

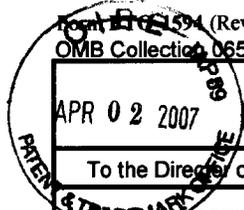
04-05-2007

Form 101 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
Patents and Trademark Office



REC OF 103391663
TRADEMARK OFFICE



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 Wisconsin, Inc.,

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 21 February 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BNP Paribas, as Administrative Agent

Internal _____

Address: _____

Street Address: 787 7th Avenue

City: New York

State: NY

Country: USA Zip: 10019

- Association
- General Partnership
- Limited Partnership
- Corporation

Other Banking Corp. Citizenship France

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)

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

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

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:

96

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$2,415.00

- 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:

BYRNE 00000037 2276558

Signature

2 April 2007

Date

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

40.00 OP
2375.00 OP

Brooks Ferrett
Name of Person Signing

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

7

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

TRADEMARK
REEL: 003521 FRAME: 0886

**SCHEDULE A
TO**

GRANT OF TRADEMARK SECURITY INTEREST

TRADEMARK REGISTRATIONS AND APPLICATIONS

(All owned by Playcore IP Sub, Inc.)

Trademark	Country	Filing Date	Serial No.	Reg. Date	Reg. No.
ARLINGTON	US	24/09/1997	75/362,121	07/09/1999	2,276,558
BARK PARK	US	14/06/2000	76/069,502	25/06/2002	2,586,272
BIGFOOT	US	29/04/1996	75/096,127	28/10/1997	2,109,896
BRISTOL	US	24/09/1997	75/362,170	01/02/2000	2,312,893
BUILD AND PLAY IN ONE DAY!	US	20/10/2005	78/736,923		
BUZZ THE BUMBLE BEE	US	06/11/2000	76/159,961	25/03/2003	2,701,027
CATERPILLAR CLIMBER	US	27/07/2000	76/097,605	17/12/2002	2,664,059
CHALLENGE STATION CLIMBER	US	08/10/2004	78/497,000		
COSMIX	US	08/07/2004	78/447,697	29/11/2005	3,022,126
CYBERSLIDE	US	17/09/2001	76/313,197	25/03/2003	2,701,284
DISCOVERY MOUNTAIN	US	25/02/1998	75/440,200	08/12/1998	2,209,296
DISCOVERY SERIES	US	30/08/2004	78/475,878		
DURA MAX	US	23/06/1999	75/734,450	14/11/2000	2,403,690
EARLEVILLE	US	24/09/1997	75/362,123	07/09/1999	2,276,560
ENRICHING CHILDHOOD THROUGH PLAY	US	29/03/1999	75/669,226	26/09/2000	2,390,471
ENRICHING CHILDHOOD THROUGH PLAY SINCE 1929 GAME GT TIME & D	US	26/10/1999	75/832,456	29/05/2001	2,454,742
ESCALANTE	US	24/09/1997	75/362,169	28/09/1999	2,282,058
EXTREME PLAY	US	09/04/1998	75/465,023	04/09/2001	2,485,557
F5	US	27/03/2003	78/230,838	03/05/2005	2,946,690
FISH TAIL ACCESS	US	27/07/2000	76/098,178	03/09/2002	2,615,856
FITKID	US	06/12/1999	75/864,685	16/10/2001	2,499,003
FLIP SLIDE	US	29/04/1996	75/096,125	25/11/1997	2,116,889
GAMETIME	US	30/09/1988	73/755,183	30/05/1989	1,541,676
GAMETIME	US	04/10/1995	75/001,601	08/10/1996	2,006,064
GAMETIME	US	07/10/1993	74/444,541	14/01/1997	2,030,485
GAMETIME A PLAYCORE COMPANY & Design	US	09/09/2002	76/447,924	02/09/2003	2,758,530
GT	US	26/10/1999	75/832,473	09/04/2002	2,557,742

