

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|-------------------------------------|
| AMF BOWLING WORLDWIDE, INC. | | 07/01/2013 | CORPORATION: DELAWARE |
| STRIKE HOLDINGS LLC | | 07/01/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| STRIKE CONSULTING, LLC | | 07/01/2013 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------------|
| Name: | CREDIT SUISSE AG, AS COLLATERAL AGENT |
| Street Address: | 11 Madison Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10010 |
| Entity Type: | BANK: SWITZERLAND |

PROPERTY NUMBERS Total: 43

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------|
| Registration Number: | 785142 | AMF |
| Registration Number: | 714104 | AMF |
| Registration Number: | 912787 | AMF |
| Registration Number: | 942646 | AMF |
| Registration Number: | 913754 | AMF |
| Registration Number: | 2286177 | AMF ALWAYS MEANS FUN |
| Registration Number: | 3041394 | AMF |
| Registration Number: | 3907307 | AMF |
| Registration Number: | 2703766 | AMF |
| Serial Number: | 85354286 | AMF GENUINE PARTS |
| Serial Number: | 85667675 | AMF KIDS FEST |

TRADEMARK

| | | |
|----------------------|----------|--|
| Registration Number: | 2879988 | AMF PINSPOTTER |
| Registration Number: | 4233982 | AMF SUMMER PASS |
| Registration Number: | 4234047 | AMF SUMMER UNPLUGGED TURN OFF THE TV. TU |
| Registration Number: | 2924302 | AMF THUNDER BOWL |
| Registration Number: | 3502402 | BOWL OUT |
| Registration Number: | 3235027 | GIO'S PIZZA |
| Registration Number: | 2195726 | SLUGGO'S |
| Registration Number: | 4343680 | STAY & PLAY |
| Registration Number: | 3399150 | STRIKINGLY DIFFERENT |
| Registration Number: | 2224594 | XTREME |
| Serial Number: | 85941908 | BOWLERO |
| Serial Number: | 85941904 | BOWLERO |
| Registration Number: | 1568877 | |
| Registration Number: | 4154210 | BOWLMOR LANES |
| Registration Number: | 4146619 | SHOULDN'T YOU BOWLMOR? |
| Registration Number: | 3028986 | STRIKE MIAMI |
| Registration Number: | 3235905 | SOPHISTICATED WHIMSY |
| Registration Number: | 2914654 | NIGHT STRIKE |
| Registration Number: | 2912702 | BECAUSE PRESSURE CHANGES EVERYTHING |
| Registration Number: | 2795001 | PRESSURE |
| Registration Number: | 2795000 | P PRESSURE |
| Registration Number: | 2862630 | STRIKE |
| Registration Number: | 2862629 | STRIKE BETHESDA |
| Registration Number: | 2797781 | BOWLMOR LANES |
| Registration Number: | 2797780 | BOWLMOR LANES |
| Registration Number: | 4139577 | THE GREAT AMERICAN BOWLING ALLEY |
| Registration Number: | 3625974 | STRIKE ORANGE COUNTY |
| Registration Number: | 3625953 | STRIKE CUPERTINO |
| Registration Number: | 3579942 | BOWLMOR |
| Registration Number: | 3229077 | EVENTVISION |
| Registration Number: | 3226702 | EVENT VISION |
| Registration Number: | 3226773 | LANEVISION |

CORRESPONDENCE DATA

Fax Number: 8668265420

TRADEMARK
REEL: 005106 FRAME: 0924

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

Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

| | |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | CRS1-38864 |
| NAME OF SUBMITTER: | Penelope J.A. Agodoa |
| Signature: | /pja/ |
| Date: | 09/08/2013 |

Total Attachments: 11
source=38864#page1.tif
source=38864#page2.tif
source=38864#page3.tif
source=38864#page4.tif
source=38864#page5.tif
source=38864#page6.tif
source=38864#page7.tif
source=38864#page8.tif
source=38864#page9.tif
source=38864#page10.tif
source=38864#page11.tif

