

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RPS Properties of Brookings, LLC		09/30/2013	LIMITED LIABILITY COMPANY: MINNESOTA
Rainbow Play Systems, Inc.		09/30/2013	CORPORATION: MINNESOTA

**RECEIVING PARTY DATA**

<b>Name:</b>	Newstar Business Credit, LLC
<b>Street Address:</b>	8401 North Central Expressway, Suite 600
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75225
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark
Serial Number:	85937288	RAINBOW PLAY SYSTEMS
Registration Number:	4185680	RAINBOW ALL-AMERICAN SERIES
Registration Number:	4179267	CASTLEMANIA
Registration Number:	4226493	PHILADELPHIA'S SWING SET HEADQUARTERS
Registration Number:	4226492	ST. LOUIS' SWING SET HEADQUARTERS
Registration Number:	4226491	HOUSTON'S SWING SET HEADQUARTERS
Registration Number:	4226490	BALTIMORE'S SWING SET HEADQUARTERS
Registration Number:	4226489	CINCINNATI'S SWING SET HEADQUARTERS
Registration Number:	4022507	DOUBLE DECKER
Registration Number:	4032731	RAINBOW SWINGSET SUPERSTORES
Registration Number:	3249615	RAINBOW MARKETING ASSOCIATION
Registration Number:	3251268	RAINBOW PLAY SYSTEMS, INC. FINE RESIDENT
Registration Number:	3171247	LET YOUR IMAGINATION SOAR!

CH \$990.00 85937288

Registration Number:	3171245	WHERE IMAGINATIONS SOAR!
Registration Number:	3114917	DOMINATOR
Registration Number:	3696815	ALL-AMERICAN JUNGLE GYM
Registration Number:	3696814	ALL-AMERICAN TREEHOUSE
Registration Number:	3693650	RAINBOW PLAYGROUNDS AMERICA, INC.
Registration Number:	3693598	RAINBOW PLAYGROUNDS AMERICA
Registration Number:	2928621	SUNRAY
Registration Number:	2930392	SUNRAY PREMIUM PLAYGROUNDS BY RAINBOW
Registration Number:	3022491	RAINBOW
Registration Number:	2440543	PLAYGROUND DEPOT
Registration Number:	2543866	THE CARNIVAL SERIES
Registration Number:	2012111	SUNSHINE CASTLE
Registration Number:	2017225	KING KONG SERIES
Registration Number:	1974370	KIDS KINGDOM
Registration Number:	1974369	THE BACKYARD CIRCUS
Registration Number:	1977380	YOUR PLAYGROUND HEADQUARTERS
Registration Number:	1978953	LET THE ADVENTURE BEGIN
Registration Number:	2000360	BUILDING CHILDHOOD MEMORIES
Registration Number:	1940793	THE MONSTER CASTLE SERIES
Registration Number:	1967383	PLAY VILLAGE
Registration Number:	1955398	KING KONG CASTLE
Registration Number:	1760040	CASTLE CLIMBER
Registration Number:	1801681	ADOPT-A-PLAYGROUND
Registration Number:	1710180	
Registration Number:	1700667	RAINBOW
Registration Number:	1669578	RAINBOW PLAY SYSTEMS, INC.

**CORRESPONDENCE DATA**

Fax Number: 2147455390  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 214.745.5370  
Email: jmuennink@winstead.com  
Correspondent Name: Janie Muennink c/o Winstead PC  
Address Line 1: P.O. Box 131851  
Address Line 4: Dallas, TEXAS 75313

ATTORNEY DOCKET NUMBER:

