

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNP, Paribas		06/30/2011	Bank: FRANCE

RECEIVING PARTY DATA

Name:	Everlast Climbing Industries, Inc.
Street Address:	401 Chestnut Street
Internal Address:	Suite 301
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37402
Entity Type:	CORPORATION: DELAWARE

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
Registration Number:	3510275	MAT LOCKING
Serial Number:	77283327	FITWALL
Registration Number:	3601096	
Registration Number:	3593870	

CORRESPONDENCE DATA

Fax Number: (800)516-6304
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6142803562
 Email: ted.mulligan@wolterskluwer.com
 Correspondent Name: Ted Mulligan

900196129

**TRADEMARK
 REEL: 004575 FRAME: 0057**

OP \$215.00 3324281

Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

ATTORNEY DOCKET NUMBER: 8188613-3

NAME OF SUBMITTER: Ted Mulligan

Signature: /ted mulligan/

Date: 07/05/2011

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of June 30, 2011 in favor of Everlast Climbing Industries, Inc. ("Grantor") by BNP Paribas, as administrative agent for the Lenders (in such capacity, "Secured Party").

WHEREAS, PlayCore Wisconsin, Inc. ("Company") entered into that certain Credit Agreement dated as of February 21, 2007 (as amended, restated, supplemented or otherwise modified from time to time, 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 Secured Party;

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

WHEREAS, Grantor entered into that certain Subsidiary Guaranty dated as of February 21, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") in favor of Secured Party for the benefit of Lenders and any Hedge Agreement Counterparties;

WHEREAS, pursuant to that certain Security Agreement dated as of February 21, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, Secured Party and the other grantors named therein, Grantor granted to Secured Party a security interest in all of its right, title and interest in, to and under certain intellectual property and, in connection therewith, entered into that certain Grant of Trademark Security Interest dated as of July 31, 2008 (the "Trademark Security Agreement") for the purpose of recording such security interest with respect to the trademarks and trademark applications set forth on Schedule A hereto and such other assets included in the Trademark Collateral (as such term is defined in the Trademark Security Agreement) with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 7, 2008 at Reel 3831, Frame 0517; and

WHEREAS, Grantor has paid all of its outstanding indebtedness and all other Obligations (as defined in the Credit Agreement) to Secured Party.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby, on behalf of itself and the Lenders (i) terminates the Trademark Security Agreement, (ii) terminates,

cancels and releases any and all liens and security interests it has in, to and under the Trademark Collateral, (iii) re-assigns to Grantor any right, title and interest it may have in, to and under the Trademark Collateral, and (iv) authorizes and requests the United States Patent and Trademark Office, and any other location where the security interest was filed, to note and record the existence of such release hereby given.

Secured Party shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such necessary cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

* * * * *

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized representative as of the date first set forth above.

BNP Paribas

By: 

Name: Guillaume Sabat

Title: Vice President

By: 

Name: Angelo Maiello
Director

Title: _____

SCHEDULE A

Trademark Registrations and Applications

Trademark	Application No.	Reg. No.	Filing Date	Reg. Date	Country
RED-RELIEF LINE	78/891360	3324281	5/24/2006	10/30/2007	US
TRAVERSE WALL	78/891347	3344029	5/24/2006	11/27/2007	US
MAGNA	78/891339	3317798	5/24/2006	10/23/2007	US
CLIMBCO	78/891337	3317797	5/24/2006	10/23/2007	US
MAT LOCKING	77/371199	3510275	1/14/2008	9/30/2008	US
FITWALL	77/283327		9/19/2007		US
(Design)	77/369877	3601096	1/11/2008	4/7/2009	US
(Design)	77/369891	3593870	1/11/2008	3/24/2009	US

Unregistered Trademarks

	Product Name	Symbol Used
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

	Product Name	Symbol Used
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	