

03-12-2002

Form PTO-1594
(Rev. 03/01)
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Tab settings



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

102011105

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

1. Name of conveying party(ies):

Koala Surfaces, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: September 26, 2001

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association

Internal Address:

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

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

75/729,191

B. Trademark Registration No.(s)

1,825,612 1,464,860 1,176,427

1,815,220 1,380,497

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:

GT0N11 00000229 75729191

40.00 DP
125.00 DP

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:

6

7. Total fee (37 CFR 3.41).....\$ 240

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

Date

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

Refund Ref: 03/11/2002 GT0N11 0000114966

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

CHECK Refund Total: \$75.00

TRADEMARK
REEL: 002458 FRAME: 0372

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, KOALA SURFACES, INC., a New York corporation (the "Assignor"), 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 Amended and Restated Revolving Credit and Security Agreement among Assignor's parent company, Koala Corporation ("Parent"), 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 Parent (the "Secured Obligations") under the Borrower's Amended and Restated Revolving Credit and Security Agreement between the Assignor and the Assignee, dated as of September 26, 2001. Assignor has also previously entered into a security agreement in favor of Assignee securing the payment of the Secured Obligations (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 9th day of November, 2001, before me personally came Andy Aye who, being by me duly sworn, did state as follows: that he is Vice President of US BANK NATIONAL ASSOCIATION, that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said bank and that he did so by authority of the governing body of said entity.



Notary Public

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

SCHEDULE A – MARKS

MARK

REGISTRATION OR APPLICATION NUMBER

Design	75/729,191
Fibar Systems	1,825,612
Fibar Systems	1,815,220
The Fibar System	1,464,860
Fibar Felt	1,380,497
Fibar & Design	1,176,427

SCHEDULE B -- PATENTS

NONE

JACOBS

CHASE

FRICK

KLEINKOPF

&

KELLEY

LLC

ATTORNEYS AT LAW

GARY N. MEADE, JR.
303-892-4453
GMEADE@jcfkk.com

February 5, 2002

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Security Agreement Conveyances of Patents and Trademarks for
Koala Corporation and Security Agreement Conveyances of
Trademarks for SCS Interactive, Inc. and Koala Surfaces, Inc.

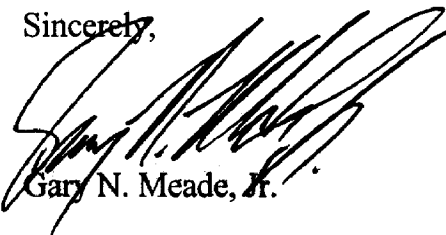
Dear Commissioner:

Enclosed are the following documents for filing with your office:

1. A cover sheet and Assignment of Security Interest in United States Trademarks for a trademark filing for Koala Corporation. With respect to this filing, a check in the amount of \$80 is enclosed.
2. A cover sheet and Assignment of Security Interest in United States Patents for a patent filing for Koala Corporation. With respect to this filing, a check in the amount of \$120 is enclosed.
3. A cover sheet and Assignment of Security Interest in United States Trademarks for a trademark filing for SCS Interactive, Inc. With respect to this filing, a check in the amount of \$80 is enclosed.
4. A cover sheet and Assignment of Security Interest in United States Trademarks for a trademark filing for Koala Surfaces, Inc. With respect to this filing, a check in the amount of \$240 is enclosed.

Also enclosed is a copy of this letter which I would appreciate you stamping received and returning to me in the enclosed self-addressed, stamped envelope. If you have any questions, please give me a call at 303-892-4453. Thank you for your attention to this matter.

Sincerely,



Gary N. Meade, Jr.

GNM:ad
Enclosures

INDEPENDENCE PLAZA
1050 17th St.
Suite 1500
DENVER, CO 80265
303-685-4800
FAX 303-685-4869