

04-05-2007



Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/07)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103391661

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TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

4.2.07

1. Name of conveying party(ies):
PlayCore IP Sub, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: PlayCore Holdings, Inc.
Internal Address: _____
Street Address: 430 Chestnut Street, Suite 300
City: Chattanooga
State: TN
Country: USA Zip: 37402

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 21 February 2007

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) see Schedule B
B. Trademark Registration No.(s) see Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jakub Maslikowski
Internal Address: Linklaters
Street Address: 1345 Avenue of the Americas
City: New York
State: NY Zip: 10105
Phone Number: (212) 830-9541
Fax Number: (212) 903-9100
Email Address: jakub.maslikowski@linklaters.com

6. Total number of applications and registrations involved: 46

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,165.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: C. Brooks Ferrett 2 April 2007
Signature Date

BYRNE 00000035 2276558

C. Brooks Ferrett
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

04/04/2007
01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A**UNITED STATES TRADEMARK REGISTRATIONS**

Trademark	Country	Filing Date	Serial No.	Reg. Date	Reg. No.
ARLINGTON	US	9/24/1997	75/362,121	9/7/1999	2,276,558
BIGFOOT	US	4/29/1996	75/096,127	10/28/1997	2,109,896
BRISTOL	US	9/24/1997	75/362,170	2/1/2000	2,312,893
CATERPILLAR CLIMBER	US	7/27/2000	76/097,605	12/17/2002	2,664,059
EARLEVILLE	US	9/24/1997	75/362,123	9/7/1999	2,276,560
ENRICHING CHILDHOOD THROUGH PLAY	US	3/29/1999	75/669,226	9/26/2000	2,390,471
ENRICHING CHILDHOOD THROUGH PLAY SINCE 1929 GAME GT TIME & Design	US	10/26/1999	75/832,456	5/29/2001	2,454,742
ESCALANTE	US	9/24/1997	75/362,169	9/28/1999	2,282,058
EXTREME PLAY	US	4/9/1998	75/465,023	9/4/2001	2,485,557
FISH TAIL ACCESS	US	7/27/2000	76/098,178	9/3/2002	2,615,856
FITKID	US	12/6/1999	75/864,685	10/16/2001	2,499,003
FLIP SLIDE	US	4/29/1996	75/096,125	11/25/1997	2,116,889
GAMETIME	US	9/30/1988	73/755,183	5/30/1989	1,541,676
GAMETIME	US	10/4/1995	75/001,601	10/8/1996	2,006,064
GAMETIME	US	10/7/1993	74/444,541	1/14/1997	2,030,485
GAMETIME A PLAYCORE COMPANY & Design	US	9/9/2002	76/447,924	9/2/2003	2,758,530
GT	US	10/26/1999	75/832,473	4/9/2002	2,557,742
GT FABRICATORS	US	2/28/1996	64,823	1/21/1997	2,032,182
GULFPORT	US	9/24/1997	75/362,122	9/7/1999	2,276,559
INCHWORM	US	1/31/2001	76/203,532	11/13/2001	2,506,883
INCHWORM CLIMBER	US	7/27/2000	76/097,606	12/17/2002	2,664,060
KIDCURBS	US	8/20/2000	76/030,642	3/19/2002	2,551,006
LITTLEFOOT	US	10/26/1999	75/832,319	7/2/2002	2,589,117
MEGA ROCK	US	7/28/1997	75/331,160	3/2/1999	2,229,631
MEGALOC	US	4/5/1993	74/375,229	11/7/1995	1,932,462
MISCELLANEOUS DESIGN (Swoosh Exclamation)	US	1/26/2001	76/200,291	6/3/2003	2,722,098
OLD FORGE	US	9/24/1997	75/362,120	9/7/1999	2,276,557
PEEK-A-BOO	US	7/28/1997	75/331,161	3/2/1999	2,229,632
PLAY PALETTES	US	7/19/1999	75/754,333	6/13/2000	2,357,495
PLAYLAB	US	10/1/1992	74/318,997	6/21/1994	1,841,409
POWERSCAPE	US	4/5/1993	74/375,233	12/7/1993	1,809,357
PRIMETIME	US	8/2/1994	74/556,193	6/11/1996	1,980,181
ROCKSLIDE	US	8/31/2001	76/307,574	4/8/2003	2,705,336
SADDLE-MATES	US	4/28/1968	72/095,429	11/15/1960	707,172