54897-7

**TRADEMARK**

	Janie Muennink
Signature:	/Janie Muennink/
Date:	10/04/2013
<b>Total Attachments: 15</b> source=54897 7 Security Agreement RPS Rainbow Newstar#page1.tif source=54897 7 Security Agreement RPS Rainbow Newstar#page2.tif source=54897 7 Security Agreement RPS Rainbow Newstar#page3.tif source=54897 7 Security Agreement RPS Rainbow Newstar#page4.tif source=54897 7 Security Agreement RPS Rainbow Newstar#page5.tif source=54897 7 Security Agreement RPS Rainbow Newstar#page6.tif source=54897 7 Security Agreement RPS Rainbow Newstar#page7.tif source=54897 7 Security Agreement RPS Rainbow Newstar#page8.tif source=54897 7 Security Agreement RPS Rainbow Newstar#page9.tif source=54897 7 Security Agreement RPS Rainbow Newstar#page10.tif source=54897 7 Security Agreement RPS Rainbow Newstar#page11.tif source=54897 7 Security Agreement RPS Rainbow Newstar#page12.tif source=54897 7 Security Agreement RPS Rainbow Newstar#page13.tif source=54897 7 Security Agreement RPS Rainbow Newstar#page14.tif source=54897 7 Security Agreement RPS Rainbow Newstar#page15.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this agreement, together with all amendments and restatements, this "Agreement"), dated as of September 30, 2013, made by RPS PROPERTIES OF BROOKINGS, LLC, a South Dakota limited liability company, and RAINBOW PLAY SYSTEMS, INC., a Minnesota corporation (including any permitted successors and assigns, collectively, the "Grantors" and each, a "Grantor"), in favor of NEWSTAR BUSINESS CREDIT, LLC, a Delaware limited liability company, as Administrative Agent (as defined in the Loan Agreement described below), for its benefit and the benefit of each Lender Party (as defined in the Loan Agreement described below) (Administrative Agent in such capacity, "Secured Party").

### BACKGROUND.

Grantors, Administrative Agent, and the Lenders party thereto have entered into the Loan and Security Agreement dated as of the date hereof (such agreement, together with all amendments and restatements, the "Loan Agreement").

Pursuant to the Loan Agreement, and to secure the Obligations under the Loan Agreement, each Grantor granted to the Secured Party, for the benefit of each Lender Party, a security interest in the entire right, title, and interest of such Grantor in and to certain property of such Grantor, whether now or hereafter existing, owned, arising or acquired.

It is the intention of the parties hereto that this Agreement create a first priority security interest in property of each Grantor in favor of Secured Party for the benefit of the Lender Parties securing the payment and performance of the Obligations. Such security interest is subject to liens that are permitted under the terms of the Loan Agreement.

It is a condition precedent to the effectiveness of the Loan Agreement that each Grantor shall have executed and delivered this Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lender Parties to make the Loans under the Loan Agreement and to extend other credit and financial accommodations under the Loan Documents, each Grantor hereby agrees with the Secured Party, for the benefit of each Lender Party, as follows:

### AGREEMENT

Each Grantor and Secured Party hereby agree as follows:

#### SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Copyright License" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by such Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyright Office" means the United States Copyright Office.

"Copyrights" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all copyright rights in any work subject to the copyright laws of any Governmental Authority, whether as author, assignee, transferee, or otherwise, (b) all registrations and applications for registration of any such copyright in any Governmental Authority, including registrations, recordings, supplemental registrations, and pending applications for registration in any jurisdiction, and (c) all rights to use and/or sell any of the foregoing.

"Patent and Trademark Office" means the United States Patent and Trademark Office.

"Patent License" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by such Grantor or which such Grantor otherwise has the right to license, is in existence, or granting to such Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of such Grantor under any such agreement.

"Patents" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all letters patent of any Governmental Authority, all registrations and recordings thereof, and all applications for letters patent of any Governmental Authority, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Trademark License" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by such Grantor or which such Grantor otherwise has the right to license, or granting to such Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Trademarks" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all trademarks, service

marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by any Grantor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

## SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, each Grantor hereby assigns, transfers, conveys, and grants to the Secured Party, for the benefit of each Lender Party, a security interest in and mortgage upon all of such Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which such Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

- (i) All of such Grantor's present and future Copyrights, including, without limitation, those listed in Schedule A to this Agreement;
- (ii) All of such Grantor's present and future Patents, including, without limitation, those listed in Schedule B to this Agreement;
- (iii) All of such Grantor's present and future Trademarks, including, without limitation, those listed in Schedule C to this Agreement;
- (iv) All of such Grantor's right, title and interest in and to any and all present and future Copyright Licenses, Patent Licenses, and Trademark Licenses;
- (v) All present and future accounts and other rights to payment arising from, in connection with or relating to the Copyrights, the Patents, and the Trademarks; and
- (vi) All cash and non-cash proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Each Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan Agreement and the other Loan Documents. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Loan Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Each Grantor represents and warrants to Secured Party that:

(a) Copyrights. A true and correct list of all of such Grantor's material United States Copyrights is set forth in Schedule A.

