

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swingworks, Inc.		10/26/2005	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	PlayNation Play Systems, Inc.		
Street Address:	1925 Shiloh Road, Building One		
City:	Kennesaw		
State/Country:	GEORGIA		
Postal Code:	30144		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2736214	SWINGWORKS	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6588		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-885-3330		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Michael D. Hobbs, Jr., Esq.		
Address Line 1:	Troutman Sanders LLP		
Address Line 2:	600 Peachtree Street, N.E., Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	17837.2		
NAME OF SUBMITTER:	Anne E. Yates, Esq.		
Signature:	/aey/		
Date:	10/27/2005		

OP \$40.00 2736214

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 26 day of October 2005, by and between Swingworks, Inc., a Georgia corporation, having its principal place of business at 1925 Shiloh Road, Building One, Kennesaw, Georgia 30144 U.S.A (hereinafter referred to as "Assignor"), and PlayNation Play Systems, Inc., a Georgia corporation, having its principal place of business at 1925 Shiloh Road, Building One, Kennesaw, Georgia 30144 U.S.A (hereinafter referred to as "Assignee") (collectively, the "Parties").

WITNESSETH

WHEREAS, Assignor has adopted and used and is the owner of the SWINGWORKS mark, including but not limited to the United States registration set forth on Schedule A and incorporated herein by reference (the "Mark");

WHEREAS, Assignor is the owner of all right, title, and interest in and to the Mark set forth on Schedule A; and

WHEREAS, the Parties desire to enter into this Assignment to effect the transfer of all right, title, and interest in and to the Mark to Assignee on a worldwide basis, including but not limited to the registration set forth on Schedule A


NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title, and interest in and to the Mark on a worldwide basis, including but not limited to the registration set forth on Schedule A, together with the goodwill associated therewith, along with the right to recover for damages and profits and other remedies for past infringements of the Mark.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further reasonable acts that are deemed necessary by Assignee to vest in Assignee all right, title, and interest in and to the Mark, and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States and internationally.

3. Entire Agreement. This Assignment represents the entire agreement between the Parties regarding the Mark and supersedes any previous agreement or discussion between the Parties.

"ASSIGNOR"
SWINGWORKS, INC

By: 

Name: Joby Robinson

Title: Pres.

SCHEDULE A

Mark	Registration Date	Registration Number	International Class	Goods
SWINGWORKS	July 15, 2003	2,736,214	028	Parts for playsets in the nature of outdoor yard and playground equipment used for playing, swinging, sliding and climbing