

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606512

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMF Bowling Worldwide, Inc.		09/25/2020	Corporation: DELAWARE
Leiserv, LLC		09/25/2020	Limited Liability Company: DELAWARE
Strike Holdings LLC		09/25/2020	Limited Liability Company: DELAWARE
Bowlero Ann Arbor, LLC		09/25/2020	Limited Liability Company: MICHIGAN
Bowlero Sports and Entertainment Holdings, LLC		09/25/2020	Limited Liability Company: DELAWARE
Bowlero Tukwila, LLC		09/25/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	National Banking Association: NEW YORK

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	714104	AMF
Registration Number:	912787	AMF
Registration Number:	942646	AMF
Registration Number:	913754	AMF
Registration Number:	5049816	AMF
Registration Number:	2286177	AMF ALWAYS MEANS FUN
Registration Number:	3041394	AMF
Registration Number:	3907307	AMF
Registration Number:	2013389	AMF
Registration Number:	2703766	AMF
Registration Number:	4576240	AMF GENUINE PARTS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4449182	AMF GENUINE PARTS
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:	5324600	BALLIN'
Registration Number:	4708854	BOWLERO
Registration Number:	4462437	BOWLERO
Registration Number:	5287947	JINGLE BOWL
Registration Number:	4653874	PINNY'S
Registration Number:	5078485	PINSIDERS
Registration Number:	5075157	REBOOT
Registration Number:	3399150	STRIKINGLY DIFFERENT
Registration Number:	4682660	TOMMY TEN PIN
Registration Number:	785142	AMF
Registration Number:	2195726	SLUGGO'S
Registration Number:	2224594	XTREME
Registration Number:	3893623	STUDENT BALL PASS
Registration Number:	4664407	TAVERN '45
Registration Number:	2346910	U.S. PLAY
Registration Number:	4739887	URBAN MISSION
Registration Number:	0982062	
Registration Number:	2797780	BOWLMOR LANES
Registration Number:	2797781	BOWLMOR LANES
Registration Number:	4154210	BOWLMOR LANES
Registration Number:	2914654	NIGHT STRIKE
Registration Number:	4146619	SHOULDN'T YOU BOWLMOR?
Registration Number:	2862629	STRIKE BETHESDA
Registration Number:	4139577	THE GREAT AMERICAN BOWLING ALLEY
Registration Number:	5567279	BE BOWLED
Registration Number:	5671362	BOWLERO CORPORATION
Registration Number:	6056615	PAPA ROSSI'S
Registration Number:	5167273	REVEL & ROLL
Registration Number:	4637741	BROOKLYN JW STYLES
Registration Number:	4614422	DALLAS STRIKERS TO
Registration Number:	4637735	DETROIT MOTOWN THE BUS 36 MUSCLE
Registration Number:	4614421	JACK RABBITS PITTSBURGH
Registration Number:	4614424	LOS ANGELES LXA CP
Registration Number:	2983771	PBA

Property Type	Number	Word Mark
Registration Number:	0846434	PBA
Registration Number:	3314078	PBA EST 1958 PROFESSIONAL BOWLERS ASSOCI
Registration Number:	4030283	PBA WORLD SERIES OF BOWLING
Registration Number:	4614425	PHILADELPHIA HITMEN
Registration Number:	1237619	PROFESSIONAL BOWLERS ASSOCIATION
Registration Number:	3238599	PROFESSIONAL BOWLERS ASSOCIATION
Registration Number:	2641049	PROFESSIONAL BOWLERS ASSOCIATION
Registration Number:	4637734	SILVER LAKE ATOM SPLITTERS
Registration Number:	3843774	XTRA FRAME
Registration Number:	3542915	ACME BOWLING BILLIARDS EVENTS
Serial Number:	88646257	ARCADIUM
Serial Number:	88744626	ARCADIUM
Serial Number:	88584818	BOWLERO

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.

Phone: 2128598000

Email: teas@friedfrank.com

Correspondent Name: Max Goodman c/o Fried Frank

Address Line 1: One New York Plaza

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	10940-192
NAME OF SUBMITTER:	Max Goodman
SIGNATURE:	/Max Goodman/
DATE SIGNED:	11/03/2020

