TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PLAYPOWER, INC		05/23/2013	CORPORATION: DELAWARE
E-Z-Dock, Inc.		05/23/2013	CORPORATION: MINNESOTA
Miracle Recreation Equipment Company		05/23/2013	CORPORATION: IOWA
PlayPower LT Farmington, Inc.		05/23/2013	CORPORATION: MISSOURI
Soft Play, L.L.C.		05/23/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Second Lien Collateral Agent
Street Address:	677 Washington Boulevard, 6th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	CORPORATION: CONNECTICUT

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85412817	NATURAL URBAN EDGE
Serial Number:	85428921	NATURTEK
Serial Number:	85412812	NU-EDGE
Serial Number:	85458242	ORIGINAL SOCIAL NETWORK
Serial Number:	85483722	SHAPING THE FUTURE OF PLAY
Serial Number:	85528508	EZ BOATPORT
Serial Number:	85808201	M
Serial Number:	85807868	THE FACE OF PLAY

OP $215.00 85412817

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-318-6493
Email: david.adams@thomsonreuters.com
Correspondent Name: Robin Riley
Address Line 1: 75 East 55th Street
Address Line 2: Paul Hastings LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Robin Riley
Signature:	/David Adams TR/
Date:	05/31/2013

Total Attachments: 10
source=PlayPower - IP SA Supplement 2nd Lien (Trademark)#page1.tif
source=PlayPower - IP SA Supplement 2nd Lien (Trademark)#page2.tif
source=PlayPower - IP SA Supplement 2nd Lien (Trademark)#page3.tif
source=PlayPower - IP SA Supplement 2nd Lien (Trademark)#page4.tif
source=PlayPower - IP SA Supplement 2nd Lien (Trademark)#page5.tif
source=PlayPower - IP SA Supplement 2nd Lien (Trademark)#page6.tif
source=PlayPower - IP SA Supplement 2nd Lien (Trademark)#page7.tif
source=PlayPower - IP SA Supplement 2nd Lien (Trademark)#page8.tif
source=PlayPower - IP SA Supplement 2nd Lien (Trademark)#page9.tif
source=PlayPower - IP SA Supplement 2nd Lien (Trademark)#page10.tif

ITEM 2 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Parties

Entity	Jurisdiction of Organization	Type of Entity	Citizenship
E-Z-Dock, Inc.	Minnesota	Inc	USA-Minnesota
Miracle Recreation Equipment Company	Iowa	Inc	USA-Iowa
PlayPower LT Farmington, Inc.	Missouri	Inc	USA – Missouri
Soft Play, L.L.C.	Delaware	LLC	USA - Delaware

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "Second Lien IP Security Agreement Supplement"), dated as of May 23, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of UBS AG, STAMFORD BRANCH ("UBS"), in its capacity as a collateral agent pursuant to the Second Lien Credit Agreement, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Second Lien Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of June 30, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), by and among PlayPower, Inc., a Delaware corporation (the "Borrower"), the Guarantors referred to therein, the lenders party thereto from time to time (the "Lenders"), the other parties thereto and the Second Lien Collateral Agent; the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to Sections 3 and 8(b)(iii) of that certain Second Lien Security Agreement, dated as of June 30, 2011, by and among the Borrower and the other Grantors signatory thereto, in favor of the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement"), each of the Borrower and the other Grantors has: (1) agreed to grant a security interest in the Additional Collateral (as defined below) and (2) agreed to take such further actions as the Second Lien Collateral Agent may reasonably request for the purpose of obtaining or preserving the full benefits of the Second Lien Security Agreement; and

WHEREAS, pursuant to the Second Lien Security Agreement, the Grantors are required to execute and deliver this Second Lien IP Security Agreement Supplement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Second Lien Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Second Lien Security Agreement.

Section 2. Grant of Security Interest in Additional Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations on the terms set forth in the Credit Documents, hereby grants to the Second Lien Collateral Agent, for the benefit of the Second Lien Secured Parties, a second priority security interest in the following Collateral of such Grantor (the "Additional Collateral"):

(a) the patents and patent applications referred to on Schedule 1 attached hereto;

TRADEMARK
REEL: 005038 FRAME: 0428

(b) the trademark applications and registrations referred to on Schedule 2 attached hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule 3 attached hereto;

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Intellectual Property Collateral or arising from any of the foregoing.