ADDITIONAL NAMES OF CONVEYING PARTIES:

STRIKE HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY
STRIKE CONSULTING, LLC, A DELAWARE LIMITED LIABILITY COMPANY

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of July 1, 2013 (this "**Agreement**"), between AMF Bowling Worldwide, Inc., Strike Holdings, LLC and Strike Consulting, LLC (together, the "**Grantors**") and CREDIT SUISSE AG ("**Credit Suisse**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Second Lien Guarantee and Collateral Agreement dated as of July 1, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**") among Bowlmor AMF Corp. (the "**Borrower**"), the Subsidiary Guarantors from time to time party thereto, Credit Suisse as Control Agent and Credit Suisse as Collateral Agent and (b) the Second Lien Credit Agreement dated as of July 1, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, the Lenders from time to time party thereto and Credit Suisse, as Administrative Agent and as Issuing Lender. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

(a) SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Finance Obligations, the Grantors hereby assign and pledge to the Collateral Agent, its permitted successors and assigns, for the ratable benefit of the Finance Parties, and hereby grant to the Collateral Agent, its permitted successors and assigns, for the ratable benefit of the Finance Parties, a security interest in, all of its right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which the Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

- (a) all United States trademark registrations and applications set forth on Schedule I attached hereto (the "**Trademarks**");
- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill,

but excluding any intent-to-use trademark application prior to the filing of, and acceptance of, a "Statement of Use" or "Amendment to Allege Use" with the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in

which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement, in accordance with its terms, following a written request therefor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors (at the Grantors' sole expense) an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording (or authorizing the Grantors to file and record) the release and/or termination of the grant and its security interest granted thereunder or under the Guarantee and Collateral Agreement in the Copyright Collateral with the United States Copyright Office.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

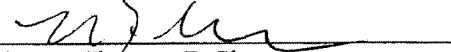
SECTION 6. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AMF BOWLING WORLDWIDE, INC.,

By:

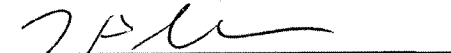


Name: Thomas F. Shannon

Title: Chief Executive Officer and
President

STRIKE HOLDINGS, LLC,

By:

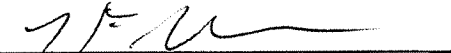


Name: Thomas F. Shannon

Title: Chief Executive Officer and
President

STRIKE CONSULTING, LLC,

By:



Name: Thomas F. Shannon

Title: Chief Executive Officer and
President

[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005106 FRAME: 0929

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by 

Name: Christopher Day
Title: Authorized Signatory

by

Name: Michael Spaight
Title: Authorized Signatory

[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005106 FRAME: 0930

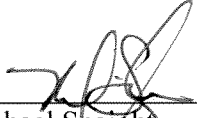
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by

