

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Superior International Industries, Inc.		02/01/2006	CORPORATION: DELAWARE
Grounds For Play, Inc.		02/01/2006	CORPORATION: DELAWARE
Aardvark Recreation, Inc.		02/01/2006	CORPORATION: DELAWARE
Playland International, Inc.		02/01/2006	CORPORATION: DELAWARE
Interactive Play, LLC		02/01/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent
<b>Street Address:</b>	222 N. LaSalle Street, 16th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	78849215	WOW

**CORRESPONDENCE DATA**

**Fax Number:** (312)863-7496  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 3128637194  
**Email:** sonya.szot@goldbergkohn.com  
**Correspondent Name:** Sonya Szot  
**Address Line 1:** 55 E Monroe Street Suite 3700  
**Address Line 4:** Chicago, ILLINOIS 60603

OP \$40.00 78849215

ATTORNEY DOCKET NUMBER:	5125.135
NAME OF SUBMITTER:	Sonya Szot
Signature:	/Sonya Szot/
Date:	09/27/2006

**Total Attachments: 10**

source=Trademark Security AGreement #page1.tif  
source=Trademark Security AGreement #page2.tif  
source=Trademark Security AGreement #page3.tif  
source=Trademark Security AGreement #page4.tif  
source=Trademark Security AGreement #page5.tif  
source=Trademark Security AGreement #page6.tif  
source=Trademark Security AGreement #page7.tif  
source=Trademark Security AGreement #page8.tif  
source=Trademark Security AGreement #page9.tif  
source=Trademark Security AGreement #page10.tif

## PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of February 1, 2006 is made by and between **SUPERIOR INTERNATIONAL INDUSTRIES, INC.**, a Delaware corporation, **GROUNDS FOR PLAY, INC.**, a Delaware corporation, **AARDVARK RECREATION, INC.**, a Delaware corporation, **PLAYLAND INTERNATIONAL, INC.**, a Delaware corporation, **INTERACTIVE PLAY, LLC**, a Delaware limited liability company (each a "Borrower" and collectively the "Borrowers"), and **MERRILL LYNCH CAPITAL**, a division of **Merrill Lynch Business Financial Services Inc.**, in its capacity as Administrative Agent for the Lenders under the Credit Agreement as defined below (together with its successors and assigns, the "Administrative Agent").

**WHEREAS**, each of the Borrowers has entered into the Credit Agreement, dated as of even date herewith, with the financial institutions party thereto from time to time (the "Lender" and Administrative Agent (herein, as amended or modified from time to time, the "Credit Agent")), providing, subject to the terms and conditions thereof, for Loans and certain other financial accommodations to be made available by the Lenders to each of the Borrowers from time to time; and

**WHEREAS**, to induce the Lenders to enter into the Credit Agreement with each of the Borrowers and to make Loans and other credit facilities available thereunder, each of the Borrowers has agreed to execute and deliver this Agreement and to grant a security interest in, and reaffirm its prior grant of a security interest in, the Collateral (as hereinafter defined) as security for (i) any and all obligations of each of the Borrowers in respect of the Loans and other credit facilities made available under the Credit Agreement (including, without limitation, the "Obligations", as such term is defined therein), the Notes, the Security Documents (including this Agreement) and the other Financing Documents and (ii) any and all other amounts from time to time payable by each of the Borrowers to the Lenders under the Credit Agreement, the Security Documents (including this Agreement), the Notes or the other Financing Documents (the obligations described in clauses (i) and (ii) being herein collectively referred to as the "Secured Obligations");

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to enter into the Credit Agreement and make the Loans and other credit facilities available to or for the benefit of, each of the Borrowers thereunder in accordance with the terms thereof, the parties hereto hereby agree as follows:

1. **Certain Definitions; Incorporation by Reference.** Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement (as defined in the Credit Agreement). The Credit

Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

**2. Assignment and Grant of Security Interest.** As security for the prompt payment and performance of the Secured Obligations, each of the Borrowers hereby grants to the Administrative Agent, for itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in and a general lien upon (whether now owned or hereafter acquired by any of the Borrowers and whether acquired in the United States or elsewhere in the world) all of such Borrower's rights, titles and interests in, to, and under the following, whether now owned or hereafter acquired and wherever located (all of which being hereafter collectively called the "Collateral"):

a. **Trademarks**

i. all Trademarks of such Borrower (including, without limitation, those listed on Schedule A to this Agreement with respect to such Borrower), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

ii. all products and proceeds of the foregoing, including without limitation, any claim by any Borrower against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

b. **Patents**

i. all Patents and Patent applications of such Borrower (including without limitation, those listed on Schedule B to this Agreement with respect to such Borrower), together with any reissues, continuations or extensions thereof; and

ii. all products and proceeds of the foregoing, including, without limitation, any claim by any Borrower against third parties for past, present or future infringement of any Patent.

c. Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent shall thereupon have, in addition to all other rights and remedies given it by this Agreement, those allowed by the federal laws of the United States and the rights and remedies of a Lender under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Collateral may be located.

**3. Continuing Liability.** Each of the Borrowers hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable with respect to the Collateral to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Administrative Agent shall have no obligation or liability with respect to any Collateral by reason of or arising out of this Agreement or the grant of a security interest therein to the Administrative Agent or the receipt by the Administrative Agent of any payment relating to any Collateral pursuant thereto, nor shall the Administrative Agent be required or obligated in

any manner to perform or fulfill any of the obligations of any of the Borrowers thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party with respect to any Collateral, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

**4. Remedies.** If an Event of Default has occurred and is continuing, the Administrative Agent may exercise, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement, the Security Agreement and any other Security Documents, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law.

**5. Grant of License to Use Intangibles.** For the purpose of enabling the Administrative Agent to exercise rights and remedies under Section 4 hereof, each of the Borrowers hereby grants to the Administrative Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to any of the Borrowers) to use, assign, sublicense, to realize on and to enable any successor or assign to enjoy the benefits of any of the Collateral, now owned or hereafter acquired by any of the Borrowers, and wherever the same may be located, including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

**6. Covenants Regarding Trademark and Patent Collateral.**

a. In the event any Borrower acquires or becomes entitled to any new or additional Federal Registration Collateral consisting of Trademarks or Patents, or rights thereto, such Borrower shall give to Administrative Agent, no later than thirty (30) days after filing the application for federal registration or otherwise acquiring or becoming entitled to such Trademark or Patent, written notice thereof and shall amend (and hereby so authorizes Administrative Agent to amend) the schedules to the respective security agreements or, upon the reasonable request of Administrative Agent, enter into new or additional security agreements to include any such new or additional Trademark or Patent.

b. Each Borrower shall: (i) diligently prosecute any Trademark or Patent application at any time pending with respect to any material Trademark or Patent; (ii) make application for registration or issuance of all new or additional Trademarks or Patents as reasonably deemed appropriate by such Borrower; (iii) preserve and maintain all rights in any material Trademark or Patent; and (iv) use commercially reasonable efforts to obtain any consents, waivers or agreements necessary to enable Administrative Agent to exercise its remedies with respect any and all Trademarks and Patents.

c. No Borrower shall abandon any right to file any Trademark or Patent application with respect to any material Trademark or Patent, nor shall any Borrower abandon any pending Trademark or Patent application with respect to any material Trademark or Patent, or any registered Trademark or Patent.

d. No Borrower shall sell or assign its interests in, or grant any license under, any Trademark or Patent or enter into any other agreement with respect to any Trademark or Patent, and each Borrower further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to Administrative Agent under this Agreement.

e. Each Borrower agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Administrative Agent, upon Administrative Agent's request from time to time, with a certificate of an officer of such Borrower certifying such Borrower's compliance with the foregoing. Upon the occurrence of an Event of Default, each Borrower agrees that Administrative Agent, or a conservator appointed by Administrative Agent, shall have the right to establish such additional product quality controls as Administrative Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by such Borrower under the Trademarks.

7. **Further Identification of Collateral.** Each of the Borrowers will furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

8. **Representations and Warranties, etc.** Each of the Borrowers agrees that it will, at its expense, forever warrant and, at the Administrative Agent's request, defend the Administrative Agent's and any Borrower's respective interests in the Collateral from any and all claims and demands of any other person, and that it will not grant, create or permit to exist any Lien in the Collateral in favor of any other person except for the Security Interests. Each of the Borrowers represents and warrants to the Administrative Agent that:

(a) each of the Borrowers has full power, authority and legal right and capacity to incur and perform its obligations hereunder,

(b) this Agreement constitutes the legal, valid and binding obligation of each of the Borrowers, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights and by general principles of equity (whether considered in a proceeding at law or in equity),

