

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMF BOWLING WORLDWIDE, INC.		09/18/2014	CORPORATION: DELAWARE
STRIKE HOLDINGS LLC		09/18/2014	LIMITED LIABILITY COMPANY: DELAWARE
LEISERV, LLC		09/18/2014	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: 45			
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	
Registration Number:	4576240	AMF GENUINE PARTS	
Registration Number:	4459812	AMF KIDS FEST	
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	
TRADEMARK			

OP \$1140.00 785142

Property Type	Number	Word Mark
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
Registration Number:	4462437	BOWLERO
Registration Number:	1568877	
Serial Number:	86038268	PINNY'S
Serial Number:	86055967	TOMMY TEN PIN
Registration Number:	4154210	BOWLMOR LANES
Registration Number:	4146619	SHOULDN'T YOU BOWLMOR?
Registration Number:	3028986	STRIKE MIAMI
Registration Number:	2914654	NIGHT STRIKE
Registration Number:	2912702	BECAUSE PRESSURE CHANGES EVERYTHING
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:	3893623	STUDENT BALL PASS
Registration Number:	4210782	STRIKERZ BAR & GRILL
Registration Number:	4122754	MOONLIGHT MADNESS
Registration Number:	2346910	U.S. PLAY
Serial Number:	85928433	TAVERN '45
Serial Number:	86070379	URBAN MISSION

CORRESPONDENCE DATA

Fax Number: 8668265420

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: 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

TRADEMARK

REEL: 005398 FRAME: 0566

ATTORNEY DOCKET NUMBER:	CRS1-39812
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	11/10/2014

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT dated as of September 18, 2014, (this “*Agreement*”), between AMF BOWLING WORLDWIDE, INC., a Delaware corporation, STRIKE HOLDINGS LLC, a Delaware limited liability company, and LEISERV, LLC, a Delaware limited liability company (each, a “*Grantor*” and collectively, the “*Grantors*”), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (“*Credit Suisse*”), as collateral agent (in such capacity, the “*Collateral Agent*”).

Reference is made to (a) the Guarantee and Collateral Agreement dated as of September 18, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among Holdings, the Borrower, the Guarantors from time to time party thereto, Credit Suisse as Control Agent and Collateral Agent and (b) the Credit Agreement dated as of September 18, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among AMF Bowling Centers, Inc. (the “*Borrower*”), Bowlmor AMF Corp., 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:

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, each of their respective 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*”):

- i. all United States trademark registrations and applications set forth on Schedule I attached hereto (the “*Trademarks*”); and
- ii. all goodwill associated with or symbolized by the Trademarks; and

iii. 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 promptly 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 Trademark Collateral with the United States Patent and Trademark Office.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

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

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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:

Title: Thomas Shannon, President

STRIKE HOLDINGS LLC,

By: 

Name:

Title: Thomas Shannon, President

LEISERV, LLC,

By: 

Name:

Title: Thomas Shannon, President

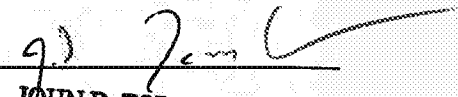
[Signature Page – Trademark Security Agreement]

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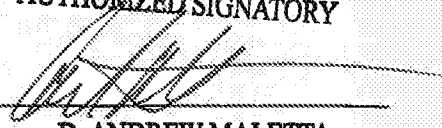
TRADEMARK
REEL: 005398 FRAME: 0570

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

by


Name: JOHN D. TORONTO
Title: AUTHORIZED SIGNATORY

by


Name: D. ANDREW MALETTA
Title: AUTHORIZED SIGNATORY

[Signature Page – Trademark Security Agreement]

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TRADEMARK
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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	74/709,676	2,013,389 ¹	Registered	8/1/1995	11/5/1996
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	4576240	Registered	6/23/2011	7/29/2014
U.S.	AMF Bowling Worldwide, Inc.	AMF KIDS FEST and design	85/667,675	4459812	Registered	7/3/2012	12/31/2013
U.S.	AMF Bowling Worldwide, Inc.	AMF PINSPOTTER	76/395,174	2,879,988	Registered	4/12/2002	8/31/2004

¹ Trademark Number 2,013,389 is subject to a registered license in favor of Sportcraft, Ltd. and will be excluded from the Collateral.

Jurisdiction	Owner	Trademark	App. No.	Reg. No.	Status	Filing Date	Reg. Date
U.S.	AMF Bowling Worldwide, Inc.	AMF SUMMER PASS (Logo)	85/581,076	4233982	Registered	3/27/2012	10/30/2012
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.	XTRME	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	4462437	Registered	5/24/2013	1/7/2014
Virginia (State Registration)	AMF Bowling Worldwide, Inc.	HANOVER LANES	n/a	1531	Registered	n/a	11/14/1995
U.S.	AMF Bowling Worldwide, Inc.	Bowling Pin/Bowling Ball Design	73/774,050	1,568,877	Registered	1/9/1989	11/28/1989
U.S.	AMF Bowling Worldwide, Inc.	PINNY	86/038268	n/a	Pending	8/14/2013	n/a
U.S.	AMF Bowling Worldwide, Inc.	Tommy Ten Pin	86/055967	n/a	Pending	9/4/2013	n/a
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	NIGHT STRIKE	78/334,951	2,914,654	Registered	12/2/2003	12/28/2004
U.S.	Strike Holdings LLC	BECAUSE PRESSURE CHANGES EVERYTHING	78/210,327	2,912,702	Registered	2/3/2003	12/21/2004
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.	Leiserv, LLC	STUDENT BALL PASS	85/030,678	3,893,623	Registered	5/5/2010	12/21/2010

Jurisdiction	Owner	Trademark	App. No.	Reg. No.	Status	Filing Date	Reg. Date
U.S.	Leiserv, LLC	STRIKERZ BAR & GRILL LOGO	85/212,164	4,210,782	Registered	1/6/2011	9/18/2012
U.S.	Leiserv, LLC	MOONLIGHT MADNESS	85/210,608	4,122,754	Registered	1/5/2011	4/3/2012
U.S.	Leiserv, LLC	U.S. PLAY	75/652,780	2,346,910	Registered	3/8/1999	5/2/2000
U.S.	Leiserv, LLC	TAVERN '45	85/928,433	N/A	Pending	5/10/2013	n/a
U.S.	Leiserv, LLC	URBAN MISSION	86/070,379	N/A	Pending	9/20/2013	n/a