

01-17-2003

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)



102340481

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

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

## 1. Name of conveying party(ies):

PS Commercial Play, LLC

01/13/03

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution date: January 6, 2003

## 2. Name and address of receiving party(ies):

Name: General Electric Capital Corporation

Internal

Address: \_\_\_\_\_

Street Address: 335 Madison Avenue, 12th Floor

City: New York State: NY Zip: 10017

☐ Individual(s) citizenship \_\_\_\_\_☐ Association \_\_\_\_\_☐ General Partnership \_\_\_\_\_☐ Limited Partnership \_\_\_\_\_☒ Corporation-State Delaware☐ Other \_\_\_\_\_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)

B. Trademark Registration No.(s) 2,403,690; 2,403,691; 2,432,941; 2,586,272

Additional number(s) attached ☐ Yes ☒ No

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

Name: Kevin Russell

Internal Address: Weil, Gotshal &amp; Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

## 6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(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.

Phyllis Eremitaggio

Name of Person Signing

Phyllis Eremitaggio

Signature

January 13, 2003

Date

Total number of pages including cover sheet, attachments, and document: 8

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

01/16/2003 TDI A21 00000231 230800 2432941

01 FC:8521  
02 FC:852240.00 CH  
75.00 CH

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TRADEMARK  
REEL: 002651 FRAME: 0301

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of January 6, 2003, by PS COMMERCIAL PLAY, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Administrative Agent for Lenders.

## W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of May 19, 2000 by and among Grantor, as a Credit Party, the other Credit Parties signatory thereto, Administrative Agent, Documentation Agent, Syndication Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by Grantor, among others;

WHEREAS, Lenders are willing to execute and deliver Amendment No. 3 to the Credit Agreement, dated as of the date hereof, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for itself and the ratable benefit of Lenders, a Joinder Agreement whereby Grantor becomes a party to that certain Security Agreement dated as of May 19, 2000 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all registrations, reissues, divisionals, renewals, restorations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

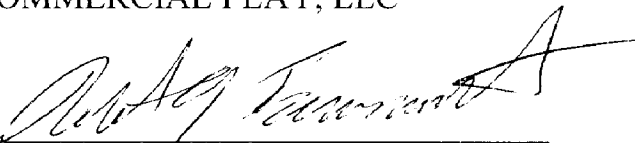
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PS COMMERCIAL PLAY, LLC

By:   
Name: Robert A. Farnsworth  
Title: President

**ACCEPTED AND ACKNOWLEDGED BY:**

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTOR**

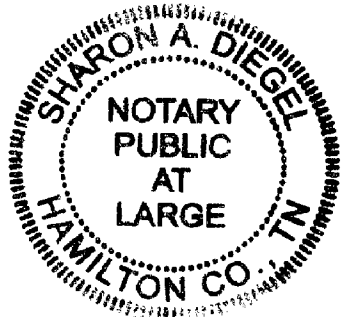
STATE OF TENNESSEE )  
COUNTY OF HAMILTON ) ss.

On this 6th day of January, 2003 before me personally appeared Robert A. Farnsworth, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PS Commercial Play, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its [Board of Managers] and that he acknowledged said instrument to be the free act and deed of said limited liability company.

  
Notary Public

My Commission Expires March 28, 2005

{seal}



IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PS COMMERCIAL PLAY, LLC

By: \_\_\_\_\_

Name:

Title:

**ACCEPTED AND ACKNOWLEDGED BY:**

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Administrative Agent

By: 

Name: Christian R. DeAngelis

Title: Duly Authorized Signatory

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF \_\_\_\_\_ )

\_\_\_\_\_ )

ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2003 before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PS Commercial Play, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its [Board of Managers] and that he acknowledged said instrument to be the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public

{seal}

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

<b><u>Trademark</u></b>	<b><u>App./Reg. No.</u></b>	<b><u>App./Reg. Date</u></b>	<b><u>Status</u></b>
Dura Max	2,403,690	11/14/2000	Registered
Super Max	2,403,691	11/14/2000	Registered
Park Structures	2,432,941	3/6/2001	Registered
Bark Park	2,586,272	6/25/2002	Registered