Trademark	Country	Filing Date	Serial No.	Reg. Date	Reg. No.
SEDONA	US	9/24/1997	75/362,119	9/28/1999	2,282,057
SKY WHEEL	US	1/31/2001	76/203,123	12/18/2001	2,519,898
STREETSCAPE	US	9/24/1997	75/362,171	10/5/1999	2,283,867
TOMORROW'S PLAY TODAY	US	1/11/1996	75/042,338	12/23/1997	2,124,236
TOTTIME	US	3/17/1986	73/588,591	7/5/1988	1,495,218
TOTTIME & Design	US	1/8/1990	74/016,862	9/25/1990	1,614,855
TREEPLAY	US	12/2/1999	75/862,305	7/10/2001	2,468,498
TUFFCLAD	US	2/18/1999	75/643,683	1/28/2003	2,679,323
ULTRUM	US	5/2/1986	73/596,525	1/20/1987	1,425,770
WAIST-HI	US	3/24/1987	73/651,204	6/21/1988	1,493,020
WAVE CLIMBER	US	7/27/2000	76/097,602	12/17/2002	2,664,058
XTREMEPLAY (Stylized)	US	1/26/2001	76/200,290	11/26/2002	2,653,488

SCHEDULE B

UNITED STATES TRADEMARK APPLICATIONS

None.

SCHEDULE C

FOREIGN TRADEMARK REGISTRATIONS

Trademark	Country	Filing Date	Serial No.	Reg. Date	Reg. No.
GAMETIME	Australia	12/1/1977	383,655	12/1/1977	B313,655
GAMETIME	Australia	10/17/1990	544235	3/8/1994	B544235
GAMETIME	Benelux	10/6/1977	621166	10/6/1977	348,436
GAMETIME	Canada	11/1/1989	643,972	5/17/1991	384,593
GAMETIME	Ireland	11/7/1989	6004/89	11/7/1989	B137243
GAMETIME	Japan	10/4/1977	70656/77	6/30/1981	1467878
GAMETIME	Japan	10/4/1977	70659	5/25/1982	1,516,868
GAMETIME	Japan	10/4/1977	70658	2/25/1983	1566340
GAMETIME	Hong Kong	10/5/2001	2829/81	10/5/1981	B1846/84
GAMETIME	Hong Kong	N/A	108/82	1/14/1982	B2289/85
GAMETIME	South Korea	12/13/1989	31267/89	3/15/1991	211,163
GAMETIME	Spain	3/5/1992	1688398	4/5/1995	1688398
GAMETIME	UK	10/4/1977	1,084,642	10/4/1984	1,084,642
GAMETIME	UK	4/26/1985	1,240,729	4/26/1985	1,240,729
GAME-TIME	Canada	2/26/1949	202,293	2/26/1949	UCA 33245
GAMETIME	Kuwait	7/30/1990	24684	7/25/1992	22750
GAMETIME	Oman	5/5/1990	4219	6/14/1998	4219

