

01-27-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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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): Koala Corporation
Individual(s) Association General Partnership Limited Partnership
[checked] Corporation-State Colorado
Other
Additional name(s) of conveying party(ies) attached? [] Yes [checked] No

2. Name and address of receiving party(ies)
Name: PS Commercial Play, LLC
Internal Address:
Street Address: 430 Chestnut Street, Suite 300
City: Chattanooga State: TN Zip: 37402
Individual(s) citizenship Association General Partnership Limited Partnership
[checked] 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 [checked] No

3. Nature of conveyance:
[checked] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: 01/06/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,432,941; 2,403,691; 2,403,690; 2,586,272
Additional number(s) attached [] Yes [checked] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Douglas T. Johnson
Internal Address: Miller & Martin LLP
Street Address: Suite 1000 Volunteer Building
832 Georgia Avenue
City: Chattanooga State: TN Zip: 37402

6. Total number of applications and registrations involved: 4
7. Total fee (37 CFR 3.41).....\$ 115.00
[checked] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Douglas T. Johnson
Name of Person Signing
Signature
January 10, 2003
Date
Total number of pages including cover sheet, attachments, and document: 5

OFFICE OF PUBLIC RELATIONS
FINANCE SECTION
2003 JAN 21 AM 9:50

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

TRADEMARK
REEL: 002658 FRAME: 0525

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 6th day of January, 2003, by and between. Koala Corporation, a corporation organized under the laws of the State of Colorado ("Assignor"), and PS Commercial Play, LLC, a limited liability company organized and existing under the laws of Delaware ("Assignee"). Initially capitalized terms used herein and not defined shall have the meaning assigned to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignee, PlayCore Wisconsin, Inc., a Wisconsin corporation, Assignor and PS Florida, Inc., a Colorado corporation, have entered into an Asset Purchase Agreement, dated January 6, 2003 (the "Asset Purchase Agreement"), pursuant to which Assignee has agreed to acquire, and Assignor has agreed sell certain intellectual property, including the Marks (as defined below); and

WHEREAS, Assignor has adopted, used and/or is currently using and owns certain marks, and has agreed to assign to Assignee all of Assignor's right, title and interest in and to all its United States and foreign registered or unregistered trademarks, trade names and service marks that are used exclusively in the Business, as well as any pending applications or registrations for any of the foregoing, including those that are identified and set forth on Schedule A attached hereto (collectively, "Marks") and the goodwill associated with the Marks in all countries;

NOW, THEREFORE, for ten dollars (\$10.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged:

Assignor hereby sells, assigns, transfers, sets over and delivers to Assignee, Assignor's entire right, title and interest in and to the Marks, along with the goodwill associated with the Marks in all countries, the same to be held and enjoyed by said Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason or infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

* * * * *

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR:

KOALA CORPORATION

By: _____

Title: _____

ASSIGNEE:

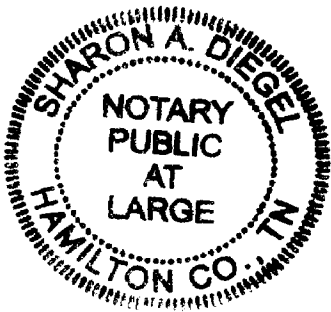
PS COMMERCIAL PLAY, LLC

By: Robert A. Farnsworth

Title: Pres

STATE OF TENNESSEE)
) SS:
COUNTY OF HAMILTON)

On this 6th day of January, 2003, before me personally came Robert A. Farnsworth, to me known who, being duly sworn, did depose and say that [he/she] resides in the State of Tennessee; and that [he/she] signed [his/her] name thereto.



Sharon A. Diegel
Notary Public

My Commission Expires March 28, 2005

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR:

KOALA CORPORATION

By: [Signature]
Title: President

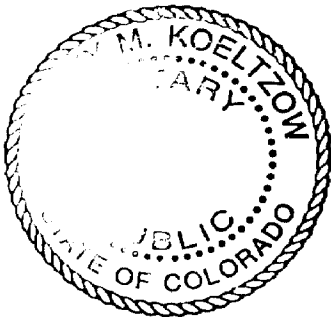
ASSIGNEE:

PS COMMERCIAL PLAY, LLC

By: _____
Title: _____

STATE OF Colorado)
COUNTY OF Denver) SS:

On this 6th day of January, 2003, before me personally came JAMES A. ZAZENSKI, to me known who, being duly sworn, did depose and say that he resides in the State of Colorado; and that he signed his name thereto.



[Signature]
Notary Public
Commission Exp: 12/16/05

Schedule A

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Park Structures	2,432,941	March 6, 2001
Super Max	2,403,691	November 14, 2000
Dura Max	2,403,690	November 14,2000
Bark Park	2,586,272	June 25, 2002
Bark Park	76/069,501 (serial number)	Abandoned