FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

09-27-2000

101472904

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

9-18-00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

[X] New

[ ] Resubmission (Non-Recordation) Document ID #

[ ] Correction of PTO Error Reel # Frame #

[ ] Corrective Document Reel # Frame #

Conveyance Type

[ ] Assignment [ ] License

[X] Security Agreement [ ] Nunc Pro Tunc Assignment

[ ] Merger Effective Date Month Day Year

[ ] Change of Name

[ ] Other

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: KOALA CORPORATION

Execution Date Month Day Year: 03 01 2000

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: COLORADO

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: U.S. BANK NATIONAL ASSOCIATION

DBA/AKA/TA:

Composed of:

Address (line 1): 918 17th STREET

Address (line 2):

Address (line 3): DENVER (City) CO (State/Country) 80202 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other: A NATIONAL BANKING ASSOCIATION

[X] Citizenship/State of Incorporation/Organization: UNITED STATES

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

09/26/2000 DNGUYEN 00000310 75449054

01 FC:481 40.00 OP
02 FC:482 275.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 303-585-4627

Name: FREDERICK W. DAMOUR, ESQ.

Address (line 1): U.S. BANCORP LEGAL DEPT.

Address (line 2): SUITE 600 - CNDT 0635

Address (line 3): 950 17 TH STREET

Address (line 4): DENVER, CO 80202

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 5

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75449054	75798736	75857496	2,264,106	2,251,353	2,260,371
75734451	75798737	75867701			
75734450	75857495	75734452			

Number of Properties

Enter the total number of properties involved. # 12

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 315.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

FREDERICK W. DAMOUR, ESQ | Frederick W. Damour | 9/6/00

Name of Person Signing | Signature | Date Signed

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, KOALA CORPORATION, a Colorado corporation (the "Assignor") with principal offices at 11600 E. 53rd Avenue, Unit D, Denver, Colorado 80239, hereby assigns and grants U.S. BANK NATIONAL ASSOCIATION, with offices at 918 17th Street, Denver, Colorado 80202 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents and pending patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all proceeds and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to further secure the satisfactory performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Borrower's Security Agreement between the Assignor and the Assignee, dated as of December 18, 1998 (as amended as of March 1, 2000 and from time to time, the "Security Agreement"). Upon the satisfaction of all such Secured Obligations, the Assignee shall execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The right and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 1st Day of March, 2000.

KOALA CORPORATION

By: _____
Jeffrey L. Vigil
Vice President

U.S. BANK NATIONAL ASSOCIATION

By: _____
Joni M. Fish
Vice President

STATE OF COLORADO }
} ss.:
CITY AND COUNTY OF DENVER }

On this 1st day of March, 2000, before me personally came Jeffrey L. Vigil who, being by me duly sworn, did state as follows: that he is a Vice President of KOALA CORPORATION, that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Notary Public

COLLEEN KLEKOTKA NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 03/9/2003

STATE OF COLORADO }
} ss.:
CITY AND COUNTY OF DENVER }

On this 1st day of March, 2000, before me personally came Joni M. Fish who, being by me duly sworn, did state as follows: that she is a Vice President of U.S. BANK NATIONAL ASSOCIATION, that she is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.

Notary Public

COLLEEN KLEKOTKA NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 03/9/2003

SCHEDULE A – TRADEMARKS
(to be provided by Borrower)

MARK	REG NO.	REG. DATE
Delta Play (pending) App. No. 75/449,054		Filed 3/11/98
Family Track (pending)	2,251,353	Filed 4/3/98
Koala Bearkare	1,867,024	12/13/94
Koala Bearkare & Design	1,522,648	1/31/89
Koala Bearkare & Design (seat design)	1,845,630	7/19/94
Koala Bearkare & Design (baby design)	1,846,761	7/26/94
Koala Bearkare & Design (cradle design)	1,845,631	7/19/94
Activities Unlimited & Design	2,097,223	9/16/97
Booster buddy & design	1,807,572	11/30/93
Activities Unlimited	2,097,230	9/16/97

	Reg. No	Reg. Date
Turning Play Into Profit	2,260,371	7/13/99
Happy Faces in Public Places	2,264,106	7/27/99

	App. No.	App. Date
Park Structures	75/734,451	6/23/99
Dura Max	75/734,450	6/23/99
Little Bear	75/798,736	9/13/99
Koala Play Systems	75/798,737	9/13/99
Koala Bear Kare + Design	75/857,495	11/24/99
Koala	75/857,496	11/24/99
Koala Kare	75/867,701	12/9/99
Super Max	75/734,452	6/23/99

SCHEDULE B – PATENTS
(to be provided by Borrower)

PATENT	PATENT NO.	ISSUE DATE
. Fold down wall mounted diaper changing table	D 326384	5/26/92
Booster seat apparatus	5332286	7/26/94
Foldable infant seat cradle support stand	5470039	11/28/95
. Countertop mounted changing station (pending)	~~08/883550~~ 5987677	~~Filed 6/26/97~~ 11/23/99
Stackable children's highchair (pending)	~~08/844549~~ 5927805	~~Filed 4/18/97~~ 7/27/99
Wall mounted infant changing station with improved hinge (pending)	~~08/910983~~ 5906015	~~Filed 8/7/97~~ 5/25/99

Patent	Patent No.	Issue Date
Shopping Cart	D318,550	7/23/91
Chair for a Child	D365,449	12/26/95
Booster Seat	D376,920	12/31/96
Baby Seat	D381818	8/5/97
Shopping Cart having an Infant Carrier	4,834,404	5/30/89
Shopping Cart having an Infant Carrier	4,971,343	11/20/90
Child Restraint Strap for a Shopping Cart Seat	5,263,726	11/23/93
Infant Seat for Use in Shopping Carts	5,277,473	1/11/94

Patent	App. No	Filing Date
Diaper Changing Station with Prerecorded Voice Instructions	60/121,890	2/26/99
Soft Surfaced Play Structures and an Apparatus and Method for Forming Such Soft Surfaced Play Structures	09/143,178	8/28/98
Verticle Diaper Changing Station with no Backing Plate	60/141,174	6/25/99
Infant Seat and Cart	08/912,103	8/18/97