

01-12-2001



101580552

Handwritten: KLS
12.21.01

**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
- Change of Name
- Other

Effective Date
Month Day Year
12 18 00

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
12 18 00

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
- Other

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.)

Citizenship/State of Incorporation/Organization

01/11/2001 MTHA11 00000015 2340347

FOR OFFICE USE ONLY

01 FC:481

40.00 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

TRADEMARK
REEL: 002210 FRAME: 0476

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"/> | <input type="text"/> | <input type="text"/> |
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| <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

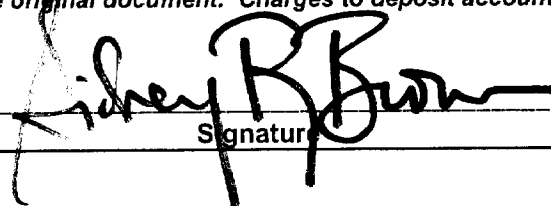
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

Sidney R. Brown
Name of Person Signing



Signature

December 20, 2000
Date Signed

PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of December 18, 2000 is made by and between **SUPERIOR INTERNATIONAL INDUSTRIES, INC.**, a Delaware corporation, **GROUND FOR PLAY, INC.**, a Delaware corporation, **AARDVARK RECREATION, INC.**, a Delaware corporation, **PLAYLAND INTERNATIONAL, INC.**, a Delaware corporation (each a "**Borrower**" and collectively the "**Borrowers**"), and **KEY CORPORATE CAPITAL INC.**, a Michigan corporation, in its capacity as Administrative Agent for the Lenders under the Credit Agreement as defined below (together with its successors and assigns, the "**Agent**").

WHEREAS, each of the Borrowers has entered into the Credit Agreement, dated as of December 18, 2000, with the financial institutions party thereto from time to time (the "**Lenders**"), Key Corporate Capital Inc., a Michigan corporation, as Lead Arranger and Administrative Agent for the Lenders, and LaSalle Bank, National Association as Documentation Agent for the Lenders (herein, as amended or modified from time to time, the "**Credit Agreement**"), providing, subject to the terms and conditions thereof, for certain Loans and Letters of Credit to be made available by the Lenders and the Issuing Bank to each of the Borrowers from time to time; and

WHEREAS, to induce the Lenders to enter into the Credit Agreement with each of the Borrowers and to make Loans and other credit facilities available thereunder, each of the Borrowers has agreed to execute and deliver this Agreement and to grant a security interest in the Collateral (as hereinafter defined) as security for (i) any and all obligations of each of the Borrowers in respect of the Loans and other credit facilities made available under the Credit Agreement, the Notes, the Security Documents (including this Agreement), the other Loan Documents, and any other note or notes from time to time evidencing such Loans and (ii) any and all other amounts from time to time payable by each of the Borrowers to the Lenders and the Issuing Bank under the Credit Agreement, the Security Documents (including this Agreement), the Notes or the other Loan Documents (the obligations described in clauses (i) and (ii) being herein collectively referred to as the "**Secured Obligations**");

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders and the Issuing Bank to enter into the Credit Agreement and the Lenders to make the Loans and other credit facilities available to or for the benefit of, and the Issuing Bank to issue Letters of Credit on behalf of, each of the Borrowers thereunder in accordance with the terms thereof, the parties hereto hereby agree as follows:

1. **Certain Definitions.** Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement (as defined in the Credit Agreement).

2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, each of the Borrowers hereby grants to the Agent, as agent for itself, the Lenders and the Issuing Bank, a security interest in and a general lien upon (whether now owned or hereafter by any of the Borrowers and whether acquired in the United States or elsewhere in the world) all of the Borrowers' rights, titles and interests in, to, and under the following, whether now owned or hereafter acquired and wherever located (all of which being hereafter collectively called the "**Collateral**"):

a. **Trademarks**

i. all trademarks, trade names and service marks of each of the Borrowers registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

ii. all applications for the registration of trademarks and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

iii. all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

iv. all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

v. all registrations and recordings with respect to any of the foregoing;

vi. all reissues and renewals of any of the foregoing;

vii. all corporate names, business names, trade styles, logos, other source or business identifiers;

viii. all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

ix. all rights to sue for past, present or future infringements of any of the foregoing;

x. all goodwill related to any of the foregoing;

xi. to the extent not included above, all general intangibles (as such term is defined in the Uniform Commercial Code of the State of Georgia) of each of the Borrowers related to the foregoing; and

xii. all proceeds of any and all of the foregoing; whether now existing or hereafter created or acquired, as to all items listed in paragraphs 1.a.i-xi above.

