

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404756

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ableco Finance, LLC		12/14/2010	Limited Liability Company:
Ableco Finance, LLC (as agent)		12/14/2010	Limited Liability Company:

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	0810755	LUCKY STRIKE
Registration Number:	3060821	LUCKY STRIKE
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:	3785552	LUCKY STRIKE
Registration Number:	3887545	STAR LANES
Registration Number:	3917443	LUCKY STRIKE LOUNGE
Registration Number:	3917444	LUCKY STRIKE LOUNGE LANES
Registration Number:	3951092	LUCKY STRIKE LUXE
Registration Number:	3982398	LUCKY STRIKE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3857154	BOWL WITH SOUL

CORRESPONDENCE DATA

Fax Number: 8184446314

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: 818-444-4514

Email: jfriedman@stubbsalderton.com

Correspondent Name: Jonathan Friedman

Address Line 1: 15260 Ventura Blvd., 20th Floor

Address Line 4: Sherman Oaks, CALIFORNIA 91403

NAME OF SUBMITTER:	Jonathan Friedman
SIGNATURE:	/s/ Jonathan Friedman
DATE SIGNED:	11/07/2016

Total Attachments: 10

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ASSIGNMENT AND ACCEPTANCE AGREEMENT

This ASSIGNMENT AND ACCEPTANCE AGREEMENT (this "Assignment Agreement") is entered into as of December 14, 2010, between ABLECO FINANCE LLC, a Delaware limited liability company ("Assignor"), and GE CAPITAL FINANCIAL INC., a Delaware corporation ("Assignee"). Reference is made to the agreement described in Item 2 of Annex I annexed hereto (as amended, restated, modified or otherwise supplemented from time to time, the "Financing Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Financing Agreement.

1. In accordance with the terms and conditions of Section 12.07 of the Financing Agreement, the Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, that interest in and to the Assignor's rights and obligations under the Loan Documents as of the date hereof with respect to the Obligations owing to the Assignor, and Assignor's portion of the Revolving Credit Commitment, all as specified on Annex I.

2. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim and (ii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby; (b) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto; and (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under the Loan Documents or any other instrument or document furnished pursuant thereto.

3. The Assignee (a) confirms that it has received copies of the Financing Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (b) agrees that it will, independently and without reliance upon the Administrative Agent, the Collateral Agent, the Assignor, or any other Lender, based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents; (c) confirms that it is eligible as an assignee under the terms of the Financing Agreement; (d) appoints and authorizes each of the Administrative Agent and the Collateral Agent to take such action as the Administrative Agent or the Collateral Agent (as the case may be) on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent or the Collateral Agent (as the case may be) by the terms thereof, together with such powers as are reasonably incidental thereto; (e) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender; and (f) confirms that it is not a Non-U.S. Lender.

4. Following the execution of this Assignment Agreement by the Assignor and the Assignee, it will be delivered by the Assignor to the Collateral Agent for recording by the Collateral Agent. The effective date of this Assignment Agreement (the "Settlement Date") shall be the latest of (a) the date of the execution hereof by the Assignor and the Assignee, the payment by Assignee to the Collateral Agent for the Collateral Agent's sole and separate account of a processing and recordation fee in the amount of \$5,000 (if required) and the receipt of any required consent of the Collateral Agent, (b) the settlement date specified on Annex I, and (c) the receipt by Assignor of the Purchase Price specified in Annex I (which Purchase Price shall be paid by way of a wire transfer of immediately available funds sent by Assignee in accordance with the wire transfer instructions for the Assignor set forth on Annex I).

5. Upon recording by the Collateral Agent, as of the Settlement Date (a) the Assignee shall be a party to the Financing Agreement and, to the extent of the interest assigned pursuant to this Assignment Agreement, have the rights and obligations of a Lender thereunder and under the other Loan Documents, and (b) the Assignor shall, to the extent of the interest assigned pursuant to this Assignment Agreement, relinquish its rights and be released from its obligations under the Financing Agreement and the other Loan Documents.

6. Upon recording by the Collateral Agent, from and after the Settlement Date, the Administrative Agent shall make all payments under the Financing Agreement and the other Loan Documents in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and commitment fees (if applicable) with respect thereto) to the Assignee. The Assignor and the Assignee shall make all appropriate adjustments in payments under the Financing Agreement and the other Loan Documents for periods prior to the Settlement Date directly between themselves on the Settlement Date.

