

MRA RE  
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MRA 7-73-98

07-27-1998



100776780

Patent and Trademark Office  
R SHEET

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Playworld Systems Incorporated, d/b/a Playworld Systems, Inc.  
315 Cherry Street  
P.O. Box 505  
New Berlin, PA 17855-9989

2. Name and address of receiving party(ies):  
 Name: CoreStates Bank, N.A.  
 Internal Address: FC - 6-94-3-238  
 Street Address: 600 Penn St., PO Box 1102  
 City: Reading State: PA Zip: 19603

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  
 yes  no

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other National Banking Association  
 If assignee is not domiciled in the United States,  
 a domestic representative designation is attached:  
 Yes  No

Execution Date: December 19, 1997 (Designations must be separate document from assignment)  
 Additional name(s) & address(es) attached?  
 Yes  No

4. Application number(s) or patent number(s):  
 A. Trademark Application No.(s)      B. Trademark Registration No.(s)  
See attached sheet for all numbers.  
 Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Timothy G. Dietrich, Esquire  
 Internal Address: \_\_\_\_\_  
Rhoda, Stoudt & Bradley  
 Street Address: 501 Washington Street  
PO Box 877  
 City: Reading State: PA  
 Zip: 19603

6. Total number of applications and registrations involved: seventeen (17)

7. Total fee (37 CFR 3.41) --- \$440.00  
 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.

Timothy G. Dietrich  
 Name of Person Signing

[Signature]  
 Signature

December 19, 1997  
 Date

Total number of pages including cover sheet, attachments, and document 33

400.00 UP  
 400.00 UP  
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 11/11  
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**PLAYMAKERS**

F-1

**PLAYMAKERS**

**Status:** REGISTERED

**Goods/Services:**

**Int'l. Class:** 28 (**U.S. Class:** 22)

PLAYGROUND EQUIPMENT, NAMELY, CLIMBING STRUCTURES,  
SWINGS, SLIDES AND THE LIKE.

**First Use:** JULY 12, 1985

**In Commerce:** JULY 12, 1985

**Registration No.:** 1,381,583 ✓

**Registered:** FEBRUARY 4, 1986

**Serial No.:** 73-548728

**Filed:** JULY 18, 1985

**Published:** NOVEMBER 12, 1985

**Affidavits:** 8 & 15 OCTOBER 17, 1991

**Owner:** PLAYWORLD SYSTEMS, INC., (PA CORP.)  
NEW BERLIN, PA

**Registrant:** Q-E MANUFACTURING, INC., DBA PLAYWORLD SYSTEMS,  
INC., (PA CORP.)  
NEW BERLIN, PA

**Assignment:**

**Assignee:** PLAYWORLD SYSTEMS INCORPORATED, (PA CORP.)

**Assignor:** Q-E MANUFACTURING CO., INC., (CORP.)

**Recorded:** JANUARY 9, 1992

**Assigned:** APRIL 21, 1988

**Reel/Frame:** 836/658

**Action:** CHANGE OF NAME, APRIL 28, 1988

**Assignee:** PLAYWORLD SYSTEMS, INC., (PA CORP.)  
NEW BERLIN, PA

**Assignor:** Q-E MANUFACTURING, INC., (PA CORP.) NEW BERLIN, PA

**Recorded:** JULY 18, 1988

**Assigned:** JUNE 3, 1988

**Reel/Frame:** 610/9

**Action:** ASSIGNS THE ENTIRE INTEREST AND GOODWILL

**EXHIBIT "A" TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY  
AGREEMENT BETWEEN PLAYWORLD SYSTEMS, INC. AND CORESTATES BANK, N.A.  
PAGE ONE OF TEN.**



**Status:** REGISTERED

**Goods/Services:**

**Int'l. Class:** 28 (**U.S. Class:** 22)

PLAYGROUND EQUIPMENT, NAMELY CLIMBERS, SLIDES, SWINGS.

