

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Suppl. to First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Strike Holdings LLC		11/20/2019	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:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4154210	BOWLMOR LANES	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>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.</i>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	11/20/2019		
Total Attachments: 6			
source=Bowlero - First Lien Trademark Security Agreement Supplement (Executed)#page1.tif			
source=Bowlero - First Lien Trademark Security Agreement Supplement (Executed)#page2.tif			
source=Bowlero - First Lien Trademark Security Agreement Supplement (Executed)#page3.tif			
source=Bowlero - First Lien Trademark Security Agreement Supplement (Executed)#page4.tif			

OP \$40.00 4154210

source=Bowlero - First Lien Trademark Security Agreement Supplement (Executed)#page5.tif

source=Bowlero - First Lien Trademark Security Agreement Supplement (Executed)#page6.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as November 20, 2019, this “**Trademark Security Agreement Supplement**”), among Strike Holdings LLC, a Delaware limited liability company (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 July 3, 2017 (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 July 3, 2017 (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. (f/k/a Bowlmor AMF Corp.), a Delaware corporation (“**Holdings**”), the lenders from time to time party thereto (collectively, the “**First Lien Lenders**”), and JPM, in its capacities as an issuing bank, 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 and the Collateral Agent have entered into that certain First Lien Trademark Security Agreement, dated as of July 3, 2017 (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 Secured Obligations, 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 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;
- 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.

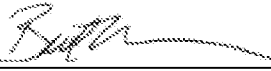
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and 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 US 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]

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

STRIKE HOLDINGS LLC

By: 
Name: Brett Parker
Title: CFO

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

By: 
Name: **Daniel Luby**
Title: **Vice President**

SCHEDULE I

U.S. Trademarks and Applications:

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Strike Holdings LLC	BOWLMOR LANES	85482606 11/29/2011	4154210 06/05/2012

Schedule 1

#92640311v2