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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM332874

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lucky Strike Entertainment, L.L.C.		02/23/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	86279584	X
Serial Number:	86447957	FTW
Serial Number:	86469821	FTW
Serial Number:	86469827	FOR THE WIN
Serial Number:	86479755	THE W.I.N.

CORRESPONDENCE DATA

Fax Number: 7044448847

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: 404-443-5747

Email: ksaltrick@mcguirewoods.com

Correspondent Name: McGuireWoods LLP

Address Line 1: 1170 Peachtree Street, NE, Suite 2100

Address Line 2: Attention: Adam Monich, Esq.
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2060238-0009 / A.MONICH	
NAME OF SUBMITTER:	Adam Monich, McGuireWoods LLP	
SIGNATURE:	/s/ Adam Monich	
DATE SIGNED:	02/23/2015	

Total Attachments: 6 source=GECC - Lucky Strike - USPTO Trademark#page1.tif source=GECC - Lucky Strike - USPTO Trademark#page2.tif source=GECC - Lucky Strike - USPTO Trademark#page3.tif source=GECC - Lucky Strike - USPTO Trademark#page4.tif source=GECC - Lucky Strike - USPTO Trademark#page5.tif source=GECC - Lucky Strike - USPTO Trademark#page6.tif

SUPPLEMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Supplement to Amended and Restated Trademark Security Agreement, dated as of February 23, 2015, is intended to supplement the Amended and Restated Trademark Security Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Amended and Restated Trademark Security Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations hereby mortgage, pledge and hypothecate to Collateral Agent, for the benefit of Collateral Agent and Lenders, and grant to Collateral Agent, for the benefit of Collateral Agent and Lenders, a Lien on and security interest in, all of each Grantor's right, title and interest in, to and under the Trademark Collateral of such Grantor, including, without limitation, the trademarks listed on Schedule 1 of this Supplement to Amended and Restated Trademark Security Agreement. The undersigned Grantors further agree that this Supplement to Amended and Restated Trademark Security Agreement may be attached to that certain Amended and Restated Trademark Security Agreement, dated December 14, 2010, between the undersigned, as Grantors, and General Electric Capital Corporation, as Collateral Agent, (the "Amended and Restated Trademark Security Agreement") and that the trademarks listed on Schedule 1 of this Supplement to Amended and Restated Trademark Security Agreement shall be and become a part of the Trademark Collateral referred to in said Amended and Restated Trademark Security Agreement and shall secure all Obligations referred to in said Amended and Restated Trademark Security Agreement.

[Remainder of page intentionally left blank; signatures to follow]

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GRANTORS:

LUCKY STRIKE ENTERTAINMENT, INC., a California corporation

By:______ Name: Steven Foster

Title: President

LUCKY STRIKE ENTERTAINMENT, L.L.C.,

a Delaware limited liability company

By:

Name: Steven Foster Title: Manager

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

Name: Janani Sharma

Title: Duly Authorized Signatory

Schedule 1 to Supplement to Amended and Restated Trademark Security Agreement

Trademark Registrations/Applications

Grantor	Mark	Country	Application/ Registration No./ Series No.	App/Reg Date
Lucky Strike Entertainment, L.L.C.			Reg. No. 4,666,592	05/13/2014 Reg. Date 01/06/2015
Lucky Strike Entertainment, L.L.C.	FTW	United States	86/447,957	11/07/2014
Lucky Strike Entertainment, L.L.C.	FTW	United States	86/469,821	12/03/2014
Lucky Strike Entertainment, L.L.C.	FOR THE WIN	United States	86/469,827	12/03/2014
Lucky Strike Entertainment, L.L.C.	THE W.I.N.	United States	86/479,755	12/13/2014

 $\begin{array}{c} {\rm SCHEDULE} \ 1 \\ {\rm SUPPLEMENT} \ {\rm TO} \ {\rm AMENDED} \ {\rm AND} \ {\rm RESTATED} \ {\rm TRADEMARK} \ {\rm SECURITY} \ {\rm AGREEMENT} \end{array}$

RECORDED: 02/23/2015