Trademark	Country	Filing Date	Serial No.	Reg. Date	Reg. No.
GAMETIME	Saudi Arabia	6/20/1990	11776	6/20/1990	249/85
GAMETIME	Taiwan	7/6/1987	76/36243	1/1/1988	388211
GAMETIME	Taiwan	7/6/1987	76/36242	3/1/1988	393345
GAMETIME	Taiwan	7/6/1987	76/36245	3/1/1988	393,905
GAMETIME	Taiwan	7/6/1987	76/36244	7/1/1988	405,939
GAMETIME	Singapore	11/20/1989	7668/89	11/20/1989	7668/89
FLEXNET	Taiwan	7/6/1987	7636252	3/16/1988	395082
GAMETIME	Taiwan	11/18/1989	78/51,792	8/1/1990	489483
TOTTIME	Taiwan	7/6/1987	76/36246	3/16/1988	395081
TOTTIME	Taiwan	5/1/1990	79-18609	1/1/1991	507322
MEGALOC	Australia	4/19/1993	600523	12/16/1994	B600523
POWERSCAPE	Australia	4/21/1993	600727	5/31/1994	A600727
SADDLEMATES	Australia	10/6/1977	311,961	10/6/1977	311,961
TOTTIME	Benelux	11/8/1989	736,948	11/8/1989	472678
TOTTIME	Canada	9/26/1989	641,215	11/16/1990	375,913
TOTTIME	Oman	5/5/1990	4220	6/14/1998	4220
TOTTIME	Japan	10/5/1987	62-112001	9/21/1990	2263451
TOTTIME	Kuwait	7/30/1990	24683	7/25/1992	24683
TOTTIME	Hong Kong	11/13/1989	8967/89	11/13/1989	B3738/1991
TOTTIME	Oman	5/5/1990	4220	6/14/1998	4220
TOTTIME	UK	6/27/1990	1430056	6/27/1990	1430056
ULTRUM	Taiwan	7/6/1987	76/36248	1/1/1988	388212
ULTRUM	Taiwan	7/6/1987	76/36247	3/1/1988	393346
ULTRUM	Taiwan	7/6/1987	76/36249	3/1/1988	393906
ULTRUM	Taiwan	7/6/1987	76/36250	7/1/1988	405,940
GAMETIME	UAE	7/27/1998	27757	5/30/1999	21092
TOTTIME	UAE	N/A	N/A	N/A	22808
TOTTIME	UAE	7/27/1998	27758	10/5/2003	42388
TOTTIME	UAE	11/8/1999	736948	11/8/1999	472678

SCHEDULE D

FOREIGN TRADEMARK APPLICATIONS

Trademark	Country	Filing Date	Serial No.	Reg. Date	Reg. No.
GAMETIME	Nigeria	2/25/1993	TP/6962/93/3	N/A	N/A
GAMETIME	UAE	N/A	4219	N/A	N/A
TOTTIME	UAE	N/A	4220	N/A	N/A

SCHEDULE E

TRADE NAMES

None.

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made effective as of February 21, 2007 ("Effective Date") by and between PlayCore IP Sub, Inc., a Delaware corporation ("Assignee"), and **PlayCore Holdings, Inc.** ("Assignor"). Assignee and Assignor are referred to collectively herein as the "Parties." Reference is hereby made to the Purchase Agreement by and among the Parties and certain other parties dated February 21, 2007, and all terms used in this Assignment and not defined herein shall be defined in the manner set forth in the Purchase Agreement.

WHEREAS, Assignor is the owner of the United States trademark registrations identified and set forth on Schedule A attached hereto, the United States applications for trademark registration identified and set forth on Schedule B attached hereto, the foreign trademark registrations identified and set forth on Schedule C attached hereto, the foreign applications for trademark registration identified and set forth on Schedule D attached hereto and the trade names identified and set forth on Schedule E attached hereto (together with any other Marks owned by Assignor, collectively, the "Trademarks");

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the right, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, free and clear of any and all Liens other than the Released Liens, all right, title and interest in and to the Trademarks, for the United States and for all foreign countries and multinational jurisdictions, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all goodwill associated with any of the foregoing, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, and including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of any of the Trademarks, with the right to sue for, and collect the same, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the United States Commissioner of Patents and Trademarks and the corresponding government officers in all applicable jurisdictions to record Assignee as the assignee and owner of the Trademark.

Assignor hereby covenants and agrees that it will from time to time after delivery of this Assignment and without further consideration, execute and deliver such further instruments of conveyance and transfer and take such additional actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and

assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), as the Assignee may reasonably request to effect, consummate, confirm or evidence the transactions contemplated in this Assignment and/or to assist the Assignee in preserving, registering, protecting, enforcing, recording or perfecting its rights in, to or under any of the Trademarks.

This Assignment shall be governed by and construed in accordance with the domestic law of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

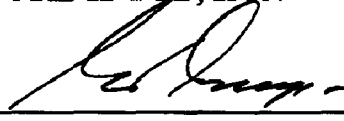
This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[END OF PAGE]
[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT**

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

PLAYCORE IP SUB, INC.

By:  _____

Name: Richard E Ruegger

Title: CFO

PLAYCORE HOLDINGS, INC.

By:  _____

Name: Richard E Ruegger

Title: CFO