

3124/02

04-12-2002

Form PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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To the Honorable Commissione.

102052551

attached original documents or copy thereof.

1. Name of conveying party(ies):

AMF Bowling Products, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Grant of Patent Security Interest

Execution Date: February 28, 2002

2. Name and address of receiving party(ies)

Name: Bankers Trust Company, as Administrative

Agent

Internal Address: _____

Street Address: 31 West 52nd Street

City: New York State: NY Zip: 10019

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s): 09/427,193; 09/591,345;
60/298,597; and 60/348,411

B. Patent No.(s): 4,510,642; 4,887,813; D 335,037;
D 351,888; 4,856,138; 4,900,024; 4,962,565; 4,920,604;
4,959,884, D 366,510; 5,238,242; 5,173,016; 5,274,871;
5,243,728 – Please see attached Schedule A to the Grant
of Patent Security Interest for additional patent
numbers.

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name Melissa L. Clemens, Esq.

Internal Address: _____

Street Address: O'MELVENY & MYERS LLP

400 South Hope Street

City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and patents involved: 44

7. Total fee (37 CFR 3.41).....\$1,760

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Melissa L. Clemens

Name of Person Signing

Melissa L. Clemens

Signature

March 28, 2002

Date

04/11/2002 DBYRNE 00000257 09427193

01 FC:581

Total number of pages including cover sheet, attachments and documents: 1760-04-00

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

LA1:963854.1

PATENT
REEL: 012775 FRAME: 0126

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

Patents Issued:

<u>Owner</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention</u>
AMF Bowling Products, Inc.	4,510,642	04/16/85	Combination Bowling Lane Stripper and Duster
AMF Bowling Products, Inc.	4,887,813	12/19/89	Bowling Scoring Display System
AMF Bowling Products, Inc.	D 335,037	04/27/93	Chair for Bowling Alley
AMF Bowling Products, Inc.	D 351,888	10/25/94	Bowling Alley Bounce Board
AMF Bowling Products, Inc.	4,856,138	08/15/89	Bowling Lane Vacuum with Floating Head
AMF Bowling Products, Inc.	4,900,024	02/13/90	Bowling Alley Bumper System
AMF Bowling Products, Inc.	4,962,565	10/16/90	Automatic Vacuum Bowling Lane Stripper
AMF Bowling Products, Inc.	4,920,604	05/01/90	Automatic Vacuum Bowling Lane Stripper
AMF Bowling Products, Inc.	4,959,884	10/02/90	Combination Bowling Lane Stripper and Dressing Apparatus
AMF Bowling Products, Inc.	D 366,510	01/23/96	Bowling Pin Storage Bin for a Pin Delivery Mechanism
AMF Bowling Products, Inc.	5,238,242	08/24/93	Modular Bowling Alley Pit Assembly
AMF Bowling Products, Inc.	5,173,016	12/22/92	Apparatus and Method for Forming Finger and Thumb Holes in Bowling Balls
AMF Bowling Products, Inc.	5,274,871	01/04/94	Multiple Tanks for Applying Lane Dressing to Transfer Roller for Bowling Lane Dressing Apparatus
AMF Bowling Products, Inc.	5,243,728	09/14/93	Multiple Independent Variable Speed Transfer Rollers for Bowling Lane Dressing Apparatus

<u>Owner</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention</u>
AMF Bowling Products, Inc.	5,207,422	05/04/93	Bowling Alley Bumper System
AMF Bowling Products, Inc.	5,405,295	04/11/95	Bowling Alley Bumper System
AMF Bowling Products, Inc.	5,330,412	07/19/94	Bowling Alley Pit Assembly and Bounce Board
AMF Bowling Products, Inc.	5,358,448	10/25/94	Bumper Bowling Game and Erratically Rollable Weighted Bowling Ball
AMF Bowling Products, Inc.	D 412,415	08/03/99	Table
AMF Bowling Products, Inc.	RE 35,232	05/07/96	Bowling Alley Bumper System
AMF Bowling Products, Inc.	D 414,434	09/28/99	Bowling Terminal with CRT (Console)
AMF Bowling Products, Inc.	D 416,208	11/09/99	Bowling Alley Console
AMF Bowling Products, Inc.	D 416,600	11/16/99	Ball Return and Storage Rack
AMF Bowling Products, Inc.	5,466,193	11/14/95	T-Shaped Foul Line Construction Joining Lane Sections
AMF Bowling Products, Inc.	5,417,616	05/23/95	Spring Biased Bumper Bowling System
AMF Bowling Products, Inc.	D 427,802	07/11/00	Bowling Ball Rack and Table
AMF Bowling Products, Inc.	5,439,418	08/08/95	Molded Distributor Receiver and Pin Storage Magazine
AMF Bowling Products, Inc.	5,641,538	07/24/97	Apparatus for Selectively Metering Dressing Onto a Bowling Lane Surface
AMF Bowling Products, Inc.	5,629,049	05/13/97	Apparatus for Selectively Metering Dressing onto a Bowling Lane Surface
AMF Bowling Products, Inc.	5,679,162	10/21/97	Apparatus for Selectively Metering Dressing onto a Bowling Lane Surface
AMF Bowling Products, Inc.	5,630,761	05/20/97	Bowling Ball Return Mechanism
AMF Bowling Products, Inc.	5,624,322	04/29/97	Bowling Alley Return and Storage Rack

