

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EVERLAST CLIMBING INDUSTRIES, INC.		07/31/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	BNP PARIBAS
Street Address:	787 Seventh Avenue, 31st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank:

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3324281	RED-RELIEF LINE
Registration Number:	3344029	TRAVERSE WALL
Registration Number:	3317798	MAGNA
Registration Number:	3317797	CLIMBCO
Serial Number:	77371199	MAT LOCKING
Serial Number:	77283327	FITWALL
Serial Number:	77369877	
Serial Number:	77369891	

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
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 Phone: 212-830-9541  
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CH \$215.00 3324281

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ATTORNEY DOCKET NUMBER:	419562
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	08/07/2008

Total Attachments: 6  
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## GRANT OF TRADEMARK SECURITY INTEREST

July 31, 2008

**WHEREAS**, the undersigned (the "**Grantor**"), own and use in its 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**, the Grantor has executed and delivered a counterpart to that certain Subsidiary Guaranty, dated as of February 21, 2007 (as the same may heretofore have been and as may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Hedge Agreement Counterparties, pursuant to which the Grantor has 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**, the Grantor has executed and delivered a counterpart to that certain Security Agreement, dated as of February 21, 2007 (as the same 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**") pursuant to the terms of which the Grantor has 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 Grantor to Secured Party pursuant to the Security Agreement, the Grantor hereby grants to Secured Party a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the 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 the 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 the 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.

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

EVERLAST CLIMBING INDUSTRIES, INC.

By: 

Name: Richard E. Ruegger

Title: Chief Financial Officer

G R A N T O F T R A D E M A R K S E C U R I T Y I N T E R E S T

TRADEMARK  
REEL: 003831 FRAME: 0521

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>Trademark/Application</u>	<u>Registration Number</u>	<u>Registration or Application Date</u>
Everlast Climbing Industries, Inc.	RED RELIEF LINE	3,324,281	10/30/2007
Everlast Climbing Industries, Inc.	TRAVERSE WALL	3,344,029	11/27/2007
Everlast Climbing Industries, Inc.	MAGNA	3,317,798	10/23/2007
Everlast Climbing Industries, Inc.	CLIMBCO	3,317,797	10/23/2007
Everlast Climbing Industries, Inc.	MAT LOCKING	Ser. No. 77/371,199	1/14/2008
Everlast Climbing Industries, Inc.	FITWALL  (This Trademark application was published for opposition on 3/11/2008 and an opposition was filed by Douglas Edward Brendle and Brendle Climbing Systems, LLC, the owner of the FITWALL use based application, Ser. No. 77/446,522 filed 4/15/08. Opposition No. 91185122 is pending at this time)	Ser. No. 77/283,327	9/19/07
Everlast Climbing Industries, Inc.	[Design- Squiggly Line]	Ser. No. 77/369,877	1/11/08
Everlast Climbing Industries, Inc.	[Design- Line Color Red]	Ser. No. 77/369,891	1/11/08

**Unregistered Trademarks:**

	<b>Product Name</b>	<b>Symbol Used</b>
1	360 Wall	TM
2	Character Holds	TM
3	Choose Well, Be Well	TM
4	Climb Across America	TM
5	Climb over, under, around and through	TM
6	Climbing for Character	TM
7	Climbing in the Classroom	TM

8	Climbing the Walls	TM
9	Climbrite	TM
10	Critterz	TM
11	Discovery Plates	TM
12	Discovery Wall	TM
13	Dry-Erase Wall	TM
14	Erasa Plates	TM
15	Ergo Board	TM
16	Creating Environments for Educational Excellence	
17	Groperz	TM
18	Groperz Easy Mount Alphabet Holds	TM
19	Groperz Easy Mount Number Holds	TM
20	Groperz Tip Top Texture	TM
21	Modular Geometric Feature	TM
22	Modular Obstacle	TM
23	Peg Pouches	TM
24	Playground Wall	TM
25	Relief-Feature	TM
26	Route Setting Hand Holds	TM
27	Standard Panels	TM
28	Superior Rock Wall	TM
29	Symbol of climbing figure within a circle	