TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PlayCore Holdings, Inc.		08/13/2004	CORPORATION: DELAWARE
PlayCore Wisconsin, Inc.		08/13/2004	CORPORATION: WISCONSIN
PS Commercial Play, LLC		08/13/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse First Boston
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Banking Institution: SWITZERLAND

PROPERTY NUMBERS Total: 112

Property Type	Number	Word Mark
Registration Number:	2276558	ARLINGTON
Registration Number:	2211281	ASTRO SPEEDER
Registration Number:	2586272	BARK PARK
Registration Number:	2109896	BIGFOOT
Registration Number:	1974024	BIO-ORB
Registration Number:	2312893	BRISTOL
Registration Number:	2701027	BUZZ THE BUMBLE BEE
Registration Number:	2664059	CATERPILLAR CLIMBER
Registration Number:	2428349	COSMIC COMMUNICATOR
Registration Number:	2428350	COSMIC CUB
Registration Number:	1928414	COVERED WAGON
Registration Number:	2701284	CYBERSLIDE
Registration Number:	2209296	DISCOVERY MOUNTAIN

OP $2815.00 2276558

Registration Number:	2403690	DURA MAX
Registration Number:	1412480	DURASCAPE
Registration Number:	2276560	EARLEVILLE
Registration Number:	2390471	ENRICHING CHILDHOOD THROUGH PLAY
Registration Number:	2454742	ENRICHING CHILDHOOD THROUGH PLAY SINCE 1929 GAME GT TIME
Registration Number:	2282058	ESCALANTE
Registration Number:	2485557	EXTREME PLAY
Registration Number:	1813369	EZ FRAME BRACKET
Registration Number:	2615856	FISH TAIL ACCESS
Registration Number:	2499003	FITKID
Registration Number:	2116889	FLIP SLIDE
Registration Number:	1541676	GAME TIME
Registration Number:	2006064	GAMETIME
Registration Number:	2030485	GAMETIME
Registration Number:	2758530	GAMETIME A PLAYCORE COMPANY
Registration Number:	2557742	GT
Registration Number:	2032182	GT FABRICATORS
Registration Number:	2648995	GT H20
Registration Number:	2726510	GTIMPAX
Registration Number:	2362150	GT-X
Registration Number:	2276559	GULFPORT
Registration Number:	2506883	INCHWORM
Registration Number:	2664060	INCHWORM CLIMBER
Registration Number:	2551006	KIDCURBS
Registration Number:	2682666	KIDMAGNETS
Registration Number:	2408814	KIDS-I-VIEW
Registration Number:	1880166	KIDTIME DESIGNS
Registration Number:	2589117	LITTLEFOOT
Registration Number:	1908624	LOOKOUT
Registration Number:	2417554	LUNAR MOUNTAIN CLIMBER
Registration Number:	2229631	MEGA ROCK
Registration Number:	1932462	MEGALOC
Registration Number:	2818084	
Registration Number:	2722098	

Registration Number:	2585243	
Registration Number:	2683267	MOVING PLAY FORWARD
Registration Number:	2276557	OLD FORGE
Registration Number:	2432941	PARK STRUCTURES
Registration Number:	2229632	PEEK-A-BOO
Registration Number:	2332350	PENTESPLAY
Registration Number:	2357495	PLAY PALETTES
Registration Number:	2567406	PLAYCORE
Registration Number:	2651652	PLAYGROUND PETS
Registration Number:	1841409	PLAYLAB
Registration Number:	2809167	POWERLOCK
Registration Number:	1809357	POWERSCAPE
Registration Number:	2738770	POWERSCAPE
Registration Number:	1980181	PRIMETIME
Registration Number:	2780236	RAIN WHEEL
Registration Number:	1804616	RENEGADE
Registration Number:	2705336	ROCKSLIDE
Registration Number:	1804620	RUSTLER
Registration Number:	0707172	SADDLE-MATES
Registration Number:	1764675	SCOUT
Registration Number:	2282057	SEDONA
Registration Number:	2492080	SHUTTLE GLIDER
Registration Number:	2492084	SHUTTLE TOWER
Registration Number:	2519898	SKY WHEEL
Registration Number:	1804617	SKYSCRAPER
Registration Number:	2332290	SOFT CONTAINED PLAY, DONE THE RIGHT WAY.
Registration Number:	2283867	STREETSCAPE
Registration Number:	2403691	SUPER MAX
Registration Number:	1780415	SWING-N-SLIDE
Registration Number:	2501550	SWING-N-SLIDE TUFF KIDS COMMERCIAL PLAYGROUNDS
Registration Number:	2340823	THE ADVENTURE CONTINUES
Registration Number:	2811516	THE POWER OF PLAY
Registration Number:	2605670	TITAN
Registration Number:	2124236	TOMORROW'S PLAY TODAY
Registration Number:	1495218	TOTTIME

