

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395167

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Medley Capital Corporation		08/15/2016	Corporation:

RECEIVING PARTY DATA

Name:	Lucky Strike Entertainment, Inc.
Street Address:	15260 Ventura Boulevard, Suite 1110
City:	Sherman Oaks
State/Country:	CALIFORNIA
Postal Code:	91403
Entity Type:	Corporation: CALIFORNIA
Name:	Lucky Strike Entertainment, L.L.C.
Street Address:	15260 Ventura Boulevard, Suite 1110
City:	Sherman Oaks
State/Country:	CALIFORNIA
Postal Code:	91403
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	0810755	LUCKY STRIKE
Registration Number:	3060821	LUCKY STRIKE
Registration Number:	2889860	X
Registration Number:	3064076	X LUCKY STRIKE LANES
Registration Number:	3215516	STAY OUT OF THE GUTTER
Registration Number:	3454895	MR. PIN
Registration Number:	3551742	LUCKY STRIKE
Registration Number:	3667548	LUCKY STRIKE LANES & LOUNGE
Registration Number:	3785552	LUCKY STRIKE
Registration Number:	3857154	BOWL WITH SOUL
Registration Number:	3887545	STAR LANES
Registration Number:	3891538	FEELING LUCKY
Registration Number:	3917443	LUCKY STRIKE LOUNGE

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Property Type	Number	Word Mark
Registration Number:	3917444	LUCKY STRIKE LOUNGE LANES
Registration Number:	3951092	LUCKY STRIKE LUXE
Registration Number:	3961919	LUCKY STRIKE
Registration Number:	3982398	LUCKY STRIKE
Registration Number:	3995303	FEELING LUCKY
Registration Number:	4095900	LUCKY STRIKE PUB HOUSE BOWL
Registration Number:	4096074	LUCKY STRIKE
Registration Number:	4096075	LUCKY STRIKE LANES
Registration Number:	4285821	LUCKY STRIKE X
Registration Number:	4327206	X
Registration Number:	4327207	X
Registration Number:	4340071	FEELING LUCKY
Registration Number:	4401772	THE POINT
Registration Number:	4462959	FEELING LUCKY
Registration Number:	4606709	LUCKY STRIKE LIVE
Registration Number:	4606863	LUCKY GIRL LIVE
Registration Number:	4666592	X
Registration Number:	4819725	FTW
Serial Number:	86469821	FTW
Serial Number:	86469827	FOR THE WIN
Serial Number:	86479755	THE W.I.N.
Serial Number:	85671219	PINDROP
Serial Number:	85884620	FEELING LIKEY
Serial Number:	85739891	LUCKY GAMES
Serial Number:	85770903	LUCKY STAR

CORRESPONDENCE DATA

Fax Number:

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.

Email: erobinson@hunton.com

Correspondent Name: Erika Robinson

Address Line 1: 600 Peachtree St. NE Suite 4100

Address Line 2: c/o Hunton & Williams LLP

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER: Erika Robinson

SIGNATURE: /ErikaRobinson/

DATE SIGNED: 08/16/2016

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release") is dated as of August 15, 2016, by, **MEDLEY CAPITAL CORPORATION**, in its capacity as collateral agent ("**Collateral Agent**") for certain lenders, with an office at 375 Park Avenue, Suite 3304, New York, NY 10152, in favor of **LUCKY STRIKE ENTERTAINMENT, INC.**, a California corporation ("**LSE INC**"), and **LUCKY STRIKE ENTERTAINMENT, L.L.C.**, a Delaware limited liability company, (together with LSE INC, as "**Grantors**") each with an office at 15260 Ventura Boulevard, Suite 1110, Sherman Oaks, CA 91403.

WHEREAS, pursuant to that certain Second Lien Financing Agreement dated December 24, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, including all exhibits and schedules thereto, the "Financing Agreement"^[A1]), by and among **LUCKY STRIKE ENTERTAINMENT, L.L.C.**, a Delaware limited liability company, **LUCKY STRIKE ENTERTAINMENT, INC.**, a California corporation ("Holdings"), each Subsidiary of Holdings listed as a "Guarantor" on the signature pages, the lenders, from time to time, party thereto (each a "Lender" and collectively, the "Lenders"), the Collateral Agent, and Medley Capital Corporation, as administrative agent for the Lenders (in such capacity, together with any successor administrative agent, "the Administrative Agent" and together with the Collateral Agent, each "Agent" and collectively, the "Agents"), the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, under the terms and conditions of the Financing Agreement, Grantors were required to enter into and execute a Security Agreement, dated as of December 24, 2013 (including all annexes, exhibits or schedules thereto, as from time to time, amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Financing Agreement, Grantors were required to execute and deliver to Agent, for the benefit of the Secured Parties, a Trademark Security Agreement, dated December 24, 2013 (the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on December 24, 2013, at Reel/Frame No.