Total Attachments: 11

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT is entered into as of September 25, 2020, (this “**Agreement**”), among AMF Bowling Worldwide, INC., Leiserv, LLC, Strike Holdings LLC, Bowlero Ann Arbor, LLC, Bowlero Sports and Entertainment Holdings, LLC and Bowlero Tukwila, LLC (each, a “**Grantor**”) and JPMorgan Chase Bank, N.A. (“**JPM**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of September 25, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The First Lien Lenders (as defined below) have extended credit to Kingpin Intermediate Holdings LLC, a Delaware limited liability company (the “**Borrower**”) subject to the terms and conditions set forth in that certain First Lien Credit Agreement dated as of September 25, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**First Lien Credit Agreement**”), by and among Borrower, Bowlero Corp., a Delaware corporation (“**Holdings**”), the lenders from time to time party thereto (collectively, the “**First Lien Lenders**”) and JPM, in its capacities as administrative agent for the First Lien Lenders and collateral agent for the Secured Parties. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) of the Security Agreement, 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 Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements, dilutions or violations of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (E) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

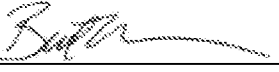
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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: Brett I. Parker
Title: Chief Financial Officer

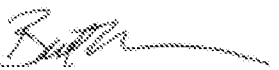
LEISERV, LLC

By: 
Name: Brett I. Parker
Title: Chief Financial Officer

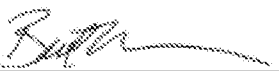
STRIKE HOLDINGS LLC

By: 
Name: Brett I. Parker
Title: Chief Financial Officer

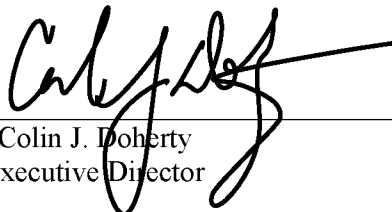
BOWLERO ANN ARBOR, LLC

By: 
Name: Brett I. Parker
Title: Chief Financial Officer

BOWLERO SPORTS AND ENTERTAINMENT
HOLDINGS, LLC

By: 
Name: Brett I. Parker
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Colin J. Doherty
Title: Executive Director

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
AMF Bowling Worldwide, Inc.	714,104	AMF
AMF Bowling Worldwide, Inc.	912,787	AMF
AMF Bowling Worldwide, Inc.	942,646	AMF
AMF Bowling Worldwide, Inc.	913,754	AMF
AMF Bowling Worldwide, Inc.	5049816	AMF
AMF Bowling Worldwide, Inc.	2,286,177	AMF Always Means Fun
AMF Bowling Worldwide, Inc.	3,041,394	AMF and Triangle Design
AMF Bowling Worldwide, Inc.	3,907,307	AMF and Triangle Design
AMF Bowling Worldwide, Inc.	2,013,389	AMF and Triangle Design
AMF Bowling Worldwide, Inc.	2,703,766	AMF CLASSIC with Pinsplash Design
AMF Bowling Worldwide, Inc.	4576240	AMF Genuine Parts (Logo)
AMF Bowling Worldwide, Inc.	4,449,182	AMF Genuine Parts (Logo)
AMF Bowling Worldwide, Inc.	4,233,982	AMF Summer Pass and Design
AMF Bowling Worldwide, Inc.	4,234,047	AMF Summer Unplugged Turn Off the TV. Turn on the Free Fun and Design
AMF Bowling Worldwide, Inc.	2,924,302	AMF Thunder Bowl
AMF Bowling Worldwide, Inc.	5,324,600	Ballin'
AMF Bowling Worldwide, Inc.	4708854	Bowlero
AMF Bowling Worldwide, Inc.	4,462,437	Bowlero
AMF Bowling Worldwide, Inc.	5,287,947	Jingle Bowl
AMF Bowling Worldwide, Inc.	4653874	Pinny
AMF Bowling Worldwide, Inc.	5078485	Pinsiders
AMF Bowling Worldwide, Inc.	5075157	Reboot
AMF Bowling Worldwide, Inc.	3,399,150	Strikingly Different
AMF Bowling Worldwide, Inc.	4682660	Tommy Ten Pin
AMF Bowling Worldwide, Inc.	785,142	AMF
AF Bowling Worldwide, Inc.	2,195,726	Sluggo's
AMF Bowling Worldwide, Inc.	2,224,594	Xtreme
Leiserv, LLC	3893623	Student Ball Pass
Leiserv, LLC	4664407	Tavern '45
Leiserv, LLC	2346910	U.S. Play
Leiserv, LLC	4,739,887	Urban Mission
Leiserv, LLC	0,982,062	Bowler (logo)
Strike Holdings LLC	2,797,780	Bowlmor Lanes
Strike Holdings LLC	2,797,781	Bowlmor Lanes (stylized)
Strike Holdings LLC	4,154,210	Bowlmor Lanes and Design
Strike Holdings LLC	2,914,654	Night Strike
Strike Holdings LLC	4,146,619	Shouldn't You Bowlmor?
Strike Holdings LLC	2,862,629	Strike Bethesda and Design
Strike Holdings LLC	4,139,577	The Great American Bowling Alley
AMF Bowling Worldwide, Inc.	5,567,279	BE BOWLED
AMF Bowling Worldwide, Inc.	5,671,362	BOWLERO CORPORATION