**First Use:** FEBRUARY, 1972      **In Commerce:** FEBRUARY, 1972

**Registration No.:** 1,405,977

**Registered:** AUGUST 19, 1986

**Serial No.:** 73-578380

**Filed:** JANUARY 21, 1986

**Published:** MAY 27, 1986

**Affidavits:** 8 & 15 JUNE 16, 1992

**Owner:** PLAYWORLD SYSTEMS INCORPORATED, (PA CORP.)  
NEW BERLIN, PA

**Registrant:** Q-E MANUFACTURING, INC., DBA PLAYWORLD SYSTEMS,  
INC., (PA CORP.)  
NEW BERLIN, PA

**Assignment:**

**Assignee:** PLAYWORLD SYSTEMS INCORPORATED, (PA CORP.)

**Assignor:** Q-E MANUFACTURING CO., INC., (CORP.)

**Recorded:** JANUARY 9, 1992

**Assigned:** APRIL 21, 1988

**Reel/Frame:** 836/658

**Action:** CHANGE OF NAME, APRIL 28, 1988

**Assignee:** PLAYWORLD SYSTEMS, INC., (PA CORP.)  
NEW BERLIN, PA

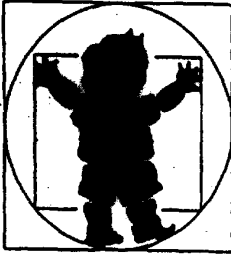
**Assignor:** Q-E MANUFACTURING, INC., (PA CORP.) NEW BERLIN, PA

**Recorded:** JULY 18, 1988

**Assigned:** JUNE 3, 1988

**Reel/Frame:** 610/9

**Action:** ASSIGNS THE ENTIRE INTEREST AND GOODWILL

**Status:** REGISTERED**Goods/Services:****Int'l. Class:** 28 (**U.S. Class:** 22)

PLAYGROUND EQUIPMENT -NAMELY, ACTIVITY PANELS, BALANCE  
 PLATFORMS, CLIMBERS, DOLLIES, HORIZONTAL LADDERS,  
 MERRY-GO-ROUNDS, PLAYHOUSES, RIDING TOYS, ROCKERS,  
 SANDBOXES, SEESAWS, SINGLE AND PARALLEL BARS, SLIDES,  
 SPRING PLATFORMS, SWINGS AND TOY WAGONS.

**First Use:** NOVEMBER 9, 1987**In Commerce:** NOVEMBER 9, 1987**Registration No.:** 1,495,971**Registered:** JULY 12, 1988**Serial No.:** 73-698247**Filed:** NOVEMBER 30, 1987**Published:** APRIL 19, 1988**Affidavits:** 8 & 15 DECEMBER 5, 1994**Correspondent:** THOMAS HOOKER

THOMAS HOOKER, P.C.

100 CHESTNUT STREET, SUITE 304

HARRISBURG, PA 17101-2518

**Owner:** PLAYWORLD SYSTEMS, INC., (PA CORP.)

P.O. BOX 227

315 CHERRY STREET

NEW BERLIN, PA 17855

**Registrant:** Q-E MANUFACTURING, INC., (PA CORP.)

NEW BERLIN, PA

**Assignment:****Assignee:** PLAYWORLD SYSTEMS INCORPORATED, (PA CORP.)**Assignor:** Q-E MANUFACTURING CO., INC., (CORP.)**Recorded:** JANUARY 9, 1992**Assigned:** APRIL 21, 1988**Reel/Frame:** 836/658**Action:** CHANGE OF NAME, APRIL 28, 1988**Assignee:** PLAYWORLD SYSTEMS, INC., (PA CORP.)

NEW BERLIN, PA

**Assignor:** Q-E MANUFACTURING, INC., (PA CORP.) NEW BERLIN, PA**Recorded:** JULY 18, 1988**Assigned:** JUNE 3, 1988**Reel/Frame:** 610/9**Action:** ASSIGNS THE ENTIRE INTEREST AND GOODWILL

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**PLAYWORLD SYSTEMS**

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**PLAYWORLD SYSTEMS**

F-4

**Status:** REGISTERED

**Goods/Services:**

**Int'l. Class: 28 (U.S. Class: 22)**

PLAYGROUND EQUIPMENT, NAMELY, BALANCE CHAINS, BRIDGES, CLIMBERS, PLAY PLATFORM AND SAFETY BARRIERS THEREFORE, LADDERS, MERRY-GO-ROUNDS, POSTS, SLIDES, SPRING RIDERS AND SWINGS.

