

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700142

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bowl America Incorporated		12/15/2021	Corporation: MARYLAND
Bowlero Santa Barbara, LLC		12/15/2021	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: 5			
Property Type	Number	Word Mark	
Registration Number:	1906836	DINER-X-PRESS	
Registration Number:	2816202	BOWL AMERICA	
Registration Number:	1355893	POWER SCORING	
Registration Number:	4931989	POWER SCORING	
Registration Number:	2708674	ZODO'S	
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:	01/06/2022		

OP \$140.00 1906836

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of December 15, 2021 (this “**Trademark Security Agreement Supplement**”), among Bowl America Incorporated, Bowlero Santa Barbara, 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 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, each 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, each 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, 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 each 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. Each 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.

BOWL AMERICA INCORPORATED

By:  _____

Name: Brett Parker
Title: Chief Financial Officer

BOWLERO SANTA BARBARA, LLC

By:  _____

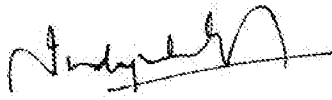
Name: Brett Parker
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement Supplement]

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TRADEMARK
REEL: 007551 FRAME: 0772

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

By: 
Name: Inderjeet Aneja
Title: Executive Director

SCHEDULE I

U.S. Trademarks and Applications:

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Bowl America Incorporated	DINER-X_PRESS	74456705 11/10/1993	1906836 7/18/1995
2.	Bowl America Incorporated	BOWL AMERICA	76422716 6/17/2002	2816202 2/24/2004
3.	Bowl America Incorporated		73519392 01/28/1995	1355893 8/20/1985
4.	Bowl America Incorporated	POWER SCORING (standard characters)	86735116 08/24/2015	4931989 4/5/2016
5.	Orchid Bowl, Inc. ¹	ZODO'S	76328250 10/23/2001	2708674 4/22/2003

¹ Bowlero Santa Barbara, LLC (as Buyer) entered into an APA with Orchid Bowl, Inc. (as Seller), in which Seller sold their bowling business to Buyer. Seller's IP, which includes the Zodo's trademark, was assigned to Buyer as part of the deal. The company intends to file an assignment to update the record ownership.

Schedule I

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