

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
Backyard Ventures, LP		02/09/2007	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Backyard Adventures, Inc.
Street Address:	3001 North Rouse Road
City:	Pittsburg
State/Country:	KANSAS
Postal Code:	66762
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2472777	BA
Registration Number:	2582802	TOM'S TREEHOUSE
Registration Number:	2438052	BACKYARD ADVENTURES
Registration Number:	2345991	JURASSIC
Registration Number:	2720119	ADVENTURE PLAYSETS

CORRESPONDENCE DATA

Fax Number: (312)251-5732
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312.368.4000
 Email: ch.tm@dlapiper.com
 Correspondent Name: Mark I. Feldman
 Address Line 1: P.O. Box 64807
 Address Line 2: c/o DLA Piper US LLP
 Address Line 4: Chicago, ILLINOIS 60664-0807

CH \$140.00 2472777

ATTORNEY DOCKET NUMBER:	359318-000006
NAME OF SUBMITTER:	Mark I. Feldman
Signature:	/Mark I. Feldman/
Date:	03/01/2007
Total Attachments: 2 source=BACKYARD VENTURES Assignment#page1.tif source=BACKYARD VENTURES Assignment#page2.tif	

EXECUTION VERSION

ASSIGNMENT OF TRADEMARKS

WHEREAS, Backyard Ventures, LP, a Texas limited partnership formerly known as Backyard Ventures, Inc. (the "Assignor"), with a principal place of business at 14201 I-27, Amarillo, Texas 79119 USA ("Assignor"), is the sole and exclusive owner of the trademarks shown in Schedule A (the "Marks"); and

WHEREAS, Backyard Adventures, Inc., a Delaware corporation, with a principal place of business at 3001 North Rouse Road, Pittsburg, Kansas 66762 USA ("Assignee"), desires to acquire the entire right, title and interest in, to and under said Marks and application.

NOW, THEREFORE, in exchange for the consideration listed below and other valuable consideration, the parties hereby agree as follows:

1. **Assignment:** For the sum of One Dollar (\$1.00), to it in hand paid by said Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, assign, transfer and set over to said Assignee all right, title and interest in, to and under said Marks and registrations, together with the goodwill of the business symbolized by the Marks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officer thereunto duly authorized.

Backyard Ventures, LP
 By: [Signature]
 Name: David Schaeffer
 Title: Secretary
 Date: February 9, 2007

STATE OF Texas)
) ss
 COUNTY OF Potter)

Subscribed and sworn to before me this 9th day of February, 2007

[Signature]
 Notary Public

My Commission Expires: _____



SCHEDULE A

- BA & Design (U.S. 2472777)
- TOM'S TREEHOUSE (U.S. 2582802)
- BACKYARD ADVENTURES (U.S. 2438052)
- JURASSIC (U.S. 2345991)
- ADVENTURE PLAYSETS (U.S. 2720119)
- BACKYARD ADVENTUES (Canada TMA587597)
- ADVENTURE PLAYSETS (Canada TMA637464)
- BACKYARD ADVENTURES (CTM 2620615)
- ADVENTURE PLAYSETS (Mexico 781600)
- ADVENTURE PLAYSETS (Mexico 783851)
- BACKYARD ADVENTURES (Mexico 783850)