**First Use:** JUNE 28, 1988

**In Commerce:** JUNE 28, 1988

**Registration No.:** 1,552,082

**Registered:** AUGUST 15, 1989

**Serial No.:** 73-745199

**Filed:** AUGUST 10, 1988

**Published:** MAY 23, 1989

**Disclaimer:** "SYSTEMS".

**Affidavits:** 8 & 15 NOVEMBER 8, 1995

**Correspondent:** THOMAS HOOKER  
100 CHESTNUT STREET, SUITE 304  
HARRISBURG, PA 17101-2518

**Registrant:** PLAYWORLD SYSTEMS, INC., (PA CORP.)  
P.O. BOX 227  
315 CHERRY STREET  
NEW BERLIN, PA 17855

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**FirstPlay**

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**FIRSTPLAY**

F-5

**Status:** REGISTERED

**Goods/Services:**

**Int'l. Class: 28 (U.S. Class: 22)**

PLAYGROUND EQUIPMENT; NAMELY, CLIMBING UNITS CONSISTING OF DECKS, WALL MODULES, AND SUPPORTS.

**First Use:** MAY 21, 1993

**In Commerce:** MAY 21, 1993

**Registration No.:** 1,830,426

**Registered:** APRIL 12, 1994

**Serial No.:** 74-341408

**Filed:** DECEMBER 21, 1992

**Published:** JANUARY 18, 1994

**Additional Info.:** INTENT TO USE - USE CLAIMED.

**Correspondent:** THOMAS HOOKER  
100 CHESTNUT STREET, SUITE 304  
HARRISBURG, PA 17101

**Registrant:** PLAYWORLD SYSTEMS, INC., (PA CORP.)  
315 CHERRY STREET, P.O. BOX 505  
NEW BERLIN, PA 17855

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**PLAYSCENES**

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**PLAYSCENES**

F-6

**Status:** REGISTERED**Goods/Services:****Int'l. Class:** 28 (U.S. Class: 22, 23, 38, 50)PLAY ENVIRONMENTS FOR CHILDREN, NAMELY MINIATURE  
PANELS, BOOTHS, COUNTERS, THEATERS (STAGES, BENCHES  
AND BACKDROP), RESTAURANTS AND CLOCKTOWERS.**First Use:** JUNE 7, 1996**In Commerce:** JUNE 7, 1996**Registration No.:** 2,025,839**Registered:** DECEMBER 24, 1996**Serial No.:** 74-502508**Filed:** MARCH 21, 1994**Published:** DECEMBER 20, 1994**Additional Info.:** INTENT TO USE - USE CLAIMED.**Correspondent:** THOMAS HOOKER100 CHESTNUT STREET, SUITE 304  
HARRISBURG, PA 17101**Registrant:** PLAYWORLD SYSTEMS, INC., (PA CORP.)315 CHERRY STREET, P.O. BOX 505  
NEW BERLIN, PA 17855

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**SKY TOWERS**

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**SKY TOWERS**

F-7

**Status:** PENDING**Date:** AUGUST 4, 1997

NON-FINAL ACTION MAILED

**Goods/Services:****Int'l. Class:** 28 (U.S. Class: 22, 23, 38, 50)

PLAYGROUND EQUIPMENT.

**First Use:** APRIL 18, 1997**In Commerce:** APRIL 18, 1997**Serial No.:** 75-246192**Filed:** FEBRUARY 24, 1997**Additional Info.:** INTENT TO USE - NO USE CLAIMED.**Correspondent:** STEPHEN J MEYERS2 PENN CTR PLZ STE 1800  
PHILADELPHIA PA 19102**Applicant:** PLAYWORLD SYSTEMS, INC., (PA CORP.)315 CHERRY STREET  
NEW BERLIN, PA 17855

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**CUSHION DECK**

F-8

**CUSHION DECK****Status:** PENDING**Goods/Services:****Int'l. Class:** 28 (**U.S. Class:** 22, 23, 38, 50)  
PLAYGROUND AND PARK EQUIPMENT.**First Use:** DECEMBER, 1988      **In Commerce:** DECEMBER, 1988**Serial No.:** 75-303718**Filed:** JUNE 5, 1997**Correspondent:** ARTHUR H SEIDEL  
2 PENN CTR PLZ STE 1800  
PHILADELPHIA PA 19102**Applicant:** PLAYWORLD SYSTEMS, INC., (PA CORP.)  
315 CHERRY STREET  
NEW BERLIN, PA 17855

