

03-12-2002

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE 102011107 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

SCS Interactive, Inc.

Handwritten: 1-29-02, 2-26-02

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

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

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association

Internal Address:

Street Address: 8401 East Belleview

City: Denver State: CO Zip: 80237

- 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

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

3. Nature of conveyance:

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

Execution Date: November 17, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/906389

B. Trademark Registration No.(s)

1,893,063

Additional number(s) attached Yes No

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

Name: Gary N. Meade, Jr., Esq.

Internal Address:

03/11/2002 GT0N11 00000228 75906389

01 FC:481 40.00 OP 02 FC:482 25.00 OP

Street Address: Jacobs Chase Frick Kleinkopf & Kelley LLC 1050 17th Street, Suite 1500

City: Denver State: CO Zip: 80265

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 80

- 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.

Gary N. Meade, Jr. Name of Person Signing

Signature

11/29/2002 Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Refund Ref: 03/11/2002 GT0N11 0000114964

CHECK Refund Total: \$15.00

TRADEMARK REEL: 002458 FRAME: 0365

**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 53rd 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.

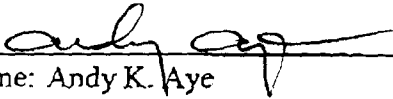
This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The right and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set 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.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 13th day of November, 2001.

SCS INTERACTIVE, INC.

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: Jeffrey L. Vigil
Title: Vice President

By: 
Name: Andy K. Aye
Title: Vice President

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

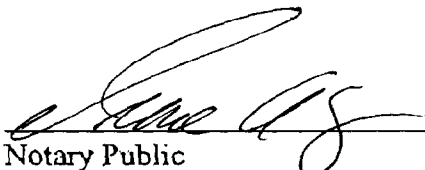
On this _____ of November, 2001, before me personally came Jeffrey L. Vigil who, being by me duly sworn, did state as follows: that [s]he is Vice President of SCS INTERACTIVE, INC., that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Notary Public

My Commission expires: _____

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

On this 13TH of November, 2001, before me personally came Andy K. Aye 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: _____

**MY COMMISSION EXPIRES:
 SEPTEMBER 16, 2002
 8401 EAST BELLEVIEW AVENUE
 DENVER, CO 80237**

SCHEDULE A -- MARKS

Mark	Application or Registration Number
Hydroglider	75/906,389
SCS	1,893,063

SCHEDULE B -- PATENTS

None

00089876.WPD 2

RECORDED: 02/26/2002

**TRADEMARK
REEL: 002458 FRAME: 0371**