Name: Christopher Day
Title: Authorized Signatory

by



Name: Michael Spaight
Title: Authorized Signatory

[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005106 FRAME: 0931

Schedule I

| Jurisdiction | Owner | Trademark | App. No. | Reg. No. | Status | Filing Date | Reg. Date |
|--------------|-----------------------------|-----------------------------------|------------|-----------|------------|-------------|------------|
| U.S. | AMF Bowling Worldwide, Inc. | AMF | 72/180,820 | 785,142 | Registered | 11/12/1963 | 2/16/1965 |
| U.S. | AMF Bowling Worldwide, Inc. | AMF | 72/096,824 | 714,104 | Registered | 5/11/1960 | 4/18/1961 |
| U.S. | AMF Bowling Worldwide, Inc. | AMF | 72/344,657 | 912,787 | Registered | 11/26/1969 | 6/8/1971 |
| U.S. | AMF Bowling Worldwide, Inc. | AMF | 72/342,005 | 942,646 | Registered | 10/29/1969 | 9/12/1972 |
| U.S. | AMF Bowling Worldwide, Inc. | AMF | 72/341,772 | 913,754 | Registered | 10/27/1969 | 6/8/1971 |
| U.S. | AMF Bowling Worldwide, Inc. | AMF ALWAYS MEANS FUN | 75/324,568 | 2,286,177 | Registered | 7 /15/1997 | 10/12/1999 |
| U.S. | AMF Bowling Worldwide, Inc. | AMF and Triangle design | 78/521,522 | 3,041,394 | Registered | 11/23/2004 | 1/10/2006 |
| U.S. | AMF Bowling Worldwide, Inc. | AMF and Triangle Design | 85/046,971 | 3,907,307 | Registered | 5/25/2010 | 1/18/2011 |
| U.S. | AMF Bowling Worldwide, Inc. | AMF CLASSIC with Pinsplash design | 76/253,754 | 2,703,766 | Registered | 5/8/2001 | 4/8 /2003 |
| U.S. | AMF Bowling Worldwide, Inc. | AMF GENUINE PARTS (Logo) | 85/354,286 | n/a | Pending | 6/23/2011 | n/a |
| U.S. | AMF Bowling Worldwide, Inc. | AMF KIDS FEST and design | 85/667,675 | n/a | Pending | 7/3/2012 | n/a |
| U.S. | AMF Bowling Worldwide, Inc. | AMF PINSPOTTER | 76/395,174 | 2,879,988 | Registered | 4/12/2002 | 8/31/2004 |
| U.S. | AMF Bowling Worldwide, Inc. | AMF SUMMER PASS (Logo) | 85/581,076 | 4,233,982 | Registered | 3/27/2012 | 10/30/2012 |

| Jurisdiction | Owner | Trademark | App. No. | Reg. No. | Status | Filing Date | Reg. Date |
|-------------------------------|-----------------------------|--|------------|-----------|-------------------------|-------------|------------|
| U.S. | AMF Bowling Worldwide, Inc. | AMF SUMMER UNPLUGGED Logo (2012 Version) | 85/582,031 | 4,234,047 | Registered | 3/28/2012 | 10/30/2012 |
| U.S. | AMF Bowling Worldwide, Inc. | AMF THUNDER BOWL | 78/254,116 | 2,924,302 | Registered | 5/24/2003 | 2/1/2005 |
| U.S. | AMF Bowling Worldwide, Inc. | BOWL OUT | 77/149,702 | 3,502,402 | Registered | 4/5/2007 | 9/16/2008 |
| U.S. | AMF Bowling Worldwide, Inc. | GIO'S PIZZA and Design | 78/662,377 | 3,235,027 | Registered | 7/1/2005 | 4/24/2007 |
| U.S. | AMF Bowling Worldwide, Inc. | SLUGGO'S and design | 75/350,348 | 2,195,726 | Registered | 9/2/1997 | 10/13/1998 |
| U.S. | AMF Bowling Worldwide, Inc. | STAY AND PLAY | 85/560,514 | 4,343,680 | Registered | 3/5/2012 | 5/28/2013 |
| U.S. | AMF Bowling Worldwide, Inc. | STRIKINGLY DIFFERENT | 77/084,782 | 3,399,150 | Registered | 1/17/2007 | 3/18/2008 |
| U.S. | AMF Bowling Worldwide, Inc. | XTREME | 75/125,607 | 2,224,594 | Registered | 6/26/1996 | 2/16/1999 |
| U.S. | AMF Bowling Worldwide, Inc. | BOWLERO | 85/941,908 | n/a | Pending (intent-to-use) | 5/24/2013 | n/a |
| U.S. | AMF Bowling Worldwide, Inc. | BOWLERO | 85/941,904 | n/a | Pending (intent-to-use) | 5/24/2013 | n/a |
| U.S. | AMF Bowling Worldwide, Inc. | Bowling Pin/Bowling Ball Design | 73/774,050 | 1,568,877 | Registered | 1/9/1989 | 11/28/1989 |
| Virginia (State Registration) | AMF Bowling Worldwide, Inc. | HANOVER LANES | | 1531 | Registered | | 11/14/1995 |
| U.S. | Strike Holdings LLC | BOWLMOR LANES (stylized) | 85/482,606 | 4,154,210 | Registered | 11/29/2011 | 6/5/2012 |