7. Effective on the Settlement Date, each Loan Party, hereby waives, releases, remises and forever discharges the Assignor, each of its Affiliates and Related Funds, and each of the officers, directors, employees, and agents of the Assignor and its Affiliates and Related Funds (collectively, the "Releasees"), from any and all claims, suits, investigations, proceedings, demands, obligations, liabilities, causes of action, damages, losses, costs and expenses, whether based in contract, tort, equitable subordination, implied or express warranty, strict liability, criminal or civil statute or common law of any kind or character, known or unknown, past or present, liquidated or unliquidated, suspected or unsuspected, which each Loan Party ever had from the beginning of the world, or now has against any such Releasee which relates, directly or indirectly to the Financing Agreement, any other Loan Document, or to any acts or omissions of any such Releasee. As to each and every claim released hereunder, each Loan Party hereby represents that it has received the advice of legal counsel with regard to the releases contained herein, and having been so advised, specifically waives the benefit of the provisions of Section 1542 of the Civil Code of California which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

As to each and every claim released hereunder, each Loan Party also waives the benefit of each other similar provision of applicable federal or state law (including without limitation the laws of the state of New York), if any, pertaining to general releases after having been advised by its legal counsel with respect thereto.

8. Notwithstanding anything in this Assignment Agreement, any provisions of the Financing Agreement (including, without limitation, Section 12.15 of the Financing Agreement) or any other Loan Document regarding indemnification of the Assignor, its Affiliates and Related Funds, together with any provision of any Loan Document that shall accrue to the benefit of Assignor, its Affiliates and Related Funds, shall survive this Assignment Agreement and shall continue in effect for the benefit of Assignor and its Affiliates and Related Funds.

9. On or prior to the Settlement Date, the Borrower shall pay all costs and expenses incurred by or on behalf of the Assignor (including, without limitation, all reasonable fees, costs and expenses of counsel for the Assignor).

10. For the avoidance of doubt, each of the parties hereto acknowledges and agrees that the execution, delivery and performance of this Assignment Agreement shall have no effect on that certain Membership Interest Warrant Agreement, dated as of March 30, 2007, by and among Lucky Strike Entertainment, L.L.C., Ableco Holding LLC, Caltius Partners III, LP and Caltius Partners Executive III, LP, as such agreement may be amended, restated, modified or otherwise supplemented from time to time (the "Ableco Warrant"). The Ableco Warrant shall remain in full force and effect in accordance with its terms.

11. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

12. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON OR ARISING OUT OF THIS ASSIGNMENT AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

13. This Assignment Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement and Annex I hereto to be executed by their respective officers thereunto duly authorized, as of the first date above written.

ABLECO FINANCE LLC,
as Assignor

By: _____
Name: Daniel Wolf
Title: President

ASSIGNMENT AND ACCEPTANCE AGREEMENT
SIGNATURE PAGE

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GE CAPITAL FINANCIAL INC.,
as Assignee

By: *[Handwritten Signature]*
Title: *Duly Authorized Signatory*
Title: Duly Authorized Signatory

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ASSIGNMENT AND ACCEPTANCE AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 005916 FRAME: 0610

ACCEPTED AND CONSENTED
to as of December 14, 2010

ABLECO FINANCE LLC,
a Delaware limited liability company,
in its capacity as Collateral Agent

By: _____
Name: Daniel Wolf
Title: President

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ASSIGNMENT AND ACCEPTANCE AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 005916 FRAME: 0611

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement and Annex I hereto to be executed by their respective officers thereunto duly authorized, as of the first date above written.

ABLECO FINANCE LLC,
as Assignor

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION,
as Assignee

By: _____
Title: _____
Title: Duly Authorized Signatory

ACCEPTED AND CONSENTED
to as of December 14, 2010

ABLECO FINANCE LLC,
a Delaware limited liability company,
in its capacity as Collateral Agent

By: _____
Name: _____
Title: _____

LUCKY STRIKE ENTERTAINMENT, INC. and
LUCKY STRIKE ENTERTAINMENT, L.L.C., as Borrowers

By: _____
Name: Steven Foster
Title: President, Manager

ASSIGNMENT AND ACCEPTANCE AGREEMENT
SIGNATURE PAGE

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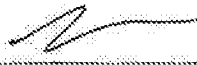
GUARANTORS:

