

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Koala Corporation		07/28/2006	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	US Acquisition, LLC
Street Address:	3300 S. Parker Road
Internal Address:	Suite 500
City:	Aurora
State/Country:	COLORADO
Postal Code:	80014
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1871424	INTERACTIVE WATERPLAY
Registration Number:	2346162	BALLPLAY
Registration Number:	2260534	THE FOAM FACTORY
Registration Number:	2428657	THE FUNH2OUSE
Registration Number:	2330836	THE NEW WAY TO PLAY
Registration Number:	2374224	SCS INTERACTIVE
Registration Number:	2382159	SCS INTERACTIVE INCORPORATED

CORRESPONDENCE DATA

Fax Number: (303)866-0200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3038660581
 Email: samantha.sturgis@hro.com
 Correspondent Name: Samantha Sturgis
 Address Line 1: Holme Roberts & Owen LLP

OP \$190.00 1871424

Address Line 2: 1700 Lincoln Street, Suite 4100
Address Line 4: Denver, COLORADO 80203

ATTORNEY DOCKET NUMBER:	44063-00400
NAME OF SUBMITTER:	Samantha Sturgis
Signature:	/Samantha A. Sturgis/
Date:	08/01/2006

Total Attachments: 10

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

This Grant and Assignment of Security Interest in United States Patents and Trademarks (this "Agreement"), dated as of July 28, 2006, is by and between **Koala Corporation**, a Colorado corporation ("Grantor"), with an address of 12000 47th Avenue, Suite 400, Denver, Colorado 80239, and **US Acquisition, LLC**, a Delaware limited liability company ("Grantee"), with an address of 3300 S. Parker Rd., Suite 500, Aurora, Colorado 80014.

Recitals

A. Pursuant to that certain Assignment Agreement, dated April 3, 2000 (the "2000 Assignment"), SCS Interactive, Inc., an Oregon corporation ("SCS"), and Rick A. Briggs ("Briggs"), conveyed unto Grantor all their respective rights, title and interest in and to (i) all patents and pending patent applications, U.S. or foreign, set forth on Schedule A attached hereto (the "Patents") and (ii) the United States trademarks, trademark registrations and trademark applications set forth on Schedule B attached hereto (the "Marks").

B. Materials documenting the conveyance of the Patents and Marks from SCS and Briggs to Grantor pursuant to the 2000 Assignment were filed with the United States Patent and Trademark Office (the "USPTO") on July 24, 2000.

C. Grantor entered into a Revolving Credit and Security Agreement, dated as of November 17, 2000 (the "Revolving Credit and Security Agreement"), with U.S. Bank National Association ("US Bank"), in its capacity as agent and a lender thereunder, and the other lenders party thereto (collectively, the "Lenders"), pursuant to which Grantor granted the Lenders a security interest in, and a lien on, among other things, certain intellectual property, including all trademark, trademark rights, patents and patent rights then owned by Grantor or thereafter acquired.

D. Grantor entered into an Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of September 26, 2001 (as amended from time to time thereafter, the "Amended and Restated Credit and Security Agreement") with the Lenders, pursuant to which Grantor again granted the Lenders a security interest in, and a lien on, among other things, certain intellectual property, including all trademark, trademark rights, patents and patent rights then owned by Grantor or thereafter acquired.

E. Pursuant to that certain Assignment Agreement dated July 18, 2006 (the "Debt Assignment"), Grantee purchased from US Bank all of US Bank's interest under and in the Amended and Restated Credit and Security Agreement and the other Loan Documents (as such term is defined in the Debt Assignment).

F. As a condition to the effectiveness of the Debt Assignment and the agreeing to have the credit extensions to Grantor under the Amended and Restated Credit and Security Agreement remain outstanding, Grantor is required to document its grant and assignment to Grantee of a security interest in the Patents and Marks in the manner set forth herein.

G. Grantor has determined that it is in its best interests to execute this Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the credit extensions under the Amended and Restated Credit and Security Agreement remaining outstanding, and Grantor understands and agrees that Grantee is relying on this representation in agreeing to have the credit extensions to Grantor under the Amended and Restated Credit and Security Agreement remain outstanding.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows.

