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To the Honorable Commissioner of Patents and Tradem.

101458154

Documents or copy thereof.

1. Name of conveying party(ies):

Soft Play, L.L.C.

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware Limited Liability Company
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other First Amendment to Trademark Security Agreement
- Merger
- Change of Name

Execution Date: 8/28/00

2. Name and address of receiving party(ies):

LaSalle Bank National Association, as
Name: Administrative Agent for itself and other
Lenders

Internal Address: One Metropolitan Square
211 North Broadway, Suite 4050

Street Address

City: St. Louis State MO Zip: 63102

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a 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):
2,301,610

Additional numbers attached? Yes No

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

Name: Terri Branson
Lewis, Rice & Fingersh, L.C.

Internal Address:

Street Address: 500 N. Broadway, Suite 2000

City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

09/18/2000 JJALLAH2 00000151 2301610

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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.

Terri Branson

Name of Person Signing

Signature

8/29/00

Date

Total number of pages comprising cover sheet: 1

FIRST AMENDMENT
to
TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT to TRADEMARK SECURITY AGREEMENT (this "Amendment") is entered into and effective as of August 28, 2000, by and between Soft Play, L.L.C., a Delaware limited liability company ("Debtor"), and LaSalle Bank National Association, a national banking association, as Administrative Agent for the ratable benefit of itself and each of the other Lenders ("Secured Party").

Recitals:

- A. Debtor, PlayPower, Inc., Kid Play, Inc., Miracle Recreation Equipment Company, SpectraTurf, Inc., and E-Z-Dock, Inc. (separately and collectively, "Borrower"), Secured Party, and the Lenders are parties to that certain Loan Agreement dated as of November 5, 1999, as amended from time to time (the "Loan Agreement").
- B. Debtor and Secured Party are parties to that certain Trademark Security Agreement, dated as of November 5, 1999 (the "Trademark Agreement").
- C. Debtor and Secured Party have agreed to amend the Trademark Agreement on the terms and conditions contained herein, which has been recorded with the United States Patent and Trademark Office at Reel/Frame 001989/0673 on November 12, 1999.

Amendment

Therefore, in consideration of the mutual agreements herein and other sufficient consideration, the receipt of which is hereby acknowledged, Debtor and Secured Party hereby amend the Trademark Agreement as follows:

1. Definitions. All references to the "Agreement" in the Trademark Agreement and in this Amendment shall be deemed to be references to the Trademark Agreement as it is amended hereby and as it may be further amended, restated, extended, renewed, replaced, or otherwise modified from time to time. Capitalized terms used and not otherwise defined herein have the meanings given them in the Loan Agreement.

2. Amendment to Trademark Agreement--Schedule A. Schedule A of the Trademark Agreement is hereby amended by adding the additional items set forth on Schedule A to this Amendment.

3. Representations and Warranties of Debtor. Debtor hereby represents and warrants to Secured Party and each Lender as of the date hereof that (i) this Amendment has been duly authorized by Debtor's members, and (ii) this Amendment constitutes the legal, valid and binding obligation of Debtor enforceable against Debtor in accordance with its terms except as the enforcement thereof may be limited by bankruptcy, insolvency or other laws related to creditors rights generally or by the application of equity principles.

4. Governing Law. This Amendment has been executed and delivered in Chicago, Illinois, and shall be governed by and construed under the laws of the State of Illinois without giving effect to choice or conflicts of law principles thereunder.

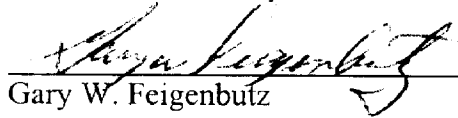
5. Section Titles. The section titles in this Amendment are for convenience of reference only and shall not be construed so as to modify any provisions of this Amendment.

6. Counterparts; Facsimile Transmissions. This Amendment may be executed in one or more counterparts and on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures to this Amendment may be given by facsimile or other electronic transmission, and such signatures shall be fully binding on the party sending the same.

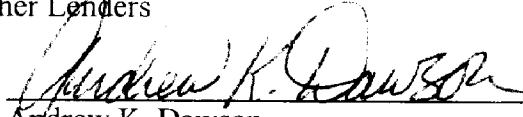
{remainder of page intentionally left blank; signature pages immediately follow}

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first above written.

SOFT PLAY, L.L.C.

By: 
Print Name: Gary W. Feigenbutz
Title: Chief Executive Officer

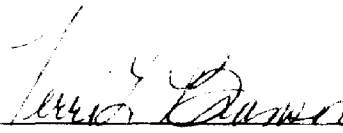
LASALLE BANK NATIONAL ASSOCIATION, as Administrative Agent for itself and the other Lenders

By: 
Print Name: Andrew K. Dawson
Title: Vice President

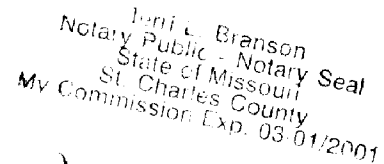
STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 25th day of August, 2000, before me personally appeared Gary W. Feigenbutz, to me personally known, who, being by me duly sworn, did say that he is the Chief Executive Officer of Soft Play, L.L.C., a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company, by authority of its members; and said Gary W. Feigenbutz acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the City and State aforesaid, the day and year first above written.



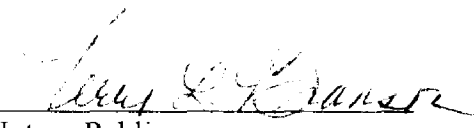
Notary Public

My Commission expires: 

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 25th day of August, 2000 before me personally appeared Andrew K. Dawson, to me personally known, who, being by me duly sworn, did say that he is a Vice President of LaSalle Bank National Association, a national banking association, and that said instrument was signed in behalf of said association by authority of its Board of Directors; and said Andrew K. Dawson acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the City and State aforesaid, the day and year first above written.



Notary Public

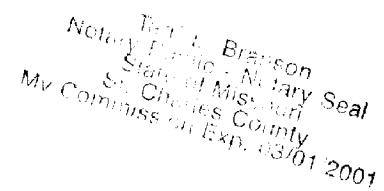
My Commission expires: 

Exhibit A

PATENTS AND PATENT APPLICATIONS
ISSUED TRADEMARK REGISTRATIONS

| Title | Trademark Registration/ Application Number | Date Filed | Country |
|----------------------|---|------------|---------|
| Dura-Net | 2301610 | 4/21/99 | USA |
| Kids Corner & Design | published | published | USA |