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

By: 
Name: Steven Foster
Title: Manager

**LUCKY STRIKE CHICAGO, L.L.C.
LUCKY STRIKE DENVER, L.L.C.
LUCKY STRIKE HOLLYWOOD, L.L.C.
LUCKY STRIKE LOUISVILLE, L.L.C.
LUCKY STRIKE ORANGE, L.L.C.
LUCKY STRIKE SAN JOSE, L.L.C.
LUCKY STRIKE TORONTO, L.L.C.
LUCKY STRIKE PALISADES, L.L.C.
LUCKY STRIKE DEL AMO, L.L.C.
LUCKY STRIKE HOUSTON, L.L.C.
LUCKY STRIKE LOS ANGELES, L.L.C.
LUCKY STRIKE ORLANDO, L.L.C.
LUCKY STRIKE PHILADELPHIA, LLC
LUCKY STRIKE YORKTOWN, L.L.C.
LS WASHINGTON D.C., L.L.C.
LUCKY STRIKE JILLIAN'S, L.L.C.
LUCKY STRIKE NOVI, L.L.C.
LUCKY STRIKE KANSAS CITY, L.L.C.
LUCKY STRIKE MEADOWLANDS, L.L.C.
LUCKY STRIKE BELLEVUE, L.L.C.
LUCKY STRIKE SAN DIEGO, L.L.C.
LUCKY STRIKE MANHATTAN, L.L.C.
LUCKY STRIKE SCOTTSDALE, L.L.C.
LUCKY STRIKE MALL OF AMERICA, L.L.C.
LUCKY STRIKE SACRAMENTO, L.L.C.
LUCKY STRIKE FT. WORTH, L.L.C.
STAR LANES MANAGEMENT, L.L.C.**

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


By: 
Name: Steven Foster
Title: Manager

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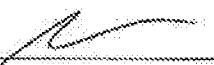
ASSIGNMENT AND ACCEPTANCE AGREEMENT
SIGNATURE PAGE

**TRADEMARK
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LUCKY STRIKE CHICAGO, INC.
LUCKY STRIKE DENVER, INC.
LUCKY STRIKE HOLLYWOOD, INC.
LUCKY STRIKE LOUISVILLE, INC.
LUCKY STRIKE ORANGE, INC.
LUCKY STRIKE SAN JOSE, INC.
LUCKY STRIKE ST. LOUIS, INC.
LUCKY STRIKE TORONTO, INC.
NYACK ENTERPRISES, INC.
LUCKY STRIKE LAKEWOOD, INC.
LUCKY STRIKE WASHINGTON D.C., LLC
JILLIAN'S BILLIARD CLUB, INC.
LUCKY STRIKE NOVI, INC.
LUCKY STRIKE KANSAS CITY, INC.
LUCKY STRIKE MEADOWLANDS, INC.
LUCKY STRIKE PITTSBURGH, INC.

By: 
Name: Steven Foster
Title: President

JILLIAN'S MASSACHUSETTS BUSINESS TRUST, a Massachusetts business trust

By: 
Name: Steven Foster
Title: Trustee

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ASSIGNMENT AND ACCEPTANCE AGREEMENT
SIGNATURE PAGE

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ANNEX I

to

ASSIGNMENT AND ACCEPTANCE AGREEMENT

1. Borrower: Lucky Strike Entertainment, Inc., a California corporation, and Lucky Strike Entertainment, L.L.C., a Delaware limited liability company.

2. Name and Date of Financing Agreement:

Financing Agreement, dated as of August 18, 2006, among the Borrower, each Subsidiary of the Borrower listed as a "Guarantor" on the signature pages thereto, the lenders that are from time to time parties thereto, and Ableco Finance LLC, a Delaware limited liability company, as collateral agent and administrative agent.

3. Date of Assignment Agreement: December 14, 2010

4. Assigned Amount of Revolving Loans:

5. Assigned Amount of Revolving Credit Commitment:

6. Purchase Price:

7. Settlement Date: December 14, 2010

8. Assignor's Wire Transfer Instructions:

Bank Name: The Bank of New York Mellon
ABA Number:
Account Name: CDO Wire
Account Number:
Sub-Account Name: Ableco Finance LLC Collection
Sub-Account Number:
Reference: Lucky Strike
Attention: Anoop Nair - 6150

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