1. Grant and Assignment. Grantor did grant and assign to US Bank, most recently pursuant to the Amended and Restated Credit and Security Agreement, and does hereby grant and assign to Grantee, a security interest in all of Grantor's right, title and interest in, to and under (a) the Patents listed on Schedule A, (b) the Marks listed on Schedule B, including, without limitation, all common law connected therewith, together with the goodwill of the business symbolized thereby and associated therewith, in each case together with (i) all proceeds and products of the Patents and Marks, and (ii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents and Marks or unfair competition regarding the same, with such grant being subject in each case to all of the terms and conditions of the Amended and Restated Credit and Security Agreement.

2. Further Assurances. Grantor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other documents and instruments as may be necessary to carry out the intent of this Agreement including, without limitation, taking all such actions as may be necessary in the applicable domestic and foreign government offices and records to fully vest in Grantee the security interest in all right, title and interest in and to the Patents and the Marks, and assigning the security interest in the Patents and Marks on such instruments and forms as may be necessary or appropriate under the laws, rules and regulations of applicable domestic and foreign government bodies, authorities and agencies, which instruments and forms shall be deemed to include all of the rights, powers and privileges set forth herein as if set forth therein.

3. General Provisions

(i) Waiver/Modification. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless contained in a written agreement signed by both parties. No course of conduct or dealing between the parties shall act as a waiver of any term or provision of this Agreement.

(ii) Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Colorado.

(iii) Binding Effect. This Agreement shall be binding upon Grantor and its successors and assigns and inure to the benefit of Grantee and its successors and assigns.

(iv) Severability. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

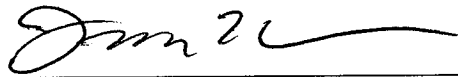
(v) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTION PAGES FOLLOW

This Agreement is executed by the Grantor and Grantee as of the date first set forth above.

GRANTOR:

KOALA CORPORATION,
a Colorado corporation


By: 

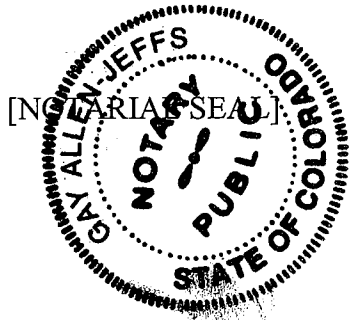
STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 23rd day of July, 2006, by Jeffrey L. Vigil, Vice President of Koala Corporation, a Colorado corporation, on behalf of the corporation..

Witness my hand and official seal.

My commission expires: 2/28/08


Notary Public



Schedule A

Patents

See attached.

Schedule A

U.S. Patents/Applications

Mark	KCMOB File #	Serial No.	Reg. No.
Playground Structure	SCSINT.002DA	07/438,220	D330,579
Playground Structure	SCSINT.002C1	08/846,116	5,967,901
Participatory Water Play Apparatus	SCSINT.003A	07/604,946	5,194,048
Participatory Water Play Apparatus	SCSINT.003C1	08/025,143	5,405,294
Participatory Water Play Apparatus	SCSINT.003C4	08/460,101	5,662,525
Waterslide Play Apparatus	BRIGGS.002A	08/054,559	5,378,197
Interactive Water Play System ("Treehouse")	SCSINT.009A	08/409,133	5,820,471
Interactive Play Structure "Nerf City"	SCSINT.014A	08/621,173	5,853,332
Participatory Play Structure w/ Discrete Play Articles	SCSINT.014C1	09/133,505	
Interactive Play Structure w/ Automated Conveyers	SCSINT.014CP1	09/002,694	
Projectile Launcher	SCSINT.035A	08/920,000	
Two-Way Interactive Waterslide	SCSINT.038A	08/914,672	
Two-Way Interactive Waterslide	SCSINT.038CP1	09/431,013	
Two-Way Interactive Waterslide	SCSINT.038CP2	09/483,410	
Interactive Funhouse	SCSINT.039A	09/033,528	6,132,318
Paul Bunyun's Mill (Design)	SCSINT.044DA	29/079,378	D403,392
Target Arena Play Structure (Design)	SCSINT.040DA	29/081,117	D407,133
Target Arena Play Structure (Design)	SCSINT.040DDV1	29/096,636	D413,957
Waterplay Arena	SCSINT.046A	09/154,259	
Interactive Funhouse (Design)	SCSINT.051DA	29/080,201	D406,871
Funhouse Entry Façade and Awning (Design)	SCSINT.051DDV1	29/096,630	D416,066
Spinach Factory (Design)	SCSINT.061DA	29/085,590	D421,283
Self Contained Interactive Play Structure	SCSINT.064A	09/277,232	
Chutes and Ladders Water Ride	SCSINT.074A	09/550,469	
Water Bomber Ride	SCSINT.076A	09/441,732	
Pull-Rope Play Structure	SCSINT.096PR	60/207,621	