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**SPRING MATES**

F-9

**SPRING MATES****Status:** PENDING**Goods/Services:****Int'l. Class:** 28 (**U.S. Class:** 22, 23, 38, 50)  
PLAYGROUND AND PARK EQUIPMENT.**First Use:** MARCH, 1973      **In Commerce:** MARCH, 1973**Serial No.:** 75-303719**Filed:** JUNE 5, 1997**Correspondent:** ARTHUR H SEIDEL  
2 PENN CTR PLZ STE 1800  
PHILADELPHIA PA 19102**Applicant:** PLAYWORLD SYSTEMS, INC., (PA CORP.)  
315 CHERRY STREET  
NEW BERLIN, PA 17855

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**PUTTING THE FUN BACK  
INTO PLAYGROUNDS**

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**PUTTING THE FUN BACK INTO PLAYGROUNDS**

F-10

**Status:** PENDING

**Goods/Services:**

**Int'l. Class:** 42 (**U.S. Class:** 100, 101)

MAIL ORDER CATALOG SERVICES FEATURING PLAYGROUND AND  
PARK EQUIPMENT.

**First Use:** MARCH 14, 1996

**In Commerce:** MARCH 14, 1996

**Serial No.:** 75-304104

**Filed:** JUNE 5, 1997

**Correspondent:** HARRIET E PERKINS

SEIDEL GONDA LAVORGNA & MONACO PC

2 PENN CTR PLZ STE 1800

PHILADELPHIA PA 19102

**Applicant:** PLAYWORLD SYSTEMS, INC., (PA CORP.)

315 CHERRY STREET

NEW BERLIN, PA 17855

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**CUSHION PLAY**

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**CUSHION PLAY**

F-11

**Status:** PENDING

**Goods/Services:**

**Int'l. Class:** 27 (**U.S. Class:** 19, 20, 37, 42, 50)

SHOCK ABSORBING PLAYGROUND COVERS AND MATS.

**First Use:** MAY, 1993

**In Commerce:** MAY, 1993

**Serial No.:** 75-304740

**Filed:** JUNE 6, 1997

**Correspondent:** HARRIET E PERKINS

SEIDEL GONDA LAVORGNA & MONACO PC

1800 TWO PENN CTR PLZ

PHILADELPHIA PA 19102

**Applicant:** PLAYWORLD SYSTEMS, INC., (PA CORP.)

315 CHERRY STREET

NEW BERLIN, PA 17855



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**EXPLORERS****EXPLORERS**

F-12

**Status:** PENDING**Goods/Services:****Int'l. Class:** 28 (**U.S. Class:** 22, 23, 38, 50)

PLAYGROUND AND PARK EQUIPMENT.

**First Use:** DECEMBER, 1986**In Commerce:** DECEMBER, 1986**Serial No.:** 75-308707**Filed:** JUNE 13, 1997**Correspondent:** HARRIET E PERKINS

2 PENN CTR PLZ STE 1800

PHILADELPHIA PA 19102

**Applicant:** PLAYWORLD SYSTEMS, INC., (PA CORP.)

315 CHERRY STREET

NEW BERLIN, PA 17855

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**CHALLENGERS****CHALLENGERS**

F-13

**Status:** PENDING**Goods/Services:****Int'l. Class:** 28 (**U.S. Class:** 22, 23, 38, 50)

PLAYGROUND AND PARK EQUIPMENT.

**First Use:** 1987**In Commerce:** 1987**Serial No.:** 75-308708**Filed:** JUNE 13, 1997**Correspondent:** HARRIET E PERKINS

SEIDEL GONDA LAVORGNA &amp; MONACO PC

2 PENN CTR PLZ STE 1800

PHILADELPHIA PA 19102

**Applicant:** PLAYWORLD SYSTEMS, INC., (PA CORP.)

315 CHERRY STREET

NEW BERLIN, PA 17855

---

**PLAYDESIGNS**

F-14

**PLAYDESIGNS****Status:** PENDING**Goods/Services:****Int'l. Class:** 28 (**U.S. Class:** 22, 23, 38, 50)  
PLAYGROUND AND PARK EQUIPMENT.**First Use:** JANUARY, 1987      **In Commerce:** JANUARY, 1987**Serial No.:** 75-308709**Filed:** JUNE 13, 1997**Correspondent:** HARRIET E PERKINSSEIDEL GONDA LAVORGNA & MONACO PC  
2 PENN CTR PLZ STE 1800  
PHILADELPHIA PA 19102**Applicant:** PLAYWORLD SYSTEMS, INC., (PA CORP.)315 CHERRY STREET  
NEW BERLIN, PA 17855

