

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, Inc.		12/14/2010	CORPORATION: CALIFORNIA
Lucky Strike Entertainment, L.L.C.		12/14/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 31

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
Serial Number:	77186740	LUCKY STRIKE LUXE
Serial Number:	77454928	LUCKY STRIKE LOUNGE
Serial Number:	77454930	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

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Serial Number:	77975155	LUCKY STRIKE
Registration Number:	3551742	LUCKY STRIKE
Serial Number:	77269619	LUCKY STRIKE
Registration Number:	3454895	MR. PIN
Serial Number:	77815814	STAR LANES
Serial Number:	77758895	HOLLYWOOD LANES
Serial Number:	77792508	STAY OUT OF THE GUTTER
Serial Number:	85046888	FEELING LUCKY
Serial Number:	85975010	FEELING LUCKY
Serial Number:	85168445	LUCKY STRIKE
Serial Number:	85165875	SLICE BAR
Serial Number:	85165871	SLICE HOUSE BAR
Serial Number:	85162903	SLICE HOUSE BOWL
Serial Number:	85153817	GET YOUR GAME ON
Serial Number:	85153757	POWER PLAY
Serial Number:	85130346	LUCKY STRIKE LANES PUB HOUSE BOWL
Serial Number:	85016363	PUB TEN
Serial Number:	85016359	PUB 10

CORRESPONDENCE DATA

Fax Number: (404)443-5697
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-443-5747
Email: lallen@mcguirewoods.com
Correspondent Name: Mike Parisi, Esq.
Address Line 1: McGuireWoods LLP
Address Line 2: 1170 Peachtree Street, N.E., Suite 2100
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2060238-0009
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	12/16/2010

Total Attachments: 11
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made as of this 14th day of December 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation ("GE Capital"), in its capacity as collateral agent for the Lender Group (together with its successors and assigns, if any, in such capacity "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Financing Agreement dated as of December 13, 2010 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Financing Agreement"), among **LUCKY STRIKE ENTERTAINMENT, L.L.C.**, a Delaware limited liability company ("Borrower"), **LUCKY STRIKE ENTERTAINMENT, INC.**, a California corporation ("Holdings"), each Subsidiary of Holdings listed as a "Guarantor" on the signature pages thereto, the lenders, from time to time, party thereto (each a "Lender" and collectively, the "Lenders"), the Collateral Agent, and GE Capital, 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 an "Agent" and collectively, the "Agents"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing 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 Amended and Restated 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");

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; and

WHEREAS, the Financing Agreement constitutes an amendment and restatement of the Original Financing Agreement (as defined in the Financing Agreement) and this Trademark Security Agreement is intended to be an amendment and restatement of the Trademark Security Agreement, dated as of August 18, 2006 (as amended, restated, supplemented, or otherwise modified from time to time, including all exhibits and schedules thereto, the "Original Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on August 18, 2006, at Reel 3373, Frame 0052, among the parties hereto that was entered into by such parties in connection with the Original Financing Agreement and such parties are entering into this Trademark Security Agreement for such purpose.

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 to amend and restate the Original Trademark Security Agreement as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Financing Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** 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 "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I 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. **SECURITY FOR OBLIGATIONS.** 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 any Agent, the Lender Group, 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. **SECURITY AGREEMENT.** 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. **AUTHORIZATION TO SUPPLEMENT.** 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 Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I 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. **COUNTERPARTS.** 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 Trademark Security Agreement or any other Loan 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.

7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan 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 any Agent include estimates honestly made by such Agent (in the case of quantitative determinations) and beliefs honestly held by such Agent (in the case of qualitative determinations). Any reference herein or in any other Loan 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 Loan 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.

8. **EFFECT OF AMENDMENT AND RESTATEMENT OF THIS TRADEMARK SECURITY AGREEMENT.** This Trademark Security Agreement supersedes and replaces the Original Trademark Security Agreement in its entirety; provided that, notwithstanding anything in this Trademark Security Agreement or any other Loan Document to the contrary, it is the intent of the parties hereto that this Trademark Security Agreement not constitute a novation of the obligations and liabilities of the Grantors existing under the Original Trademark Security Agreement or any of the security interests granted thereunder and nothing in this Trademark Security Agreement is intended to affect or impair the attachment, perfection, continuity of perfection or priority of the Collateral Agent's security interests in the Trademark Collateral.