TRADEMARK

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Trademark	Country	Filing Date	Serial No.	Reg. Date	Reg. No.
GT FABRICATORS	US	28/02/1996	64,823	21/01/1997	2,032,182
GT H2O	US	10/09/2001	76/310,851	12/11/2002	2,648,995
GTIMPAX	US	18/07/2001	76/287,304	17/06/2003	2,726,510
GTSHADE & Design	US	30/07/2004	78/459,751	27/06/2006	3,110,303
GULFPORT	US	24/09/1997	75/362,122	07/09/1999	2,276,559
INCHWORM	US	31/01/2001	76/203,532	13/11/2001	2,506,883
INCHWORM CLIMBER	US	27/07/2000	76/097,606	17/12/2002	2,664,060
KIDCURBS	US	20/08/2000	76/030,642	19/03/2002	2,551,006
KIDMAGNETS	US	20/07/2001	76/288,416	04/02/2003	2,682,666
KIDTIME	US	25/08/2004	78/473,019	22/11/2005	3,017,688
LITTLEFOOT	US	26/10/1999	75/832,319	02/07/2002	2,589,117
LUNAR MOUNTAIN CLIMBER	US	13/01/2000	75/896,072	02/01/2001	2,417,554
MAXIMIZING THE POTENTIAL OF PLAY	US	29/08/2003	78/293,915	13/09/2005	2,995,865
MEGA ROCK	US	28/07/1997	75/331,160	02/03/1999	2,229,631
MEGALOC	US	05/04/1993	74/375,229	07/11/1995	1,932,462
MISCELLANEOUS DESIGN (Orbits)	US	09/07/2004	78/448,397	02/05/2006	3,088,623
MISCELLANEOUS DESIGN (Playcore Logo)	US	06/09/2001	76/310,419	25/06/2002	2,585,243
MISCELLANEOUS DESIGN (Powerscape Logo)	US	26/03/2002	76/387,774	24/02/2004	2,818,084
MISCELLANEOUS DESIGN (Swoosh Exclamation)	US	26/01/2001	76/200,291	03/06/2003	2,722,098
MOVING PLAY FORWARD	US	28/03/2002	76/388,479	04/02/2003	2,683,267
OLD FORGE	US	24/09/1997	75/362,120	07/09/1999	2,276,557
OVER-N-UNDER	US	13/07/2004	78/317,707	09/08/2005	2,984,060
PARK STRUCTURES	US	23/06/1999	75/734,451	06/03/2001	2,432,941
PARK & PLAY STRUCTURES	US	31/07/2006	78/941,395		
PEEK-A-BOO	US	28/07/1997	75/331,161	02/03/1999	2,229,632
PLAY PALETTES	US	19/07/1999	75/754,333	13/06/2000	2,357,495
PLAYCORE	US	28/08/2001	76/306,214	07/05/2002	2,567,406
PLAYGROUND PETS	US	10/09/2001	76/311,611	19/11/2002	2,651,652
PLAYLAB	US	01/10/1992	74/318,997	21/06/1994	1,841,409
PLAY THAT MOVES KIDS	US	12/08/2004	78/466,225	02/05/2006	3,088,668
PLAYWORX	US	30/04/2004	78/410,927	14/03/2006	3,069,259
PLAYWORX (Stylized)	US	30/04/2004	78/411,053	14/03/2006	3,069,260
PODS	US	19/10/2004	78/502,115		
POWERLOCK	US	27/03/2002	76/387,343	27/01/2004	2,809,167
POWERSCAPE	US	05/04/1993	74/375,233	07/12/1993	1,809,357