Schedule A-2

Grant of Patent
Security Interest

NY1:847999.1

PATENT
REEL: 012775 FRAME: 0128

<u>Owner</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention</u>
AMF Bowling Products, Inc.	5,649,868	07/22/97	Horizontal Ball Return Mechanism
AMF Bowling Products, Inc.	5,649,869	07/22/97	Fluorescent Bowling Pins
AMF Bowling Products, Inc.	5,800,274	09/01/98	Bowling Alley Bumper System for Producing Visual Effects
AMF Bowling Products, Inc.	5,681,224	10/28/97	Automatic Bumper System for Bowling
AMF Bowling Products, Inc.	5,779,554	07/14/98	Three-Dimensional Bowling Alley Masking Unit
AMF Bowling Products, Inc.	5,876,290	03/02/99	Sheet Metal Pin Table and Respot Actuator
AMF Bowling Products, Inc.	5,857,918	01/12/99	Bumper System for a Bowling Alley
AMF Bowling Products, Inc.	5,868,629	02/09/99	Ball Lift Device and Method

Patents Pending:

<u>Applicant's Name</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Invention</u>
AMF Bowling Products, Inc.	09/427,193	10/26/99	Automatic Bumper System for Bowling
AMF Bowling Products, Inc.	09/591,345	06/09/00	A Bowling Lane System with Light Emitting Elements
AMF Bowling Products, Inc.	60/298,597	06/15/01	Self-Calibrating System for Monitoring Fallen Bowling Pins and Method of Using the Same
AMF Bowling Products, Inc.	60/348,411	01/14/02	Motorized Bowling Ball Return Mechanism with Closed Loop Feedback

Schedule A-3

Grant of Patent
Security Interest

NY1:847999.1

PATENT
REEL: 012775 FRAME: 0129

GRANT OF PATENT SECURITY INTEREST

WHEREAS, AMF Bowling Products, Inc., a Virginia corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, AMF Bowling Worldwide, Inc., a Delaware corporation ("**Company**"), Grantor, AMF Bowling Centers Holdings Inc., a Delaware corporation ("**Bowling**"), AMF Worldwide Bowling Centers Holdings Inc., a Delaware corporation ("**AMF Worldwide**"), American Recreation Centers, Inc., a California corporation ("**Recreation**"), AMF Bowling Holdings Inc., a Delaware corporation ("**AMF Holdings**") and AMF Bowling Centers, Inc., a Virginia corporation ("**Centers**", together with Company, AMF Products, Bowling, AMF Worldwide, Recreation and AMF Holdings, the "**Borrowers**"), have entered into a Senior Secured Credit Agreement dated as of February 28, 2002 (said Senior Secured Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Bankers Trust Company ("**BTCo**"), as syndication agent for Lenders (in such capacity, "**Syndication Agent**"), as documentation agent for Lenders (in such capacity, "**Documentation Agent**") and as administrative agent for Lenders (in such capacity, "**Administrative Agent**" or "**Agent**"); and

WHEREAS, Borrowers may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements or Currency Agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, "**Lender Hedge Providers**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of February 28, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Patent Collateral"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all

patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications listed in Schedule A), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the “**Patents**”); and

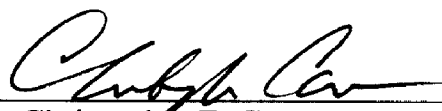
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term “**proceeds**” includes whatever is receivable or received when Patent Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral 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.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 28th day of February, 2002.

AMF BOWLING WORLDWIDE, INC.
a Delaware corporation

By: 
Name: Christopher F. Caesar
Title: Senior Vice President



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March 28, 2002

OUR FILE NUMBER
045,710-901

VIA EXPRESS MAIL

WRITER'S DIRECT DIAL
213-430-6530

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

WRITER'S E-MAIL ADDRESS
mclemens@omm.com

Re: ***Grant of Patent Security Interest***
AMF Bowling Products, Inc.

Dear Madam:

Enclosed please find (i) an executed Recordation Form Cover Sheet; (ii) our Grant of Patent Security Interest and attached Schedule A; (iii) our check in the amount of \$1,760.00 (Check No. 534510) covering the filing fee; and (iv) a postcard to be date-stamped and returned to us as indicated.

Thank you for your assistance. Please feel free to call me with any questions.

Very truly yours,

Melissa L. Clemens
for O'MELVENY & MYERS LLP

MLC:ew

Enclosures

cc: Michael Williamson, Esq. (w/Encls.)
Eriko Wada (w/Encls.)

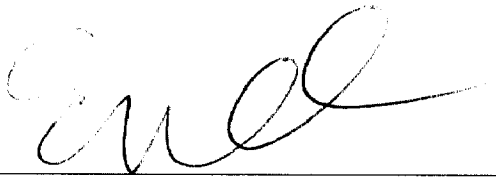
CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail (Receipt No. EL870079707US).

in an envelope addressed to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

on March 28, 2002.

A handwritten signature in cursive script, appearing to read "End", is written above a horizontal line.