainment, L.L.C.	Lucky Strike Games	China	Registration No. 6733903	July 28, 2010
Lucky Strike Entertainment, L.L.C.	Lucky Strike	Community Trademark	Registration No. 004877569	January 12, 2007
Lucky Strike Entertainment, L.L.C.	Lucky Strike Games	Community Trademark	Registration No. 006891022	January 16, 2009
Lucky Strike Entertainment, L.L.C.	Lucky Strike	India	Registration No. 755804	September 25, 2008
Lucky Strike Entertainment, L.L.C.	Lucky Strike Games	India	Application No. 1691907	May 28, 2008
Lucky Strike Entertainment, L.L.C.	LUCKY STRIKE	Japan	Registration No. 5233558	May 22, 2009
Lucky Strike Entertainment, L.L.C.	LUCKY STRIKE	Jordan	Registration No. 101470	May 4, 2009
Lucky Strike Entertainment, L.L.C.	LUCKY STRIKE	Kuwait	Registration No. 80775	May 18, 2008
Lucky Strike Entertainment, L.L.C.	LUCKY STRIKE	Kuwait	Registration No. 80776	May 18, 2008
Lucky Strike Entertainment,	LUCKY STRIKE	Mexico	Registration No. 921526	February 24, 2006

L.L.C.				
Lucky Strike Entertainment, L.L.C.	LUCKY STRIKE	Qatar	Registration No. 52663	April 8, 2009
Lucky Strike Entertainment, L.L.C.	LUCKY STRIKE	Qatar	Registration No. 52664	April 8, 2009
Lucky Strike Entertainment, L.L.C.	LUCKY STRIKE	Saudi Arabia	Registration No. 1083/77	July 7, 2009
Lucky Strike Entertainment, L.L.C.	LUCKY STRIKE	Saudi Arabia	Registration No. 1083/55	July 6, 2009
Lucky Strike Entertainment, L.L.C.	LUCKY STRIKE	Singapore	Registration No. T0806371E	September 19, 2008
Lucky Strike Entertainment, L.L.C.	LUCKY STRIKE	Taiwan	Registration No. 97023236	July 16, 2009
Lucky Strike Entertainment, L.L.C.	LUCKY STRIKE	Turkey	Registration No. 200830272	May 22, 2008
Lucky Strike Entertainment, L.L.C.	LUCKY STRIKE	United Arab Emirates	Application No. 113090	May 20, 2008
Lucky Strike Entertainment, L.L.C.	LUCKY STRIKE	United Arab Emirates	Application No. 113092	May 20, 2008
Lucky Strike Entertainment, L.L.C.	LUCKY STRIKE	Yemen	Registration No. 44596	January 9, 2010
Lucky Strike Entertainment, L.L.C.	LUCKY STRIKE	Yemen	Registration No. 44597	January 9, 2010

SCHEDULE II

to

TRADEMARK SECURITY AGREEMENT

Intellectual Property Licenses

- Trademark License Agreement by and between Lucky Strike Entertainment, Inc. and each of the following listed entities dated August 2, 2006:
 - o Lucky Strike Chicago, Inc.
 - NYACK Enterprises, Inc.
 - Lucky Strike Hollywood, Inc.
 - o Lucky Strike Louisville, Inc.
 - o Lucky Strike Orange, Inc.
 - o Lucky Strike San Jose, Inc.
 - o Lucky Strike St. Louis, Inc.
 - o Lucky Strike Toronto, Inc.
 - o Lucky Strike Denver, Inc.
 - o Lucky Strike Lakewood, Inc.
 - o Lucky Strike Del Amo, L.L.C.
 - o Lucky Strike Houston, L.L.C.
 - Lucky Strike Los Angeles, L.L.C.
 - o Lucky Strike Orlando, L.L.C.
 - o Lucky Strike Philadelphia, LLC
 - Lucky Strike Yorktown, LLC
 - Lucky Strike Washington D.C., LLC
 - o Lucky Strike Miami, L.L.C.
 - o Jillian's Billiard Club, Inc.
 - Lucky Strike Novi, Inc.
 - o Lucky Strike Kansas City, Inc.
 - o Lucky Strike Meadowlands, Inc.
 - Lucky Strike Pittsburgh, Inc.
 - Trademark Assignment and License-Back Agreement, by and between Lucky Strike Hollywood, Inc. and Lucky Strike Entertainment, Inc., dated August 2, 2006.
 - License Agreement, by and between Lucky Strike Entertainment, Inc. and Belmar Entertainment Group, LLC on or before August 31, 2006.
 - Master Contribution Agreement dated November 1, 2006 by and between Lucky Strike Entertainment, Inc. and Lucky Strike Entertainment, L.L.C.
 - Subsidiary Contribution Agreements dated November 1, 2006 (unless otherwise indicated) by and between each of the following entities:
 - o Lucky Strike Chicago, Inc. and Lucky Strike Chicago, L.L.C.
 - o NYACK Enterprises, Inc. and Lucky Strike Palisades, L.L.C.