(c) the making and performance by each of the Borrowers of this Agreement and the grant of the security interest hereunder have been duly authorized by all necessary corporate action, and do not and will not violate the provisions of any applicable law or applicable regulation, any Borrower's articles of incorporation or by-laws (or equivalent organizational documents) and do not and will not result in a breach of, or constitute a default under, or require any consent (other than consents which have been obtained which are in full force and effect and copies of which have been delivered to the Administrative Agent) or create any lien, charge or encumbrance (other than the Security Interests) under, any agreement, instrument or document or the provisions of any order, writ, judgment, injunction, decree, determination or award of any court, government or governmental agency or instrumentality,

applicable to any Borrower or to any Borrower's assets to which any Borrower is a party or by which any Borrower or any of its assets may be bound or affected,

(d) so long as any Secured Obligation remains outstanding or any Revolving Loan Commitment or Support Agreement exists, each of the Borrowers at all times will be the sole direct or indirect beneficial owner of, the Collateral hereunder, and

(e) upon the recordation of the appropriate copies of this Agreement with the United States Patent and Trademark Office, this Agreement grants to the Administrative Agent a valid and perfected first priority lien upon and in the Collateral as set forth on Schedules A and B hereto subject to no Lien other than the Security Interests.

9. **Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the notice provision of the Credit Agreement.

10. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. **No Waiver; Cumulative Remedies.** The Administrative Agent shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Administrative Agent, and then only to the extent therein set forth. A waiver by the Administrative Agent or any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Administrative Agent any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

12. **Waivers; Amendments.** None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

13. **Limitations by Law.** All the provisions of Sections 4 and 5 hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary (but only to such extent) so that they will not render this Agreement invalid, unenforceable in whole or in part, or not entitled to be recorded, registered or filed under the provision of any such applicable law.

14. **Successors and Assigns.** This Agreement shall be binding upon each of the Borrowers and the Administrative Agent, and their respective successors and assigns and shall inure to the benefit of each of the Borrowers and the Administrative Agent and their respective successors and assigns, and nothing herein or in the Credit Agreement, Security Agreement or any other Financing Document is intended or shall be construed to give any other person any

right, remedy or claim under, to or in respect of this Agreement, the Credit Agreement, Security Agreement or any other Financing Document.

**15. Termination and Reassignment.** The Administrative Agent agrees that upon the payment in full of all the Secured Obligations and the termination of the Revolving Loan Commitment and all Support Agreements, the Security Interests shall terminate and the Administrative Agent will, upon the request and at the expense of the Borrowers execute all such documents as may be reasonably requested by each of the Borrowers to evidence the release of the security interests created hereby.

**16. Reference to Separate Security Agreement.** This Agreement has been entered into by each of the Borrowers and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

**17. Applicable Law; Consent to Jurisdiction.** THIS AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. EACH BORROWER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS AND IRREVOCABLY AGREES THAT, SUBJECT TO ADMINISTRATIVE AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH BORROWER EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. EACH BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH BORROWER BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH BORROWER IN ACCORDANCE WITH THE PROVISIONS OF SECTION 9 HEREOF AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

**18. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

**19. Jury Trial Waiver.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF THE BORROWERS AND THE AGENT EACH WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE AGENT, ANY OF THE LENDERS AND ANY OF THE BORROWERS ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR



**AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE  
TRANSACTIONS RELATED THERETO.**

**[signatures follow on next page]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.


**SUPERIOR INTERNATIONAL INDUSTRIES,  
INC.**

By:   
Name: Brian Campbell  
Title: Chief Financial Officer


**GROUNDS FOR PLAY, INC.**

By:   
Name: Brian Campbell  
Title: Chief Financial Officer


**AARDVARK RECREATION, INC.**

By:   
Name: Brian Campbell  
Title: Chief Financial Officer

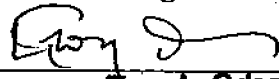
**PLAYLAND INTERNATIONAL, INC.**

By:   
Name: Brian Campbell  
Title: Chief Financial Officer

**INTERACTIVE PLAY, LLC**

By   
Name: Brian Campbell  
Title: Manager

**MERRILL LYNCH CAPITAL, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Administrative Agent**

By:   
Name: Troy A. Oder  
Title: Vice President

**SCHEDULE A**

MARK	APPLICATION NUMBER	DATE
WOW	78849215	03/29/06