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**GROUNDZERO**

F-15

**GROUNDZERO****Status:** PENDING**Goods/Services:****Int'l. Class:** 28 (**U.S. Class:** 22, 23, 38, 50)  
PLAYGROUND AND PARK EQUIPMENT.**First Use:** JANUARY, 1995      **In Commerce:** JANUARY, 1995**Serial No.:** 75-308710**Filed:** JUNE 13, 1997**Correspondent:** HARRIET E PERKINSSEIDEL GONDA LAVORGNA & MONACO PC  
2 PENN CTR PLZ STE 1800  
PHILADELPHIA PA 19102**Applicant:** PLAYWORLD SYSTEMS, INC., (PA CORP.)315 CHERRY STREET  
NEW BERLIN, PA 17855

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**THE PLAYGROUND  
ANSWER PEOPLE**

THE PLAYGROUND ANSWER PEOPLE

F-16

Status: PENDING

**Goods/Services:**

Int'l. Class: 42 (U.S. Class: 100, 101)

MAIL ORDER CATALOG SERVICES FEATURING PLAYGROUND AND  
PARK EQUIPMENT.

First Use: DECEMBER, 1995

In Commerce: DECEMBER, 1995

Serial No.: 75-308712

Filed: JUNE 13, 1997

**Correspondent:** HARRIET E PERKINS

SEIDEL GONDA LAVORGNA & MONACO PC

2 PENN CTR PLZ STE 1800

PHILADELPHIA PA 19102

**Applicant:** PLAYWORLD SYSTEMS, INC., (PA CORP.)

315 CHERRY STREET

NEW BERLIN, PA 17855

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**CUSHIONPLAY**

CUSHIONPLAY

F-17

Status: ABANDONED - NO STATEMENT OF USE

Date: AUGUST 9, 1994

**Goods/Services:**

Int'l. Class: 27 (U.S. Class: 22, 50)

SHOCK ABSORBING PLAYGROUND COVERS AND MATS.

Serial No.: 74-392936

Filed: MAY 21, 1993

Published: NOVEMBER 16, 1993

Additional Info.: INTENT TO USE - NO USE CLAIMED.

**Correspondent:** THOMAS HOOKER

100 CHESTNUT STREET, SUITE 304

HARRISBURG, PA 17101-2518

**Owner:** PLAYWORLD SYSTEMS, INC., (PA CORP.)

315 CHERRY STREET, P.O. BOX 505

NEW BERLIN, PA 17855

**Applicant:** PLAYWORLD SYSTEMS, INC., (PA CORP.)

NEW BERLIN, PA

MRO RE  
2-10-98

03-30-1998

Patent and Trademark Office  
R SHEET

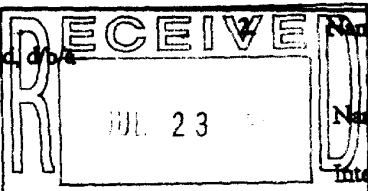


100672756

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Playworld Systems Incorporated, d/b/a Playworld Systems, Inc.  
 315 Cherry Street  
 P.O. Box 505  
 New Berlin, PA 17855-9989

Name and address of receiving party(ies)  
 Name: CoreStates Bank N.A.  
 Internal Address: FC - 6-94-3-238  
 Street Address: 600 Penn St., PO Box 1102  
 City: Reading State: PA Zip: 19603



- Individual(s)
- General Partnership
- Corporation-State
- Other

- Association
- Limited Partnership

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Banking Association

Additional name(s) of conveying party(ies) attached?  
 yes  no

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 19, 1997

(Designations must be separate document from assignment)

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

4. Application number(s) or patent number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark Registration No.(s) \_\_\_\_\_  
 See attached sheet for all numbers.  
 Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Timothy G. Dietrich, Esquire  
 Internal Address: \_\_\_\_\_  
Rhoda Stoudt & Bradley  
 Street Address: 501 Washington Street  
PO Box 877  
 City: Reading State: PA  
 Zip: 19603