Schedule I

AMF Bowling Worldwide, Inc.	6,056,615	Logo
Bowlero Ann Arbor, LLC	5,167,273	PAPA ROSSI'S
Bowlero Sports and Entertainment Holdings, LLC	4,637,741	REVEL & ROLL
Bowlero Sports and Entertainment Holdings, LLC	4,614,422	BROOKLYN JW STYLES (Logo)
Bowlero Sports and Entertainment Holdings, LLC	4,637,735	DALLAS STRIKERS TO (Logo)
Bowlero Sports and Entertainment Holdings, LLC	4,614,421	DETROIT MOTOWN THE BUS 36 MUSCLE (Logo)
Bowlero Sports and Entertainment Holdings, LLC	4,614,424	JACK RABBITS PITTSBURGH (Logo)
Bowlero Sports and Entertainment Holdings, LLC	2,983,771	LOS ANGELES LXA CP (Logo)
Bowlero Sports and Entertainment Holdings, LLC	0846434	PBA
Bowlero Sports and Entertainment Holdings, LLC	3,314,078	PBA (Stylized)
Bowlero Sports and Entertainment Holdings, LLC	4,030,283	PBA EST 1958
Bowlero Sports and Entertainment Holdings, LLC	4,614,425	PROFESSIONAL BOWLERS ASSOCIATION (Logo)
Bowlero Sports and Entertainment Holdings, LLC	1,237,619	PBA WORLD SERIES OF BOWLING
Bowlero Sports and Entertainment Holdings, LLC	3,238,599	PHILADELPHIA HITMEN (Logo)
Bowlero Sports and Entertainment Holdings, LLC	2,641,049	PROFESSIONAL BOWLERS ASSOCIATION
Bowlero Sports and Entertainment Holdings, LLC	4,637,734	PROFESSIONAL BOWLERS ASSOCIATION
Bowlero Sports and Entertainment Holdings, LLC	3,843,774	PROFESSIONAL BOWLERS ASSOCIATION (Stylized)
Bowlero Tkwila, LLC	3,542,915	SILVER LAKE ATOM SPLITTERS (Logo)
		XTRA FRAME
		ACME BOWLING BILLIARDS EVENTS (Logo)

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
AMF Bowling Worldwide, Inc.	88/646,257	ARCADIUM
AMF Bowling Worldwide, Inc.	88/744,626	ARCADIUM
AMF Bowling Worldwide, Inc.	88/584,818	Bowlero

Schedule I

EXHIBIT A

FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of [●][●], 20[●] (this “**Trademark Security Agreement Supplement**”), among [●] ([each, a][the] “Grantor”) and JPMorgan Chase Bank, N.A. (“JPM”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of September [●], 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The First Lien Lenders (as defined below) have extended credit to Kingpin Intermediate Holdings LLC, a Delaware limited liability company (the “**Borrower**”) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of September [●], 2020 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**First Lien Credit Agreement**”), by and among, the Borrower, Bowlero Corp., a Delaware corporation (“**Holdings**”), the lenders from time to time party thereto (collectively, the “**First Lien Lenders**”) and JPM, in its capacities as the swingline lender and as administrative agent for the First Lien Lenders and collateral agent for the Secured Parties. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement, the [Grantor][Grantors] and the Collateral Agent have entered into that certain First Lien Trademark Security Agreement, dated as of September [●], 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Trademark Security Agreement**”). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, [each][the] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the [such][the] Grantor and regardless of where located (collectively, the “**Additional Trademark Collateral**”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by such Trademark registrations and registration applications;
- C. all assets, rights and interests that uniquely reflect or embody such Trademark registrations and registration applications;

Exhibit A

D. the right to sue third parties for past, present and future infringements, dilutions or violations of such Trademark registrations and registration applications; and

E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (E) above, this Trademark Security Agreement Supplement shall not constitute a grant of a security interest in any Excluded Assets, including any "intent-to-use" Trademark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

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 Security Agreement. **[Each][The]** Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security 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 Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

Exhibit A

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

[●]

By: _____

Name: [●]

Title: [●]

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____

Name:

Title:

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
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TRADEMARKS APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
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Exhibit A

#93608414v7

RECORDED: 11/03/2020

TRADEMARK
REEL: 007093 FRAME: 0993