(b) Patents. A true and correct list of all of such Grantor's United States material Patents is set forth in Schedule B.

(c) Trademarks. A true and correct list of all of such Grantor's United States material Trademarks is set forth in Schedule C.

SECTION 5. Further Acts. On a continuing basis, each Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure such Grantor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the Copyright Office, the Patent and Trademark Office or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the Copyright Office or the Patent and Trademark Office, as applicable, at the expense of Grantors. In addition, each Grantor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If any Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, such Grantor shall immediately notify Secured Party in a writing signed by such Grantor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. Each Grantor shall give Secured Party prompt notice of any additional United States Copyrights, Patents or Trademarks after the date hereof. Each Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A, B or C, as applicable, to include any future United States Copyrights, Patents, or Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify

this Agreement or amend Schedule A, B, or C shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A, B or C.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantors, Secured Party and their respective successors and assigns. No Grantor may assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

SECTION 8. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF TEXAS, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW OR TO THE EXTENT THE PERFECTION OR PRIORITY OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN TEXAS.**

SECTION 9. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement or any other Loan Document, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement and the other Loan Documents.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic copy shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or electronic copy shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Grantors' expense) shall promptly execute and deliver to Grantors such documents and instruments reasonably requested by Grantors as shall be necessary to evidence termination of all such security interests given by Grantors to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the Copyright Office or the Patent and Trademark Office, as applicable.



SECTION 12. No Inconsistent Requirements. Each Grantor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and each Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

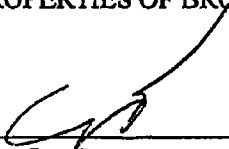
SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

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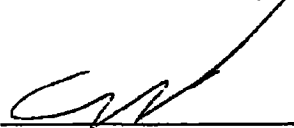
IN WITNESS WHEREOF, each Grantor and the Secured Party have executed this Agreement as of the date first above written.

**GRANTORS:**

RPS PROPERTIES OF BROOKINGS, LLC

By:   
Name: C. Gregory Foster  
Title: President

RAINBOW PLAY SYSTEMS, INC.

By:   
Name: C. Gregory Foster  
Title: President

**SECURED PARTY:**

**NEWSTAR BUSINESS CREDIT, LLC**

By: Amunda Pettit  
Name: Amunda Pettit  
Title: Assistant Vice President

SCHEDULE A

(Schedule Effective Date: September 30, 2013)

RPS of Brookings, LLC Copyrights

None.

Rainbow Play Systems, Inc. Copyrights

<b>COPYRIGHT</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
RAINBOW PLAY SYSTEMS PRODUCT CATALOG	TX-4-495-792	1997
SUNSHINE/ADVENTURE CASTLE (ASSEMBLY INSTRUCTIONS)	TX 4-553-146	1997
RAINBOW CLUBHOUSE PLAYDECK '97 OPTION (ASSEMBL INSTRUCTIONS)	TX 4-553-145	1997
MONSTER CASTLE '97 (ASSEMBLY INSTRUCTIONS) no. 509-107	TX 4-554-551	1997
RAINBOW FIREMAN'S POLE AND TURNING BAR '97 (ASSEMBLY INSTRUCTIONS) no. 509-138	TX 4-554-550	1997
HUCKLEBERRY HIDEOUT '97 (ASSEMBLY INSTRUCTIONS)	TX 4-520-509	1997
CASTLE AND CLUBHOUSE TIC TAC TOE '97 (ASSEMBLY INSTRUCTIONS) no. 509-072	TX 4-539-294	1997
CARNIVAL CLUBHOUSE SPIRAL TOWER '97 (ASSEMBLY INSTRUCTIONS) no. 509-135	TX 4-553-010	1997
CARNIVAL CLUBHOUSE PLAYDECK OPTION '97 (ASSEMBLY INSTRUCTIONS) no. 509-131	TX 4-553-009	1997
KING KONG CLUBHOUSE & PLAYDECK WOOD ROOF '97 (ASSEMBLY INSTRUCTIONS) no. 509-137	TX 4-553-008	1997
PLAY VILLAGE WOOD ROOF III '97 (ASSEMBLY INSTRUCTIONS) no. 509-126	TX 4-553-007	1997
RAINBOW CLUBHOUSE '97 (ASSEMBLY INSTRUCTIONS)	TX-4-549-591	1997
REDWOOD CLUBHOUSE SPIRAL TOWER '97 (ASSEMBLY INSTRUCTIONS)	TX 4-549-587	1997
RAINBOW CLUBHOUSE MULTI-LEVEL	TX 4-549-586	1997