b. **Patents**

i. all letters patent of each of the Borrowers issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule B to this Agreement);

ii. all applications for letters patent to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule B to this Agreement);

iii. all letters patent issued by any other country or any office, agency or other governmental authority thereof;

iv. all applications for letters patent with any office, agency or other governmental authority referred to in clause (iii) above;

v. all registrations and recordings with respect to any of the foregoing;

vi. all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;

vii. all licenses and other agreements relating in whole or in part to any patents, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof;

viii. all rights to sue for past, present or future infringements of any of the foregoing;

ix. all goodwill related to any of the foregoing;

x. to the extent not included above, all general intangibles (as such term is defined in the Uniform Commercial Code of the State of Georgia) of each of the Borrowers related to the foregoing; and

xi. all proceeds of any and all of the foregoing; whether now existing or hereafter created or acquired, as to all items listed in paragraph 1.b.i-x above.

c. Upon the occurrence and during the continuance of any Event of Default, the Agent shall thereupon have, in addition to all other rights and remedies given it by this Agreement, those allowed by the federal laws of the United States and the rights and remedies of a Lender under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Collateral may be located.

3. Continuing Liability. Each of the Borrowers hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable with respect to the Collateral to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions

thereof. The Agent shall have no obligation or liability with respect to any Collateral by reason of or arising out of this Agreement or the grant of a security interest therein to the Agent or the receipt by the Agent of any payment relating to any Collateral pursuant thereto, nor shall the Agent be required or obligated in any manner to perform or fulfill any of the obligations of any of the Borrowers thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party with respect to any Collateral, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

4. Remedies. If an Event of Default has occurred and is continuing, the Agent may exercise, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement and any other Security Document, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Without limiting the generality of the foregoing, each of the Borrowers expressly agrees that in any such event the Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon any of the Borrowers or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Agent's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and the Agent shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Secured Obligations ratably according to the respective amounts (which in the case of Secured Obligations other than Loans shall mean the amount due on the date of distribution) of such Secured Obligations, each of the Borrowers remaining liable for any deficiency therein. After payment in full of all of the Secured Obligations (including those not yet due and payable at the time of the application referred to above), the Agent shall remit any surplus net proceeds to each of the Borrowers (or their successors or assigns) or otherwise as a court of competent jurisdiction may direct. The Agent shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in any of the Borrowers, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, each of the Borrowers waives all claims, damages and demands against the Agent arising out of the repossession, retention or sale of the Collateral. Each of the Borrowers agrees that the Agent need not give more than 10 days' notice of the time after which a private sale may take place and that such notice is reasonable notification of such matter.

5. Grant of License to Use Intangibles. For the purpose of enabling the Agent to exercise rights and remedies under Section 4 hereof at such time as the Agent, without regard to this Section 5, shall be lawfully entitled to exercise such rights and remedies and for no other purpose, each of the Borrowers hereby grants to the Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to any of the Borrowers) to use, assign or sublicense any of the Collateral, now owned or hereafter acquired by any of the Borrowers, and wherever the same may be located, including in such license access to all media

in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

6. Covenants Regarding Trademark Collateral.

(a) Each of the Borrowers shall notify the Agent immediately if it desires to abandon any application or let expire any registration relating to any Trademark, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding such Borrower's ownership of any Trademark which is material to the conduct of any Borrower's business, its right to register the same, or to keep and maintain the same.

(b) In no event shall any Borrower, either by itself or through any agent, employee, licensee or designee, file an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, unless it informs the Agent within thirty (30) days after said filing, and, upon request of the Agent, executes and delivers any and all agreements, instruments, documents, and papers as the Agent may reasonably request to evidence the Agent's security interest in such application and Trademark and the Intangible Assets, including, without limitation, the goodwill of any such Borrower, relating thereto or represented thereby.

(c) Each of the Borrowers shall take all necessary actions within its power, including, without limitation, in any proceeding before the United States Patent and Trademark Office, to maintain and pursue each material application (and to obtain the relevant registration) and to maintain each material registration of the Trademarks, including, without limitation, filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.

(d) In the event that any of the material Trademark Collateral is infringed, misappropriated or diluted by a third party, each of the Borrowers shall notify the Agent promptly after it learns the same and shall, unless such Borrower(s) shall reasonably determine that such Trademark Collateral is not material to the conduct of any Borrower's business or that the nature of the infringement is not such as to warrant any action against the third party, promptly take all action that such Borrower(s) reasonably determines is necessary, including suing for infringement, misappropriation or dilution in order to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as such Borrower(s) shall reasonably deem appropriate under the circumstances to protect such Trademark Collateral.

7. Covenants Regarding Patent Collateral.

(a) Each of the Borrowers shall notify the Agent immediately if it desires to abandon any application relating to a Patent or let expire any issued Patent, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding any such Borrower's ownership of any Patent or its right to keep and maintain the same.

