

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Backyard Leisure Holdings, Inc.		06/14/2013	CORPORATION: DELAWARE
Home Brands, Inc.		06/14/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2472777	BA
Registration Number:	2582802	TOM'S TREEHOUSE
Registration Number:	2438052	BACKYARD ADVENTURES
Registration Number:	2345991	JURASSIC
Registration Number:	2720119	ADVENTURE PLAYSETS
Registration Number:	3554884	CREATE-N-ADVENTURE
Registration Number:	3699528	SUPER SAFE SPEEDY SLIDE
Registration Number:	3857549	QUARRY CLIMBERS
Registration Number:	3745356	EXPEDITION
Registration Number:	3808014	BACKYARD BOTANICAL
Registration Number:	4142975	BACKYARD DISCOVERY
Registration Number:	2989363	BACKYARD DISCOVERY
Registration Number:	3935365	SAFE-T-FUSE

OP \$490.00 2472777

Registration Number:	3935364	SAFE-T-FUSE
Serial Number:	85035588	SOUNDS LIKE FUN
Registration Number:	4129244	BACKYARD DISCOVERY
Registration Number:	4037458	BACKYARD ADVENTURES
Registration Number:	2964707	SHEDS USA DELIVERED BUILT GUARANTEED
Serial Number:	85605205	YARD BUILT

CORRESPONDENCE DATA

Fax Number: 2158325619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 215-569-5619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: Eighth Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	06/16/2013

Total Attachments: 7
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 14th day of June, 2013 by **BACKYARD LEISURE HOLDINGS, INC.**, a Delaware corporation ("Backyard Holdings"), and **HOME BRANDS, INC.**, a Delaware corporation ("Home Brands" and, together with Backyard Holdings, collectively the "Grantors" and each a "Grantor") in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent (in such capacity, "Agent") for the Lenders (as defined below).

W I T N E S S E T H

WHEREAS, each Grantor, together with certain of its Affiliates (collectively with each Grantor and each Person joined as a borrower to the Loan Agreement (as defined below) from time to time, the "Borrowers" and each a "Borrower") have entered into that certain Revolving Credit, Term Loan and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (collectively, the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in and to any and all Patents and Trademarks to secure the Obligations owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference.
2. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means (a) all of each Grantor's now-owned or existing or thereafter acquired or arising, right, title and interest in and to any and all patents and patentable intellectual property (whether statutory or common law, whether established or registered in the United States or any country or any political subdivision thereof), patent registrations and renewals ("Patent Registrations"), and applications for patent registrations and renewals ("Patent Applications"), (b) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all other rights corresponding thereto throughout the world, and (e) all proceeds thereof.

“Trademarks” means (a) all of each Grantor’s now-owned or existing or thereafter acquired or arising, right, title and interest in and to any and all trademarks and intellectual property that may be trademarked (whether statutory or common law, whether established or registered in the United States or any country or any political subdivision thereof), trademark registrations and renewals (“Trademark Registrations”), and applications for trademark registrations and renewals (“Trademark Applications”), (b) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all other rights corresponding thereto throughout the world, and (e) all proceeds thereof.

3. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in and Lien on the Patents and Trademarks, with power of sale to the extent permitted by law (the “Security Interest”).

4. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Patents and Trademarks except as permitted by the Loan Agreement without prior written consent of Agent.

5. Representations, Warranties and Agreements. Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Exhibit A hereto accurately lists all registered Patents and Trademarks owned by such Grantor as of the date hereof.

6. Termination. This Agreement shall continue in effect until all of the Obligations are paid in full in cash and satisfied in full and the Loan Agreement is terminated.

7. Power of Attorney. To facilitate Agent’s taking action under this Agreement, after and during the continuance of an Event of Default, each Grantor hereby irrevocably appoints Agent, or its delegate, as the attorney-in-fact of Grantor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Grantor necessary for Agent, after and during the continuance of an Event of Default, to exercise its remedies under the Loan Agreement and at law or equity. Each Grantor hereby ratifies all that such attorneys-in-fact shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein is coupled with an interest and shall be irrevocable until the payment and performance in full of all Obligations and termination of the Loan Agreement.

8. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between or among the parties under or relating to this Agreement or the

facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signatures to appear on following page]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

BACKYARD LEISURE HOLDINGS, INC.

By: Donald J. Herz
Name: Donald J. Herz
Title: CEO

HOME BRANDS, INC.

By: Donald J. Herz
Name: Donald J. Herz
Title: CEO

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

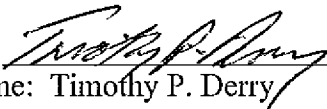
By:  _____
Name: Timothy P. Derry
Title: Vice President

EXHIBIT A

Patents

<u>Owner</u>	<u>Patent</u>	<u>Patent or Patent Application Number</u>	<u>Country of Registration</u>
Backyard Leisure Holdings, Inc.	Play Set Slide	7,662,045	USA
	Play Set Slide	D575,840	
	Play Set Slide	D601,220	
	Adjust Height Slide Base	8,105,173	
	Swing Seat	8,083,600	
	Wood Post Anchoring Base	8,240,097	
	Play System Accessory With Motion-Activated Sound	13/076,273	
	Stand-On Playset Swing	13/092,265	
	Play System Accessory with Sound Modules	13/076,285	
	Convertible Swing Seat	8439447	
	Convertible Swing Seat	13,868,166	
	Interactive Timing System for a Play System	13/092,270	
	Rotating Seat	13/076,342	
	Quick Assembly Children's Playhouse, Playset, and the Like	61/815,138	

Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Country of Registration</u>
Backyard Leisure Holdings, Inc.	BA & Design	2472777	USA
	Tom's Treehouse	2582802	
	Backyard Adventures	2438052	
	Jurassic	2345991	
	Adventure Playsets	2720119	
	Create-N-Adventure	3554884	
	Super Safe Speedy Slide	3699528	
	Adventure Playsets	2720119	
	Backyard Adventures	2438052	
	Quarry Climbers	3857549	
	Expedition	3745356	
	Backyard Botanical	3808014	
	Backyard Discovery	4142975	
	Backyard Discovery	2989363	
	Safe-T-Fuse	3935365	
	Safe-T-Fuse And Design	3935364	
	Sounds Like Fun	85/035588	
Backyard Discovery And Design	4129244		
Backyard Adventures And Design	4037458		
Home Brands, Inc.	Yard Built	85/605205	USA
	Sheds USA Delivered Built Guaranteed	2964707	