005182/0001 and its Supplement which was recorded on March 13, 2015, at Reel/Frame No. 005477/0179;

WHEREAS, pursuant to the Financing Agreement, the Security Agreement, and Trademark Security Agreement, the Grantors granted to Agent, for the benefit of the Secured Parties, a security interest in and to all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including those United States registered trademarks and trademark licenses specifically listed on Schedule A attached hereto and the goodwill associated therewith; and

WHEREAS, the Obligations have been repaid, and the Agent, for the benefit of the Lenders, desires to terminate and release its security interest in the Trademark Collateral.

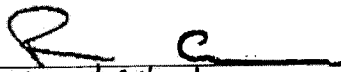
NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Agent for the benefit of the Lenders and Secured Parties, hereby agrees as follows:

- I. Definitions. Unless otherwise defined herein, capitalized terms used by not expressly defined herein shall have the meanings given to them in the Security Agreement, or if not defined therein, in the Financing Agreement.
- II. Release of Security Interest. The Agent, for the benefit of the Lenders and Secured Parties, hereby releases and terminates its security interest under the Security Agreement and the Trademark Security Agreement, in all of the Grantors' rights, title and interest in, to and under the Trademark Collateral, including, but not limited to those United States registered trademarks and trademark licenses set forth on Schedule A hereto and the goodwill associated therewith, and hereby reassigns any and all the interest that it may have therein to the Grantors.
- III. Filing of the Release. The Agent hereby authorizes the filing of this Release in the United States Patent and Trademark Office by the Grantors, at the Grantors' sole cost and expense.


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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.


**MEDLEY CAPITAL CORPORATION, as
Collateral Agent**

By: 
Name: *Richard Allorto*
Title: *CFO*

LUCKY STRIKE ENTERTAINMENT, INC.,
a California corporation

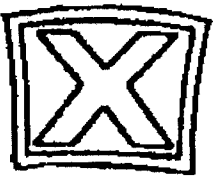

By: 
Name: Steven Foster
Title: President




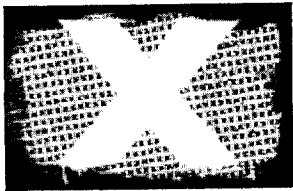
LUCKY STRIKE ENTERTAINMENT, L.L.C.,
a Delaware limited liability company

By: 
Name: Steven Foster
Title: President

SCHEDULE A

Trademark Registrations

<u>Grantor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Lucky Strike Entertainment, L.L.C.	LUCKY STRIKE	810,755	July 5, 1966
	LUCKY STRIKE	3,060,821	February 21, 2006
		2,889,860	September 28, 2004
		3,064,076	February 28, 2006
	STAY OUT OF THE GUTTER	3,215,516	March 6, 2007
	MR. PIN	3,454,895	June 24, 2008
	LUCKY STRIKE	3,551,742	December 23, 2008
	LUCKY STRIKE LANES & LOUNGE	3,667,548	August 11, 2009
	LUCKY STRIKE	3,785,552	May 4, 2010
	BOWL WITH SOUL	3,857,154	October 5, 2010
	STAR LANES	3,887,545	December 7, 2010
	FEELING LUCKY	3,891,538	December 14, 2010
	LUCKY STRIKE LOUNGE	3,917,443	February 8, 2011
	LUCKY STRIKE LOUNGE LANES	3,917,444	February 8, 2011
	LUCKY STRIKE LUXE	3,951,092	April 26, 2011
LUCKY STRIKE	3,961,919	May 17, 2011	

<u>Grantor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
	LUCKY STRIKE	3,982,398	June 21, 2011
	FEELING LUCKY	3,995,303	July 12, 2011
	LUCKY STRIKE PUB HOUSE BOWL	4,095,900	February 7, 2012
	LUCKY STRIKE	4,096,074	February 7, 2012
	LUCKY STRIKE LANES	4,096,075	February 7, 2012
Lucky Strike Entertainment, LLC		4,285,821	February 5, 2013
		4,327,206	April 30, 2013
		4,327,207	April 30, 2013
	FEELING LUCKY	4,340,071	May 21, 2013
	THE POINT	4,401,772	September 10, 2013
	FEELING LUCKY	4,462,959	January 7, 2014
	LUCKY STRIKE LIVE	4,606,709	September 16, 2014
	LUCKY GIRL LIVE	4,606,863	September 16, 2014
		4,666,592	January 6, 2015
	FTW	4,819,725	September 22, 2015

TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>
Lucky Strike Entertainment, L.L.C.	FTW	86/469,821	December 3, 2014
	FOR THE WIN	86/469,827	December 3, 2014
	FOR THE W.I.N.	86/479,755	December 13, 2014
	PINDROP	85/671,219	July 8, 2012
	FEELING LIKEY	85/884,620	March 23, 2013
	LUCKY GAMES	85/739,891	September 27, 2012
	LUCKY STAR	85/770,903	November 3, 2012