<b>COPYRIGHT</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
ADD-ON OPTION '97 (ASSEMBLY INSTRUCTIONS) no. 509-112		
SUNSHINE CASTLE SPIRAL TOWER '97 (ASSEMBLY INSTRUCTIONS)	TX 4-549-585	1997
THE BACKYARD CIRCUS KIT SERIES '97 (ASSEMBLY INSTRUCTIONS) no. 509-136	TX 4-549-582	1997
CARNIVAL CASTLE '97 (ASSEMBLY INSTRUCTIONS)	TX 4-542-994	1997
RAINBOW PLAY VILLAGE III '97 (ASSEMBLY INSTRUCTIONS) no. 509-122	TX 4-539-622	1997
PLAY VILLAGE WOOD ROOF IV '97 (ASSEMBLY INSTRUCTIONS) no. 509-127	TX 4-539-621	1997
CARNIVAL CASTLE SPIRAL TOWER '97 (ASSEMBLY INSTRUCTIONS)	TX 4-480-583	1997
PLAY VILLAGE ROOF I (ASSEMBLY INSTRUCTIONS)	TX 4-480-582	1997
'97 CARNIVAL SERIES WAVE SLIDE INSTALLATION	TX 4-480-575	1997
SUNSHINE CASTLE SLIDE CONVERSION OPTION '97 (ASSEMBLY INSTRUCTIONS)	TX 4-480-572	1997
CARNIVAL CLUBHOUSE '97 (ASSEMBLY INSTRUCTIONS)	TX 4-549-076	1997
RAINBOW PLAY VILLAGE I '97 (ASSEMBLY INSTRUCTIONS) no. 509-120	TX 4-540-059	1997
RAINBOW PLAY VILLAGE II '97 (ASSEMBLY INSTRUCTIONS) no. 509-121	TX 4-540-058	1997
BASE CLUBHOUSE '97 (ASSEMBLY INSTRUCTIONS) no. 509-130	TX 4-540-057	1997
KING KONG CLUBHOUSE '97 (ASSEMBLY INSTRUCTIONS)	TX 4-530-745	1997
KING KONG CASTLE COMMERCIAL SPIRAL '97 (ASSEMBLY INSTRUCTIONS)	TX 4-530-739	1997
KING KONG CASTLE '97 (ASSEMBLY INSTRUCTIONS)	TX 4-524-902	1997
KING KONG, MONSTER, RAINBOW SLIDE CONVERSION OPTION '97 (ASSEMBLY INSTRUCTIONS)	TX 4-524-901	1997

COPYRIGHT	REGISTRATION NUMBER	REGISTRATION DATE
CARNIVAL CLUBHOUSE PICNIC TABLE OPTION '97 (ASSEMBLY INSTRUCTIONS)	TX 4-524-886	1997
RAINBOW PLAY VILLAGE 4 '97 (ASSEMBLY INSTRUCTIONS)	TX 4-531-221	1997
RAINBOW CLUBHOUSE PICNIC TABLE OPTION '97 (ASSEMBLY INSTRUCTIONS)	TX 4-531-220	1997
CASTLE AND CLUBHOUSE BUBBLE PANEL '97 (ASSEMBLY INSTRUCTIONS)	TX 4-530-168	1997
REDWOOD PACKAGE II PHOTOGRAPH	VA 840-702	1997
PLAY VILLAGE WOOD ROOF II '97 (INSTRUCTIONS) no. 509-125	TX 4-498-789	1997
RAINBOW CASTLE '97 (ASSEMBLY INSTRUCTIONS) no. 509-108	TX 4-498-788	1997
1997 FINE RESIDENTIAL PLAY EQUIPMENT	TX 4-493-486	1997

SCHEDULE B

(Schedule Effective Date: September 30, 2013)

RPS of Brookings, LLC Patents

None.