Section 3. Security Agreement. The security interest granted pursuant to this Second Lien IP Security Agreement Supplement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Second Lien Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien Collateral Agent and the Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this IP Security Agreement Supplement and the provisions of the Security Agreement, the terms of the Security Agreement shall prevail.

Section 4. Supplement to Intellectual Property Security Agreement. The Schedules to the Intellectual Property Security Agreement are, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's Intellectual Property Collateral subject to a security interest hereunder.

Section 6. Counterparts. This Second Lien IP Security Agreement Supplement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Second Lien IP Security Agreement Supplement by facsimile or other electronic method of transmission shall be as effective as a delivery of a manually executed counterpart of this Second Lien IP Security Agreement.

Section 7. Submission to Jurisdiction, Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Second Lien IP Security Agreement Supplement or any of the other Credit Documents, or for recognition and enforcement of any judgment in respect thereof, to the non exclusive general jurisdiction of the courts of the State of New York located in the Borough of Manhattan, The City of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in the Second Lien Credit Agreement or at such other address of which the Second Lien Collateral Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 7 any special, exemplary, punitive or consequential damages.

Section 8. Termination. Upon payment in full of all the Secured Obligations (other than, as of any date, contingent and unliquidated obligations not due or payable hereunder and which, pursuant to the terms hereof or the Second Lien Credit Agreement or the other Credit Documents, survive the termination thereof), the Second Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Intellectual Property Collateral under this Second Lien IP Security Agreement Supplement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien IP Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLAYPOWER, INC., as Grantor

By: _____
Name: MICHAEL A. PRUSS
Title: CFO

E-Z-DOCK, INC.
MIRACLE RECREATION EQUIPMENT COMPANY
PLAYPOWER LT FARMINGTON, INC., as Grantors

By: _____
Name: MICHAEL A. PRUSS
Title: CFO

SOFT PLAY, L.L.C., as Grantor

By: PLAYPOWER, INC., its sole member

By: _____
Name: MICHAEL A. PRUSS
Title: CFO

[Signature page to Second Lien Intellectual Property Security Agreement Supplement]

ACCEPTED AND AGREED
as of the date first above written:

UBS AG, STAMFORD BRANCH, as
Second Lien Collateral Agent

By: _____
Name: Lana Gifas
Title: Director
Banking Products Services, US

By: _____
Name:
Title:
Kenneth Chin
Director
Banking Products Services, US

[Signature page to Second Lien Intellectual Property Security Agreement Supplement]

SCHEDULE 1

I. Patents

Grantor	Country	Patent/Application	Registration Number/Serial Number	Registration Date/Filing Date
E-Z-Dock, Inc.	European Patent Convention	Floating Drive-On Watercraft Dock	1713685	2/4/05
Miracle Recreation Equipment Company	United States	Playground Element and Mounting Method	13/334232	12/22/11
Miracle Recreation Equipment Company	European Patent Convention	Playground Element and Mounting Method	11195563.9	12/23/11

SCHEDULE 2

II. Domain Names and Trademarks

Grantor	Country	Trademark/Application	Registration Number/Serial Number	Registration Date/Filing Date
PlayPower LT Farmington, Inc.	United States	Natural Urban Edge	85/412817	9/1/11
Playpower LT Farmington, Inc.	United States	Naturtek	85/428921	9/22/11
Playpower LT Farmington, Inc.	United States	Nu-Edge	85/412812	9/1/11
Soft Play, LLC	United States	Original Social Network	85/458242	10/27/11
PlayPower, Inc.	United States	Shaping the Future of Play	85/483722	11/30/11
PlayPower, Inc.	United States	EZ Boatport	85/528508	10/23/12
PlayPower, Inc.	United States	M (Stylized Color) (new Miracle logo)	85/808201	12/20/12
PlayPower, Inc.	United States	The Face of Play	85/807868	12/20/12

SCHEDULE 3

III. Copyrights

None.

IV. Exclusive Copyright Licenses

None.