Foreign Patents/Applications

Mark	KCMOB File #	Serial No.	Reg. No.
Playground Structure - Japan	SCSINT.002XJP	2-28725	891541
Participatory Water Play Apparatus - Canada	SCSINT.003VCA	2053694-2	
Participatory Water Play Apparatus - Japan	SCSINT.003VJP	3-308247	
Interactive Water Play System ("Pirate Adv.") - PCT	SCSINT.009VPC	US96/03842	
Interactive Water Play System ("Pirate Adv.") - Canada	SCSINT.009VCA	2189495	
Interactive Play Structure "Nerf City" - PCT	SCSINT.014VPC	US96/13488	
Interactive Play Structure "Nerf City" - Australia	SCSINT.014VAU	70089/96	
Interactive Play Structure "Nerf City" - Brazil	SCSINT.014VBR	P19610425-2	
Interactive Play Structure "Nerf City" - Canada	SCSINT.014VCA	2230066	
Interactive Play Structure "Nerf City" - China	SCSINT.014VCN	96197569.5	1199351
Interactive Play Structure "Nerf City" - Europe	SCSINT.014VEP	96931398.0	
Interactive Play Structure "Nerf City" - Japan	SCSINT.014VJP	509566/1997	504837/99
Interactive Play Structure "Nerf City" - S. Korea	SCSINT.014VKR	98/701,290	
Interactive Play Structure "Nerf City" - Mexico	SCSINT.014VMX	9801431	
Interactive Play Structure "Nerf City" - New Zealand	SCSINT.014VNZ	318573	318573
Interactive Play Structure "Nerf City" - Poland	SCSINT.014VPL	P325116	
Interactive Play Structure "Nerf City" - Singapore	SCSINT.014VSG	9801994-6	
Interactive Play Structure "Nerf City" - Vietnam	SCSINT.014VVN	S19980162	
Interactive Play Structure - Hong Kong	SCSINT.014VHK	98110317.8	
Interactive Play Structure w/ Circulating Media - PCT	SCSINT.014QPC	US98/05331	
Two-Way Interactive Waterslide- PCT	SCSINT.038VPC	US98/07309	
Waterplay Arena - PCT	SCSINT.046VPC	US98/26549	
Chutes and Ladders Water Ride	SCSINT.074VPC	US00/10346	

Schedule B

Marks

See attached.

Schedule B

U.S. Trademark Registrations/Applications

Mark	KCMOB File #	Serial No.	Reg. No.
"INTERACTIVE WATER PLAY"	SCSINT.004T	74/388678	1871424
"WET PLAY"	SCSINT.032T	75/195,018	
"BALLPLAY"	SCSINT.042T	75/380,854	
"THE FOAM FACTORY"	SCSINT.047T	75/391,080	2,260,534
"FUNH2OUSE"	SCSINT.054T		
"THE NEW WAY TO PLAY"	SCSINT.055T	75/455,908	
"SCS INTERACTIVE"	SCSINT.056T	75/454,885	
SCS INTERACTIVE (stylized logo)	SCSINT.057T	75/455,912	
"HYDROGLIDER"	SCSINT.089T		