6. Total number of applications and registrations involved: seventeen (17)

7. Total fee (37 CFR 3.41) --- \$440.00  
 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.

Timothy G. Dietrich  
 Name of Person Signing

Timothy G. Dietrich  
 Signature

December 19, 1997  
 Date

Total number of pages including cover sheet, attachments, and documents 33

**TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Agreement") is made this 19th day of December, 1997 by and between PLAYWORLD SYSTEMS INCORPORATED, d/b/a Playworld Systems, Inc., a Pennsylvania corporation having a mailing address at 315 Cherry Street, P.O. Box 505, New Berlin, Union County, Pennsylvania 17855-9989 ("Assignor"), and CORESTATES BANK, N.A., a national banking association, having a mailing address at 600 Penn Street, P.O. Box 1102, Reading, Berks County, Pennsylvania 19603 ("Agent").

**BACKGROUND**

Assignor has executed and delivered certain promissory notes (collectively the "Note") to the Agent and to Mifflinburg Bank and Trust Co. ("MBTC") pursuant to a certain Loan Agreement dated January 28, 1993 by and between Assignor, the Agent and MBTC (as amended thereafter from time to time, including on the date hereof, the "Loan Agreement"). In addition, pursuant to the Loan Agreement, Assignor has executed and delivered to Agent as agent for itself and MBTC certain security agreements, financing statements and other documentation in connection with the Loan Agreement (all such agreements and documentation, together with the Note, hereinafter individually and collectively, as amended from time to time, the "Related Documentation"). In order to induce the Agent and MBTC to execute and deliver certain amendments to the Loan Agreement and Related Documentation dated even date herewith and provide additional credit, Assignor has agreed to assign to Agent, as agent for itself and MBTC, certain trademark rights, as is hereinafter set forth. Pursuant

100044/0396-41069-1

TRADEMARK  
REEL: 1767 FRAME: 0060

■■■■■ ■■■

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to this Agreement, the Loan Agreement, and the Related Documentation, Agent shall have the right to foreclose on the Trademarks (as defined hereinbelow) in the event of the occurrence and continuance of an Event of Default under the Loan Agreement, the Related Documentation and/or hereunder (subject, however, to any applicable grace periods specified therein or herein which must expire before such Default occurs), in order that the owner of the Trademarks may continue the manufacture of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Agent as follows:

1. To secure the complete and timely satisfaction of all indebtedness and obligations of the Assignor to Agent and MBTC (the "Liabilities"), including, but not limited to, all sums owing to Agent and MBTC pursuant to the Note, Assignor hereby grants, assigns and conveys to Agent, as agent for the benefit of itself and MBTC, the entire right, title and interest in and to the trademark applications and trademarks listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds thereof (such as, by way of example, license agreements, license royalties and proceeds of infringement suits), all physical manifestations of the foregoing, the right to sue for past, present and future infringements and all accounts, contract rights and other rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the good will of the business to which each of the Trademarks relates. This Agreement shall constitute a security agreement and the grant of a security interest in the Trademarks under the terms of the applicable Uniform Commercial Code.

2. Assignor covenants and warrants that:

- (a) To the best of Assignor's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;
- (c) To the best of Assignor's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (d) To the best of Assignor's knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;
- (e) Assignor has the unqualified right to enter into this Agreement and perform its terms;
- (f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and
- (g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Assignor hereby grants to Agent and its employees and agents the right to visit Assignor's plant and facilities which manufacture, inspect and/or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours after the giving of reasonable prior notice to Assignor. Assignor shall do any and all acts required by Agent to ensure Assignor's compliance with Subparagraph 2(g) above.

4. Assignor agrees that, until all of the Liabilities shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Agent's prior written consent, which consent shall not be unreasonably withheld by Agent.

5. If, before the Liabilities shall have been satisfied in full, Assignor shall obtain rights to any new trademarks, the provisions of Paragraph 1 above shall automatically apply thereto and Assignor shall give Agent prompt written notice thereof.

6. Assignor authorizes Agent to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications covered by Paragraphs 1 and 5 hereof.

7. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement and/or Related Documentation), Agent hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 7, without the prior written consent of Agent; provided, however, that as concerns any sublicense, the consent of the Agent will not be unreasonably withheld.