[SIGNATURE PAGE FOLLOWS]

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,
INC.,**
a California corporation

By: _____
Name: *STEVEN FORTER*
Title: *President*

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

By: _____
Name: *STEVEN FORTER*
Title: *Manager*

COLLATERAL AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
a Delaware corporation

By: _____
Name:
Title: Its Duly Authorized Signatory

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 004434 FRAME: 0912

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,
INC.,**
a California corporation

By: _____
Name:
Title:

**LUCKY STRIKE ENTERTAINMENT,
LLC.,**
a Delaware limited liability company

By: _____
Name:
Title:

COLLATERAL AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
a Delaware corporation

By: Janani Sharma
Name: JANANI SHARMA
Title: Its Duly Authorized Signatory

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 004434 FRAME: 0913

SCHEDULE I
to
AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark Registrations/Applications

Lucky Strike Entertainment, L.L.C.	Lucky Strike	U.S.	Registration No. 3060821	February 21, 2006
Lucky Strike Entertainment, L.L.C.	X Lucky Strike Lanes	U.S.	Registration No. 3064076	February 28, 2006
Lucky Strike Entertainment, L.L.C.	X	U.S.	Registration No. 2889860	September 28, 2004
Lucky Strike Entertainment, L.L.C.	Lucky Strike	U.S.	Registration No. 0810755	July 5, 1966
Lucky Strike Entertainment, L.L.C.	Stay Out Of The Gutter	U.S.	Registration No. 3215516	March 6, 2007
Lucky Strike Entertainment, L.L.C.	Bowl With Soul	U.S.	Registration No. 3857154	October 5, 2010
Lucky Strike Entertainment, L.L.C.	Lucky Strike Luxe	U.S.	Application No. 77186740	May 22, 2007
Lucky Strike Entertainment, L.L.C.	Lucky Strike Lounge	U.S.	Application No. 77454928	April 22, 2008
Lucky Strike Entertainment, L.L.C.	Lucky Strike Lounge & Lanes	U.S.	Application No. 77454930	April 22, 2008

Lucky Strike Entertainment, L.L.C.	Lucky Strike Games	U.S.	Application No. 77461788	April 30, 2008
Lucky Strike Entertainment, L.L.C.	Lucky Strike Lanes & Lounge	U.S.	Registration No. 3667548	August 11, 2009
Lucky Strike Entertainment, L.L.C.	Lucky Strike	U.S.	Registration No. 3785552	May 4, 2010
Lucky Strike Entertainment, L.L.C.	Lucky Strike Entertainment	U.S.	Application No. 77975609	June 9, 2008
Lucky Strike Entertainment, L.L.C.	Lucky Strike	U.S.	Application No. 77975155	July 17, 2007
Lucky Strike Entertainment, L.L.C.	Lucky Strike	U.S.	Registration No. 3551742	December 23, 2008
Lucky Strike Entertainment, L.L.C.	Lucky Strike	U.S.	Application No. 77269619	August 31, 2007
Lucky Strike Entertainment, L.L.C.	Mr. Pin	U.S.	Registration No. 3454895	June 24, 2008
Lucky Strike Entertainment, L.L.C.	Star Lanes	U.S.	Application No. 77815814	August 29, 2009
Lucky Strike Entertainment, L.L.C.	Hollywood Lanes	U.S.	Application No. 77758895	June 12, 2009
Lucky Strike Entertainment, L.L.C.	Stay Out of The Gutter	U.S.	Application No. 77792508	July 29, 2009
Lucky Strike Entertainment, L.L.C.	Feeling Lucky	U.S.	Application No. 85046888	May 25, 2010

Lucky Strike Entertainment, L.L.C.	Feeling Lucky	U.S.	Application No. 85975010	May 25, 2010
Lucky Strike Entertainment, L.L.C.	Lucky Strike	U.S.	Application No. 85168445	November 3, 2010
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.	Get Your Game On	U.S.	Application No. 85153817	October 15, 2010
Lucky Strike Entertainment, L.L.C.	Power Play	U.S.	Application No. 85153757	October 15, 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	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	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 Games	China	Application No. 6733904	May 20, 2008
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, L.L.C.	LUCKY STRIKE	Mexico	Registration No. 921526	February 24, 2006
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
Lucky Strike Entertainment, L.L.C.	Lucky Strike Lanes	Canada	Registration No. TMA617050	August 19, 2004

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RECORDED: 12/16/2010

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