Rainbow Play Systems, Inc. Patents

<b>PATENT TITLE</b>	<b>UNITED STATES PATENT AND TRADEMARK OFFICE APPLICATION/PUBLICATION OR PATENT NUMBER</b>	<b>REGISTRATION DATE OR FILING DATE</b>
ADJUSTABLE HEIGHT BASKETBALL LOOP	D557,759	December 18, 2007

**SCHEDULE 3**

(Schedule Effective Date: September 30, 2013)



**RPS of Brookings, LLC Trademarks**


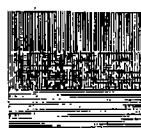

None.

**Rainbow Play Systems, Inc. Trademarks**

<b>MARK</b>	<b>UNITED STATES PATENT AND TRADEMARK OFFICE REGISTRATION NUMBER OR APPLICATION SERIAL NUMBER</b>	<b>REGISTRATION DATE OR FILING DATE</b>
RAINBOW PLAY SYSTEMS	85/937,288	May 20, 2013
RAINBOW ALL- AMERICAN SERIES	4,185,680	August 7, 2012
CASTLEMANIA	4,179,267	July 24, 2012
PHILADELPHIA'S SWING SET HEADQUARTERS	4,226,493	October 16, 2012
ST. LOUIS' SWING SET HEADQUARTERS	4,226,492	October 16, 2012
HOUSTON'S SWING SET HEADQUARTERS	4,226,491	October 16, 2012
BALTIMORE'S SWING SET HEADQUARTERS	4,226,490	October 16, 2012
CINCINNATI'S SWING SET HEADQUARTERS	4,226,489	October 16, 2012
DOUBLE DECKER	4,022,507	September 6, 2011
RAINBOW SWINGSET SUPERSTORES	4,032,731	September 27, 2011
RAINBOW MARKETING ASSOCIATION	3,249,615	June 5, 2007



MARK	UNITED STATES PATENT AND TRADEMARK OFFICE REGISTRATION NUMBER OR APPLICATION SERIAL NUMBER	REGISTRATION DATE OR FILING DATE
RAINBOW PLAY SYSTEMS, INC. FINE RESIDENTIAL PLAY EQUIPMENT & DESIGN 	3,251,268	June 12, 2007
LET YOUR IMAGINATION SOAR!	3,171,247	November 14, 2006
WHERE IMAGINATIONS SOAR!	3,171,245	November 14, 2006
DOMINATOR	3,114,917	July 11, 2006
ALL-AMERICAN JUNGLE GYM	3,696,815	October 13, 2009
ALL-AMERICAN TREEHOUSE	3,696,814	October 13, 2009
RAINBOW PLAYGROUNDS AMERICA, INC.	3,693,650	October 6, 2009
RAINBOW PLAYGROUNDS AMERICA	3,693,598	October 6, 2009
SUNRAY	2,928,621	March 1, 2005
SUNRAY PREMIUM PLAYGROUNDS BY RAINBOW & DESIGN 	2,930,392	March 8, 2005
RAINBOW	3,022,491	December 6, 2005
PLAYGROUND DEPOT	2,440,543	April 3, 2001
THE CARNIVAL SERIES	2,543,866	March 5, 2002
SUNSHINE CASTLE	2,012,111	October 29, 1006
KING KONG SERIES	2,017,225	November 19, 1996
KIDS KINGDOM	1,974,370	May 14, 1996

MARK	UNITED STATES PATENT AND TRADEMARK OFFICE REGISTRATION NUMBER OR APPLICATION SERIAL NUMBER	REGISTRATION DATE OR FILING DATE
THE BACKYARD CIRCUS	1,974,369	May 14, 1996
YOUR PLAYGROUND HEADQUARTERS	1,977,380	May 28, 1996
LET THE ADVENTURE BEGIN	1,978,953	June 4, 1996
BUILDING CHILDHOOD MEMORIES	2,000,360	September 10, 1996
THE MONSTER CASTLE SERIES & DESIGN 	1,940,793	December 12, 1995
PLAY VILLAGE	1,967,383	April 9, 1996
KING KONG CASTLE	1,955,398	February 6, 1996
CASTLE CLIMBER	1,760,040	March 23, 1993
ADOPT-A- PLAYGROUND	1,801,681	October 26, 1993
DESIGN 	1,710,180	August 25, 1992
RAINBOW & design 	1,700,667	July 14, 1992
RAINBOW PLAY SYSTEMS, INC.	1,669,578	December 24, 1991
RAINBOW PLAY SYSTEMS	Arizona Reg. 36,354	October 11, 1995