8. If any Event of Default (as defined in the Loan Agreement and/or Related Documentation) shall have occurred and be continuing, Assignor's license under the Trademarks, as set forth in Paragraph 7 above, shall terminate forthwith, and the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next



below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Reading, Pennsylvania, or elsewhere, all or from time to time any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any of the Loan Agreement and/or Related Documentation or Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. At such time as Assignor shall completely satisfy all of the Liabilities, this Agreement shall terminate and Agent shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses incurred by Agent in connection with the enforcement of any of the provisions of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees,

encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Agent and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate prescribed in the Loan Agreement.

11. Assignor shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, to make federal application on registerable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademark without the consent of the Agent, which consent shall not be unreasonably withheld.

12. Assignor shall have the right, with the prior written consent of Agent, which will not be unreasonably withheld, to bring or defend any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this Paragraph 12.

13. In the event of the occurrence of an Event of Default under the Loan Agreement and/or Related Documentation, Assignor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all

applications, documents, papers and instruments necessary for Agent to use the Trademarks, or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. If Assignor fails to comply with any of its obligations hereunder, Agent may do so in Assignor's name or in Agent's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Agent in full for all expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Assignor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement and/or Related Documentation shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement and/or Related Documentation, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause

or provision of this Agreement in any jurisdiction. The Background provisions set forth hereinabove are incorporated herein.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6 above.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

21. The Assignor acknowledges that the rights and responsibilities of the Agent under this Agreement with respect to any action taken by the Agent or the exercise or non-exercise by the Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Agent and MBTC and the Agent, as lenders, be governed by the Loan Agreement, the Related Documentation and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Agent and the Assignor, the Agent shall be conclusively presumed to be acting as agent for MBTC and the Agent, as lenders, with full and valid authority so to act or refrain from acting, and the Assignor shall not be under any obligations, nor shall Assignor be entitled, to make any inquiry respecting such authority.

December 16, 1997 (3:31pm)


::ODMA\SOFTSOL\311\SOFTSOL\41069\0

WITNESS the execution hereof, under seal, as of the day and year first above written.

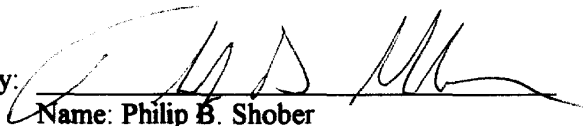
ASSIGNOR: PLAYWORLD SYSTEMS INCORPORATED, d/b/a  
PLAYWORLD SYSTEMS, INC.

By:   
Name: Dale L. Miller  
Title: President

(CORPORATE SEAL)

Attest:   
Name: Kelly L. Miller  
Title: Secretary

AGENT:  
CORESTATES BANK, N.A.

By:   
Name: Philip B. Shober  
Title: Vice President

January 21, 1998 (3:36pm)

::ODMA\SOFTSOL\311\SOFTSOL\41069\0

SCHEDULE "A" TO A TRADEMARK COLLATERAL ASSIGNMENT

A. United States

<u>Trademark</u>	<u>Registration Number and Date</u>	<u>Expiration Date</u>
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"See attached Exhibit "A" consisting of ten (10) pages."

December 16, 1997 (3:31pm)

::ODMA\SOFTSOL\311\SOFTSOL\41069\0

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF UNION :

Before me, the undersigned, a Notary Public in and for the County aforesaid, on this 19th day of December, 1997, personally appeared DALE L. MILLER to me known personally, and who, being PLAYWORLD SYSTEMS INCORPORATED, d/b/a by me duly sworn, deposes and says that he is the President of PLAYWORLD SYSTEMS, INC., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that said instrument is the free act and deed of said corporation.

*Linda L. Everett*

Notary Public

My Commission Expires:

NOTARIAL SEAL  
LINDA L. EVERITT, NOTARY PUBLIC  
LEWISBURG BORO., UNION CO., PA.  
MY COMMISSION EXPIRES JUNE 10, 1999

December 16, 1997 (3:31pm)

::ODMA\SOFTSOL\311\SOFTSOL\41069\0

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF UNION :

On this, the 19th day of December, 1997, before me, LINDA L EVERITT, the undersigned officer, personally appeared PHILIP B. SHOBER, who acknowledged himself to be the Vice President of CORESTATES BANK, N.A., a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Linda L. Everitt  
Notary Public

My Commission Expires:

LEWISBURG BOARD OF NOTARY PUBLIC  
LEWISBURG BORO., UNION CO., PA  
MY COMMISSION EXPIRES JUNE 10 1999