(b) In no event shall any of the Borrowers, either by itself or through any agent, employee, licensee or designee, file an application for any Patent with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, unless it informs the Agent within thirty (30) days after said filing, and, upon request of the Agent, executes and delivers any and all agreements, instruments, documents, and papers as the Agent may reasonably request to evidence the Agent's security interest in such application and Patent and the Intangible Assets, including, without limitation, the goodwill of any such Borrower(s), relating thereto or represented thereby.

(c) Each of the Borrowers will take all necessary actions within its power, including, without limitation, in any proceeding before the United States Patent and Trademark Office, to maintain and pursue each material application (and to obtain the relevant issuance of a Patent) and to maintain those material Patents which are material to the conduct of any Borrower's business, including, without limitation, filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.

(d) In the event that any of the material Patent Collateral is infringed by a third party, each of the Borrowers shall notify the Agent promptly after it learns the same and shall, unless any such Borrower(s) shall reasonably determine that such Patent Collateral is not material to the conduct of any Borrower's business or that the nature of the infringement is not such as to warrant any action against the third party, promptly take all action that such Borrower(s) reasonably determines is necessary, including suing for infringement in order to recover any and all damages for such infringement, and take such other actions as such Borrower(s) shall reasonably deem appropriate under the circumstances to protect such Patent Collateral.

8. Further Identification of Collateral. Each of the Borrowers will furnish to the Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request, all in reasonable detail.

9. Representations and Warranties, etc. Each of the Borrowers agrees that it will, at its expense, forever warrant and, at the Agent's request, defend the Agent's and any Borrower's respective interests in the Collateral from any and all claims and demands of any other person, and that it will not grant, create or permit to exist any Encumbrance upon or security interest in the Collateral in favor of any other person except as expressly permitted under Section 6.08 of the Credit Agreement. Each of the Borrowers represents and warrants to the Agent that:

(a) each of the Borrowers has full power, authority and legal right and capacity to incur and perform its obligations hereunder,

(b) this Agreement constitutes the legal, valid and binding obligation of each of the Borrowers, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights and by general principles of equity (whether considered in a proceeding at law or in equity),

(c) the making and performance by each of the Borrowers of this Agreement and the grant of the security interest hereunder have been duly authorized by all necessary corporate action, and do not and will not violate the provisions of any applicable law or applicable regulation, any Borrower's articles of incorporation or by-laws (or equivalent organizational documents) and do not and will not result in a breach of, or constitute a default under, or require any consent (other than consents which have been obtained which are in full force and effect and copies of which have been delivered to the Agent) or create any lien, charge or encumbrance under, any agreement, instrument or document or the provisions of any order, writ, judgment, injunction, decree, determination or award of any court, government or governmental agency or instrumentality, applicable to any Borrower or to any Borrower's assets to which any Borrower is a party or by which any Borrower or any of its assets may be bound or affected,

(d) so long as the Secured Obligations remain outstanding, each of the Borrowers at all times will be the sole direct or indirect beneficial owner of, or will have the right to use, the Collateral hereunder, and

(e) upon the recordation of the appropriate copies of this Agreement with the United States Patent and Trademark Office and all related Uniform Commercial Code filings, this Agreement grants to the Agent a first priority lien upon and in the Collateral as set forth on Schedules A and B hereto subject to no lien or security interest.

10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses determined under Section 9.04 of the Credit Agreement.

11. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. No Waiver; Cumulative Remedies. The Agent shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Agent, and then only to the extent therein set forth. A waiver by the Agent or any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Agent would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Agent any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

13. Waivers; Amendments. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

14. Limitations by Law. All rights, remedies and powers provided by Sections 3 and 4 hereof may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions of Sections 4 and 5 hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part, or not entitled to be recorded, registered or filed under the provision of any applicable law.

15. Successors and Assigns. This Agreement shall be binding upon each of the Borrowers and the Agent, and their respective successors and assigns and shall inure to the benefit of each of the Borrowers and the Agent and their respective successors and assigns, and nothing herein or in the Credit Agreement or any other Security Document or Loan Document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Credit Agreement or any other Security Document or Loan Document.

16. Termination and Reassignment. The Agent agrees that upon the termination or expiration of the Credit Agreement and the Security Documents and the payment in full of all the Secured Obligations (other than contingent indemnity obligations), the Agent will, if there are no remaining Commitments or Letters of Credit outstanding, upon the request and at the expense of each of the Borrowers execute all such documents as may be reasonably requested by each of the Borrowers to release the security interests created hereby.

17. Reference to Separate Security Agreement. This Agreement has been entered into by each of the Borrowers and the Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between each of the Borrowers, as debtors, and the Agent, as secured party. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

18. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of Georgia.