Trademark	Country	Filing Date	Serial No.	Reg. Date	Reg. No.
POWERSCAPE	US	26/03/2002	76/387,327	15/07/2003	2,738,770
PRIMETIME	US	02/08/1994	74/556,193	11/06/1996	1,980,181
RAIN WHEEL	US	18/09/2001	76/313,941	04/11/2003	2,780,236
ROCKSLIDE	US	31/08/2001	76/307,574	08/04/2003	2,705,336
SADDLE-MATES	US	28/04/1968	72/095,429	15/11/1960	707,172
SEDONA	US	24/09/1997	75/362,119	28/09/1999	2,282,057
SHUTTLE GLIDER	US	13/01/2000	75/896,062	25/09/2001	2,492,080
SHUTTLE TOWER	US	13/01/2000	75/896,311	25/09/2001	2,492,084
SKY RUNNER	US	13/11/2006	77/042,373		
SKY WHEEL	US	31/01/2001	76/203,123	18/12/2001	2,519,898
STREETSCAPE	US	24/09/1997	75/362,171	05/10/1999	2,283,867
SUPER MAX	US	23/06/1999	75/734,452	14/11/2000	2,403,691
SWING-N-SLIDE	US	27/04/1992	74/269,926	06/07/1993	1,780,415
SWING-N-SLIDE TUFF KIDS COMMERCIAL PLAYGROUNDS & Design	US	22/02/2000	75/924,114	30/10/2001	2,501,550
THE LEADER IN PLAY	US	06/10/2003	78/309,652	08/03/2005	2,931,977
THE POWER OF PLAY	US	29/08/2002	76/446,441	03/02/2004	2,811,516
TITAN	US	06/11/2000	76/159,960	06/08/2002	2,605,670
TOMORROW'S PLAY TODAY	US	11/01/1996	75/042,338	23/12/1997	2,124,236
TOTSTUFF & Design	US	14/05/2003	78/249,525	28/09/2004	2,890,407
TOTTIME	US	17/03/1986	73/588,591	05/07/1988	1,495,218
TOTTIME & Design	US	08/01/1990	74/016,862	25/09/1990	1,614,855
TREEPLAY	US	02/12/1999	75/862,305	10/07/2001	2,468,498
TUFF KIDS	US	27/01/2000	75/904,371	30/10/2001	2,501,514
TUFF TOTS	US	13/01/2000	75/896,314	24/07/2001	2,471,262
TUFFCLAD	US	18/02/1999	75/643,683	28/01/2003	2,679,323
TURBO TUBE SLIDE	US	10/03/1993	74/366,650	18/07/1995	1,905,747
TWIN SHUTTLE TOWERS	US	13/01/2000	75/896,008	25/09/2001	2,492,078
ULTRUM	US	02/05/1986	73/596,525	20/01/1987	1,425,770
WAIST-HI	US	24/03/1987	73/651,204	21/06/1988	1,493,020
WALLCANO	US	29/08/2002	76/445,558	11/11/2003	2,783,025
WAVE CLIMBER	US	27/07/2000	76/097,602	17/12/2002	2,664,058
WILDERSLIDE	US	17/10/2003	78/314,974	31/05/2005	2,958,538
WILDSLIDE	US	18/09/2001	76/313,648	10/06/2003	2,725,525
XTREMEPLAY (Stylized)	US	26/01/2001	76/200,290	26/11/2002	2,653,488

GRANT OF TRADEMARK SECURITY INTEREST

February 21, 2007

WHEREAS, the undersigned (each a "Grantor" and collectively the "Grantors"), own and use in their business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, PlayCore Wisconsin, Inc., a Wisconsin corporation ("Company"), has entered into a Credit Agreement dated as of February 21, 2007 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, "Secured Party") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "Lender Hedge Agreements") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "Hedge Agreement Counterparties"); and

WHEREAS, certain of the Grantors have executed and delivered a Subsidiary Guaranty or Holdings Guaranty, as applicable, each dated as of February 21, 2007 (said Subsidiary Guaranty or Holdings Guaranty, as each may heretofore have been and as each may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being collectively the "Guaranty") in favor of Secured Party for the benefit of Lenders and any Hedge Agreement Counterparties, pursuant to which such Grantors have guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of February 21, 2007 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Security Agreement"), among the Grantors, Secured Party and the other grantors named therein, the Grantors have created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantors to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

- (a) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, trade names, trade dress,

corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on **Schedule A** annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (except for any applications for Trademarks filed pursuant to 15 U.S.C. § 1051(b)) (including, without limitation, the registrations and applications set forth on **Schedule A** annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

- (b) all proceeds of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" shall have the meaning given to such term in the Uniform Commercial Code, as it exists on the date hereof or as it may hereafter be amended, in the State of New York.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its respective officer thereunto duly authorized as of the date first written above.

PLAYCORE WISCONSIN, INC.

By: John Conely
Name: JOHN CONELY
Title: COO

PLAYCORE HOLDINGS, INC.

By: John Conely
Name: JOHN CONELY
Title: COO

PLAYCORE IP SUB, INC.

By: John Conely
Name: JOHN CONELY
Title: COO

Playcore - Grant of Trademark Security Interest