| Jurisdiction | Owner | Trademark | App. No. | Reg. No. | Status | Filing Date | Reg. Date |
|--------------|------------------------|--------------------------------------|------------|-----------|------------|-------------|------------|
| U.S. | Strike Holdings LLC | SHOULDN'T YOU BOWLMOR? | 85/438,167 | 4,146,619 | Registered | 10/3/2011 | 5/22/2012 |
| U.S. | Strike Holdings LLC | STRIKE MIAMI Design | 78/536,636 | 3,028,986 | Registered | 12/21/2004 | 12/13/2005 |
| U.S. | Strike Holdings LLC | SOPHISTICA TED WHIMSY | 78/592,040 | 3,235,905 | Registered | 3/22/2005 | 5/1/2007 |
| U.S. | Strike Holdings LLC | NIGHT STRIKE | 78/334,951 | 2,914,654 | Registered | 12/2/2003 | 12/28/2004 |
| U.S. | Strike Holdings LLC | BECAUSE PRESSURE CHANGES EVERYTHIN G | 78/210,327 | 2,912,702 | Registered | 2/3/2003 | 12/21/2004 |
| U.S. | Strike Holdings LLC | PRESSURE | 78/210,322 | 2,795,001 | Registered | 2/3/2003 | 12/16/2003 |
| U.S. | Strike Holdings LLC | P PRESSURE (stylized) | 78/210,319 | 2,795,000 | Registered | 2/3/2003 | 12/16/2003 |
| U.S. | Strike Holdings LLC | STRIKE & Design | 78/210,309 | 2,862,630 | Registered | 2/3/2003 | 7/13/2004 |
| U.S. | Strike Holdings LLC | STRIKE BETHESDA & Design | 78/210,304 | 2,862,629 | Registered | 2/3/2003 | 7/13/2004 |
| U.S. | Strike Holdings LLC | BOWLMOR LANES (stylized) | 78/210,226 | 2,797,781 | Registered | 2/3/2003 | 12/23/2003 |
| U.S. | Strike Holdings LLC | BOWLMOR LANES | 78/210,218 | 2,797,780 | Registered | 2/3/2003 | 12/23/2003 |
| U.S. | Strike Holdings LLC | THE GREAT AMERICAN BOWLING ALLEY | 77/968,731 | 4,139,577 | Registered | 3/25/2010 | 5/8/2012 |
| U.S. | Strike Holdings LLC | STRIKE ORANGE COUNTY (stylized) | 77/527,960 | 3,625,974 | Registered | 7/22/2008 | 5/26/2009 |
| U.S. | Strike Holdings LLC | STRIKE CUPERTINO (stylized) | 77/523,137 | 3,625,953 | Registered | 7/16/2008 | 5/26/2009 |
| U.S. | Strike Holdings LLC | BOWLMOR (stylized) | 77/523,135 | 3,579,942 | Registered | 7/16/2008 | 2/24/2009 |
| U.S. | Strike Consulting, LLC | EVENTVISIO N | 78/570,555 | 3,229,077 | Registered | 2/18/2005 | 04/17/2007 |

| Jurisdiction | Owner | Trademark | App. No. | Reg. No. | Status | Filing Date | Reg. Date |
|--------------|------------------------|-------------------------|------------|-----------|------------|-------------|------------|
| U.S. | Strike Consulting, LLC | EVENTVISIO N and design | 78/570,554 | 3,226,702 | Registered | 2/18/2005 | 04/10/2007 |
| U.S. | Strike Consulting, LLC | LANEVISION | 78/657,325 | 3,226,773 | Registered | 2/18/2005 | 04/10/2007 |

[[3416871]]