19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

20. Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF THE BORROWERS AND THE AGENT EACH WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE AGENT, ANY OF THE LENDERS AND ANY OF THE BORROWERS ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

SUPERIOR INTERNATIONAL INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

GROUNDS FOR PLAY, INC.

By: _____
Name: _____
Title: _____

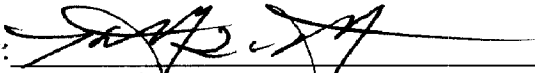
AARDVARK RECREATION, INC.

By: _____
Name: _____
Title: _____

PLAYLAND INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

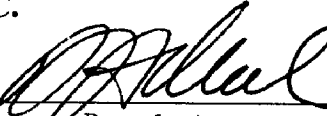
KEY CORPORATE CAPITAL INC.,
as Agent for the Lenders from time to time under
the Credit Agreement

By:  _____
Name: Kenneth L. Bishop
Title: Vice President

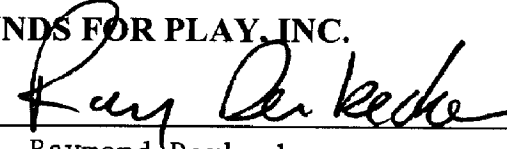
THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

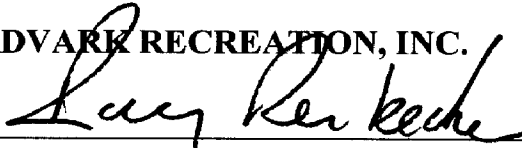
SUPERIOR INTERNATIONAL INDUSTRIES, INC.

By: 
Name: Derek A. McDowell
Title: Chairman

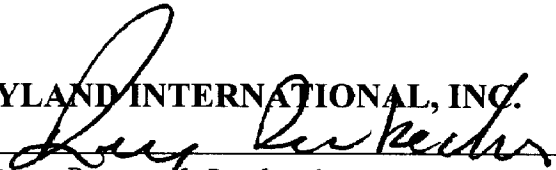
GROUNDS FOR PLAY, INC.

By: 
Name: Raymond Derbecker
Title: Chairman and President

AARDVARK RECREATION, INC.

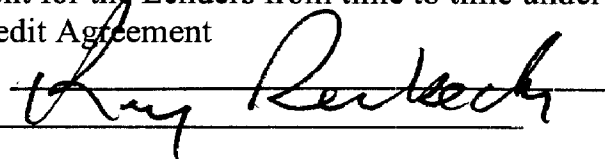
By: 
Name: Raymond Derbecker
Title: Chairman and President

PLAYLAND INTERNATIONAL, INC.

By: 
Name: Raymond Derbecker
Title: Chairman

KEY CORPORATE CAPITAL INC.,

as Agent for the Lenders from time to time under the Credit Agreement

By: 
Name: _____
Title: _____

Schedule A
to
Patent and Trademark Security Agreement

I. TRADEMARKS, TRADE NAMES, SERVICE MARKS, ETC. REGISTERED WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE:

| Holder of Mark or Name | Mark or Name | Registration Number | Registration Date | Country |
|---|--------------------------------|----------------------------|--------------------------|----------------|
| Superior International Industries, Inc. | CHILDWORKS | 2340347 | April 11, 2000 | U.S.A. |
| Grounds For Play, Inc. | I PLAY, THEREFORE I AM | 2365751 | July 11, 2000 | U.S.A. |
| Grounds For Play, Inc. | WE MAKE PLAYGROUNDS FUNCTIONAL | 1811217 | December 14, 1993 | U.S.A. |

II. APPLICATIONS FOR TRADEMARKS, TRADE NAMES, SERVICE MARKS, ETC. FILED WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE:

None.

Schedule B
to
Patent and Trademark Security Agreement

I. UNITED STATES PATENTS ISSUED

| Patent Holder | Patent Number | Description | Country | Issue Date |
|---|----------------------|---|----------------|-------------------|
| Superior International Industries, Inc. | D416.065 | Connector for Two Tubes in Playground Structures | USA | November 2, 1999 |
| Superior International Industries, Inc. | D416.064 | Connector for Five Tubes in Playground Structures | USA | November 2, 1999 |
| Superior International Industries, Inc. | 5,238,456 | Reinforced Swing Seat | USA | August 29, 1993 |

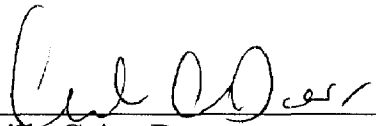
II. UNITED STATES PATENTS PENDING

None.

I certify that this correspondence is being deposited with the United States Postal Service by Express Mail Post Office to Addressee, No. EL689065443US. In an envelope addressed to Box Assignments, Commissioner of Patents and Trademarks, Washington, D.C. 20231 on December 21, 2000.

By: 
Camille Caine Duerr

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