

01-08-2001



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12.15.01

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

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- 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

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association

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.)

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

01/05/2001 GTON11 00000119 75195018

01 FC:481 40.00 DP  
02 FC:482 150.00 DP

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**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)		
<input type="text" value="75 195018"/>	<input type="text" value="75 454885"/>	<input type="text"/>	<input type="text" value="1871424"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75 380854"/>	<input type="text" value="75 455912"/>	<input type="text"/>	<input type="text" value="2260534"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75 455908"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved.

#

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  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.

Gary N. Meade, Jr.  
Name of Person Signing

[Signature]  
Signature

12/13/00  
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, SCS INTERACTIVE, INC., an Oregon corporation (the "Assignor") with principal offices at 11600 East 53<sup>rd</sup> Avenue, Unit D, Denver, Colorado 80239, hereby assigns and grants U.S. BANK NATIONAL ASSOCIATION, with offices at 8041 East Belleview, Denver, CO 80237 and the Lenders, as defined in the Revolving Credit and Security Agreement among the Assignor's parent, Koala Corporation and the Lenders, (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 obligations of the Assignor (the "Secured Obligations") under the Third Party Security Agreement between the Assignor and the Assignee, dated as of November 17, 2000 (as amended 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.

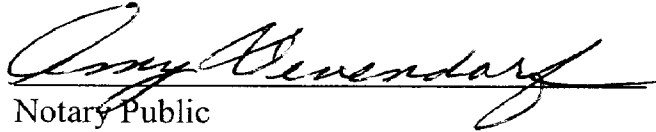


STATE OF COLORADO

}  
} ss:  
}

CITY AND COUNTY OF DENVER

On this 17<sup>th</sup> of November, 2000, before me personally came Joni M. Fish who, being by me duly sworn, did state as follows: that [s]he is Vice President of US BANK NATIONAL ASSOCIATION, that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of the governing body of said corporation.

  
Notary Public

My Commission expires:

AMY DEVENDORF  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires April 21, 2002

**SCHEDULE A**

**U.S. Trademark Registrations/Applications**

<b>MARK</b>	<b>KMOB FILE#</b>	<b>SERIAL NO.</b>	<b>REG. NO.</b>
"INTERACTIVE WATER PLAY"	SCSINT.004T	74/388678	1871424
"WET PLAY"	SCSINT.032T	75/195,018	
"BALLPLAY"	SCSINT.042T	75/380,854	
"THE FOAM FACTORY"	SCSINT.047T	75/391,080	2,260,534
"FUNH2OUSE"	SCSINT.054T		
"THE NEW WAY TO PLAY"	SCSINT.055T	75/455,908	
"SCS INTERACTIVE"	SCSINT.056T	75/454,885	
SCS INTERACTIVE (stylized logo)	SCSINT.057T	75/455,912	
"HYDROGLIDER"	SCSINT.089T		

**SCHEDULE B -- PATENTS**



## U.S. Patents/Applications

<b>BRIEF DESCRIPTION</b>	<b>KMOB FILE#</b>	<b>SERIAL NO.</b>	<b>PATENT NO.</b>
Playground Structure	SCSINT.002DA	07/438,220	D330,579
Playground Structure	SCSINT.002C1	08/846,116	5,967,901
Participatory Water Play Apparatus	SCSINT.003A	07/604,946	5,194,048
Participatory Water Play Apparatus	SCSINT.003C1	08/025,143	5,405,294
Participatory Water Play Apparatus	SCSINT.003C4	08/460,101	5,662,525
Waterslide Play Apparatus	BRIGGS.002A	08/054,559	5,378,197
Interactive Water Play System ("Treehouse")	SCSINT.009A	08/409,133	5,820,471
Interactive Play Structure "Nerf City"	SCSINT.014A	08/621,173	5,853,332
Participatory Play Structure w/ Discrete Play Articles	SCSINT.014C1	09/133,505	
Interactive Play Structure w/ Automated Conveyers	SCSINT.014CP1	09/002,694	
Projectile Launcher	SCSINT.035A	08/920,000	
Two-Way Interactive Waterslide	SCSINT.038A	08/914,672	
Two-Way Interactive Waterslide	SCSINT.038CP1	09/431,013	
Two-Way Interactive Waterslide	SCSINT.038CP2	09/483,410	
Interactive Funhouse	SCSINT.039A	09/033,528	6,132,318
Paul Bunyun's Mill (Design)	SCSINT.044DA	29/079,378	D 403,392
Target Arena Play Structure (Design)	SCSINT.040DA	29/081,117	D 407,133
Target Arena Play Structure (Design)	SCSINT.040DDV1	29/096,636	D 413,957
Waterplay Arena	SCSINT.046A	09/154,259	
Interactive Funhouse (Design)	SCSINT.051DA	29/080,201	D 406,871
Funhouse Entry Facade and Awning (Design)	SCSINT.051DDV1	29/096,630	D 416,066
Spinach Factory (Design)	SCSINT.061DA	29/085,590	D 421,283
Self Contained Interactive Play Structure	SCSINT.064A	09/277,232	
Chutes and Ladders Water Ride	SCSINT.074A	09/550,469	
Water Bomber Ride	SCSINT.076A	09/441,732	
Pull-Rope Play Structure	SCSINT.096PR	60/207,621	

**Foreign Patents/Applications**

<b>BRIEF DESCRIPTION</b>	<b>KMOB FILE#</b>	<b>SERIAL NO.</b>	<b>PATENT NO.</b>
Playground Structure - Japan	SCSINT.002XJP	2-28725	891541
Participatory Water Play Apparatus - Canada	SCSINT.003VCA	2053694-2	
Participatory Water Play Apparatus - Japan	SCSINT.003VJP	3-308247	
Interactive Water Play System ("Pirate Adv.") - PCT	SCSINT.009VPC	US96/03842	
Interactive Water Play System ("Pirate Adv.") -Canada	SCSINT.009VCA	2189495	
Interactive Play Structure "Nerf City" - PCT	SCSINT.014VPC	US96/13488	
Interactive Play Structure "Nerf City" - Australia	SCSINT.014VAU	70089/96	
Interactive Play Structure "Nerf City" - Brazil	SCSINT.014VBR	PI9610425-2	
Interactive Play Structure "Nerf City" - Canada	SCSINT.014VCA	2230066	
Interactive Play Structure "Nerf City" - China	SCSINT.014VCN	96197569.5	1199351
Interactive Play Structure "Nerf City" - Europe	SCSINT.014VEP	96931398.0	
Interactive Play Structure "Nerf City" - Japan	SCSINT.014VJP	509566/1997	504837/99
Interactive Play Structure "Nerf City" - S. Korea	SCSINT.014VKR	98/701,290	
Interactive Play Structure "Nerf City" - Mexico	SCSINT.014VMX	9801431	
Interactive Play Structure "Nerf City" - New Zealand	SCSINT.014VNZ	318573	318573
Interactive Play Structure "Nerf City" - Poland	SCSINT.014VPL	P325116	
Interactive Play Structure "Nerf City" - Singapore	SCSINT.014VSG	9801994-6	
Interactive Play Structure "Nerf City" - Vietnam	SCSINT.014VVN	S19980162	
Interactive Play Structure - Hong Kong	SCSINT.014VHK	98110317.8	
Interactive Play Structure w/ Circulating Media - PCT	SCSINT.014QPC	US98/05331	
Two-Way Interactive Waterslide - PCT	SCSINT.038VPC	US98/07309	
Waterplay Arena - PCT	SCSINT.046VPC	US98/26549	
Chutes and Ladders Water Ride	SCSINT.074VPC	US00/10346	