Registration Number:	1614855	TOTTIME
Registration Number:	1804619	TOWER TUNNEL
Registration Number:	2468498	TREEPLAY
Registration Number:	2394161	TREESCAPE
Registration Number:	2501514	TUFF KIDS
Registration Number:	2471262	TUFF TOTS
Registration Number:	2679323	TUFFCLAD
Registration Number:	1905747	TURBO TUBE SLIDE
Registration Number:	2492078	TWIN SHUTTLE TOWERS
Registration Number:	1806248	TWIN TOWERS
Registration Number:	1425770	ULTRUM
Registration Number:	1493020	WAIST-HI
Registration Number:	2783025	WALLCANO
Registration Number:	2664058	WAVE CLIMBER
Registration Number:	2725525	WILDSLIDE
Registration Number:	2653488	XTREMEP!AY
Serial Number:	78230838	F5
Serial Number:	76407593	GT ACTION
Serial Number:	78457543	GTACTION
Serial Number:	78293915	MAXIMIZING THE POTENTIAL OF PLAY
Serial Number:	76388124	
Serial Number:	78448397	
Serial Number:	78317707	OVER-N-UNDER
Serial Number:	78411053	PLAYWORKS
Serial Number:	78410927	PLAYWORX
Serial Number:	78249525	T TOTSTUFF
Serial Number:	78309652	THE LEADER IN PLAY
Serial Number:	78214530	TORNADO
Serial Number:	78314974	WILDERSLIDE
Serial Number:	78336852	SKID

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (714) 540-1235

Email: ipdocket@lw.com

Correspondent Name:	Perry J. Viscounty, Esq.
Address Line 1:	650 Town Center Drive, Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0011
NAME OF SUBMITTER:	Anna T Kwan

Total Attachments: 9
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

First Lien Trademark Security Agreement, dated as of August 13, 2004 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of **PLAYCORE WISCONSIN, INC.** and **PS COMMERCIAL PLAY, LLC** (collectively, "Grantors") and **CREDIT SUISSE FIRST BOSTON, ACTING THROUGH ITS CAYMAN ISLANDS BRANCH**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the **"Collateral Agent"**).

WITNESSETH:

WHEREAS, Grantors are party to a First Lien Pledge and Security Agreement dated as of August 13, 2004 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of such 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 United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including the registrations and applications referred to on Schedule I hereto (collectively, "Trademarks");

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses");

(c) all extensions or renewals of the foregoing;

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

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each 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.

PLAYCORE WISCONSIN, INC.

By: _____
Name:
Title:

PS COMMERCIAL PLAY, LLC

By: _____
Name:
Title:

Accepted and Agreed:

CREDIT SUISSE FIRST BOSTON,
acting through its Cayman Islands Branch,
as Collateral Agent

By: _____
Name: ROBERT HETU
Title: DIRECTOR

By: _____
Name: VANESSA GOMEZ
Title: ASSOCIATE

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Schedule I

Trademark Applications	
Serial No.	Mark
78230838	F5
76407593	GT ACTION
78457543	GTACTION
78293915	MAXIMIZING THE POTENTIAL OF PLAY
76388124	Miscellaneous Design (circle i)
78448397	Miscellaneous Design (crossed orbits)
78317707	OVER-N-UNDER
78411053	PLAYWORKS (design)
78410927	PLAYWORX
78249525	T TOTSTUFF (stylized)
78309652	THE LEADER IN PLAY
78214530	TORNADO
78314974	WILDERSLIDE
78336852	SKID

Trademark Registrations	
Reg. No.	Mark
2276558	ARLINGTON
2211281	ASTRO SPEEDER
2586272	BARK PARK
2109896	BIGFOOT
1974024	BIO-ORB
2312893	BRISTOL
2701027	BUZZ THE BUMBLE BEE
2664059	CATERPILLAR CLIMBER
2428349	COSMIC COMMUNICATOR

Trademark Registrations	
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1928414	COVERED WAGON
2701284	CYBERSLIDE
2209296	DISCOVERY MOUNTAIN
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2282058	ESCALANTE
2485557	EXTREME PLAY
1813369	EZ FRAME BRACKET
2615856	FISH TAIL ACCESS
2499003	FITKID
2116889	FLIP SIDE
1541676	GAMETIME
2006064	GAMETIME
2030485	GAMETIME
2758530	GAMETIME A PLAYCORE COMPANY design
2557742	GT
2032182	GT FABRICATORS
2648995	GT H2O
2726510	GTIMPAX
2362150	GT-X
2276559	GULFPORT
2506883	INCHWORM
2664060	INCHWORM CLIMBER
2551006	KIDCURBS
2682666	KIDMAGNETS
2408814	KIDS-I-VIEW

Trademark Registrations	
Reg. No.	Mark
1880166	KIDTIME DESIGNS
2589117	LITTLEFOOT
1908624	LOOKOUT
2417554	LUNAR MOUNTAIN CLIMBER
2229631	MEGA ROCK
1932462	MEGALOC
2818084	Miscellaneous Design (circle t)
2722098	Miscellaneous Design (exclamation with swoop)
2585243	Miscellaneous Design (stylized circle i)
2683267	MOVING PLAY FORWARD
2276557	OLD FORGE
2432941	PARK STRUCTURES
2229632	PEEK-A-BOO
2332350	PENTESPLAY
2357495	PLAY PALETTES
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2705336	ROCKSLIDE
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1764675	SCOUT
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