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- o Lucky Strike Hollywood, Inc. and Lucky Strike Hollywood, L.L.C.
- o Lucky Strike Louisville, Inc. and Lucky Strike Louisville, L.L.C.
- o Lucky Strike Orange, Inc. and Lucky Strike Orange, L.L.C.
- Lucky Strike San Jose, Inc. and Lucky Strike San Jose, L.L.C. (dated November 6, 2006).
- o Lucky Strike Toronto, Inc. and Lucky Strike Toronto, L.L.C.
- o Lucky Strike Denver, Inc. and Lucky Strike Denver, L.L.C.
- Lucky Strike Washington D.C. LLC and LS Washington D.C., L.L.C. (dated December 29, 2006).
- o Jillian's Billiard Club, Inc. and Lucky Strike Jillian's, L.L.C.
- o Lucky Strike Novi, Inc. and Lucky Strike Novi, L.L.C.
- o Lucky Strike Kansas City, Inc. and Lucky Strike Kansas City, L.L.C.
- o Lucky Strike Meadowlands, Inc. and Lucky Strike Meadowlands, L.L.C.
- Trademark Assignment and License Back Agreement by and between Lucky Strike Entertainment, Inc. and Lucky Strike Entertainment, L.L.C. dated January 18, 2007.
- Trademark License Agreements by and between Lucky Strike Entertainment, L.L.C. and each of the following entities dated January 23, 2007:
 - o Lucky Strike Los Angeles, L.L.C.
 - Lucky Strike Yorktown, L.L.C.
 - Lucky Strike Philadelphia, LLC
 - o Lucky Strike Miami, L.L.C.
 - o Lucky Strike Orlando, L.L.C.
 - o LS Washington D.C., L.L.C.
 - o Lucky Strike Denver, L.L.C.
 - Lucky Strike Toronto, L.L.C.
 - o Lucky Strike San Jose, L.L.C.
 - Lucky Strike Orange, L.L.C.
 - o Lucky Strike Louisville, L.L.C.
 - o Lucky Strike Hollywood, L.L.C.
 - o Lucky Strike Palisades, L.L.C.
 - o Lucky Strike Chicago, L.L.C.
 - o Lucky Strike Jillian's, L.L.C.
 - o Lucky Strike Del Amo, L.L.C.
 - o Lucky Strike Meadowlands, L.L.C.
 - o Lucky Strike Kansas City, L.L.C.
 - Lucky Strike Houston, L.L.C.
 - o Lucky Strike Novi, L.L.C.
- License Agreements by and between Lucky Strike Entertainment, L.L.C. and each of the following entities dated May 29, 2008:
 - o Lucky Strike Los Angeles, L.L.C.
 - o Lucky Strike Del Amo, L.L.C.
 - Lucky Strike Yorktown, L.L.C.
 - o Lucky Strike Chicago, L.L.C.

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- o Lucky Strike Denver, L.L.C.
- o Lucky Strike Kansas City, L.L.C.
- o Lucky Strike Mall of America, L.L.C.
- o Lucky Strike Orlando, L.L.C.
- o Lucky Strike Louisville, L.L.C.
- o Lucky Strike Novi, L.L.C.
- o Lucky Strike Palisades, L.L.C.
- Lucky Strike Philadelphia, LLC
- Lucky Strike Sacramento, L.L.C.
- o Lucky Strike San Diego, L.L.C.
- Lucky Strike Toronto, L.L.C.
- o Lucky Strike Bellevue, L.L.C.
- o Lucky Strike Orange, L.L.C.
- o LS Washington D.C., L.L.C.
- o Lucky Strike Ft. Worth, L.L.C.
- o Lucky Strike Hollywood, L.L.C.
- Lucky Strike Houston, L.L.C.
- o Lucky Strike Jillian's, L.L.C.
- Lucky Strike Meadowlands, L.L.C.
- o Lucky Strike San Jose, L.L.C.
- Lucky Strike Scottsdale, L.L.C.
- Trademark License Agreement dated September 16, 2008, but effective as of January 1, 2008 by and between Lucky Strike Entertainment, L.L.C. and Lucky Strike Manhattan, L.L.C.
- License and Distribution Agreement between Large Animal Games LLC and Lucky Strike Entertainment, L.L.C. dated March 28, 2008.
- Trademark License Agreement between Lucky Strike Entertainment, L.L.C. and Star Lanes Management, L.L.C. effective November 30th, 2009.
- Trademark License Agreement between Dharma Group, Inc. and Star Lanes Management, L.L.C. effective November 30th, 2009.
- Bowling Management and License Agreement dated November 30, 2009 by and between Bowling on the Levee, LLC and Star Lanes Management, LLC, as amended on September 22, 2010.
- Lucky Strike has obtained a "General Release" to use certain materials, art or imagery at its bowling alleys and on its website.

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RECORDED: 10/03/2011