

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 Products, LLC		11/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
Backyard Storage Solutions, LLC		11/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
Backyard Services, LLC		11/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
Backyard Play Systems, LLC		11/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
Backyard Services Canada, LLC		11/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
Backyard Kids, LLC		11/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
Backyard Swing-N-Slide Play Systems, LLC		11/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
Backyard Swing-N-Slide Play Systems Real Estate, LLC		11/08/2013	LIMITED LIABILITY COMPANY: DELAWARE
Backyard DISC Company, Inc.		11/08/2013	CORPORATION: MICHIGAN
Backyard Products Canada Co.		11/08/2013	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	125 South Main Street
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48104
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	77042745	HEARTLAND

900271961

**TRADEMARK
 REEL: 005154 FRAME: 0307**

OP \$740.00 77042745

Registration Number:	3380197	HANDY HOME PRODUCTS
Registration Number:	3364368	HANDY HOME PRODUCTS IT'S EASY...IT'S HAN
Registration Number:	2711126	BACKYARDS BUILDINGS AND MORE
Registration Number:	3510518	YARDLINE
Registration Number:	3510517	YARDLINE GREAT IDEAS MADE SIMPLE
Registration Number:	3733394	SHEDMASTER
Registration Number:	3733393	SHEDMASTER
Registration Number:	4022724	COLONY BAY
Registration Number:	3828704	HEARTLAND PLAY SYSTEMS
Serial Number:	85550032	PLAY USA
Registration Number:	2929477	KID'S CREATIONS
Serial Number:	77042802	BACKYARD PLAY SYSTEMS
Registration Number:	3419163	YARDLINE PLAY SYSTEMS
Serial Number:	77042764	BACKYARD STORAGE SOLUTIONS
Serial Number:	77062721	CAPTAIN'S LOFT
Registration Number:	4336013	BACKYARD KIDS
Registration Number:	3766739	POWER FORTRESS
Registration Number:	3766738	ULTRA FORTRESS
Registration Number:	3766735	ADVENTURE FORTRESS
Registration Number:	3588413	FREEDOM FORTRESS
Registration Number:	3588410	SUPER FORTRESS
Serial Number:	85716062	SCOUT
Registration Number:	3231526	BUILD AND PLAY IN ONE DAY!
Registration Number:	2209296	DISCOVERY MOUNTAIN
Registration Number:	3411143	NO-CUT
Registration Number:	1780415	SWING-N-SLIDE
Registration Number:	2501514	TUFF KIDS
Registration Number:	1905747	TURBO TUBE SLIDE

CORRESPONDENCE DATA

Fax Number: 7346231625

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (734) 623-1678

Email: nhudge@dickinsonwright.com

Correspondent Name: Nora L. Hudge, Paralegal

Address Line 1: Dickinson Wright PLLC

TRADEMARK
REEL: 005154 FRAME: 0308

Address Line 2: 350 South Main Street, Suite 300
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	7-4565
NAME OF SUBMITTER:	Nora L. Hudge, Paralegal
Signature:	/Nora L. Hudge/
Date:	11/14/2013

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is entered into as of November 8, 2013 by Backyard Products, LLC, a Delaware limited liability company ("**Borrower**"), Backyard Storage Solutions, LLC, a Delaware limited liability company, Backyard Services, LLC, a Delaware limited liability company, Backyard Play Systems, LLC, a Delaware limited liability company, Backyard Services Canada, LLC, a Delaware limited liability company, Backyard Kids, LLC, a Delaware limited liability company, Backyard Swing-N-Slide Play Systems, LLC, a Delaware limited liability company, Backyard Swing-N-Slide Play Systems Real Estate, LLC, a Delaware limited liability company, Backyard DISC Company, Inc., a Michigan corporation, and Backyard Products Canada Co., a Canadian corporation (together with the Borrower, collectively, the "**Grantors**"), in favor of JPMorgan Chase Bank, N.A., a national banking association (the "**Lender**").

Recitals

A. The Borrower, the other Loan Parties from time to time party thereto, and the Lender have entered into a Credit Agreement dated on or about the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which the Lender has made available to the Borrower credit facilities.

B. In connection with the Credit Agreement, the Grantors and the Lender have entered into a Pledge and Security Agreement dated on or about the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which certain Secured Obligations owed to the Lender are secured. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Lender this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents, each Grantor hereby grants to the Lender to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) any and all patents registrations and patent applications, including, without limitation, each patent and patent application referred to in Schedule 1 attached hereto, together with any renewal thereof;
- (2) all products and proceeds of the foregoing, including, without limitation, any and all claims by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 attached hereto and any patent issued pursuant to a patent application referred to in Schedule 1 attached hereto (items 1 and 2 being herein collectively referred to as the "**Patent Collateral**");

- (3) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (4) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 2 attached hereto and any trademark issued pursuant to a trademark application referred to in Schedule 2 attached hereto (items 3 and 4 being herein collectively referred to as the “*Trademark Collateral*”).

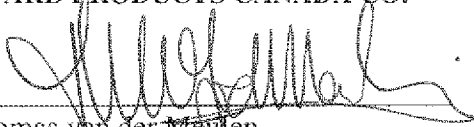
The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

DETROIT 7-4565 1296828v3

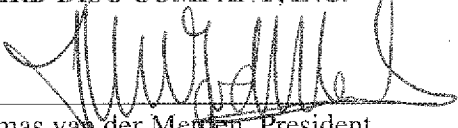
[Signature page follows]

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

BACKYARD PRODUCTS, LLC
BACKYARD STORAGE SOLUTIONS, LLC
BACKYARD SERVICES, LLC
BACKYARD PLAY SYSTEMS, LLC
BACKYARD SERVICES CANADA, LLC
BACKYARD KIDS, LLC
BACKYARD SWING-N-SLIDE PLAY
SYSTEMS, LLC
BACKYARD SWING-N-SLIDE PLAY
SYSTEMS REAL ESTATE, LLC
BACKYARD PRODUCTS CANADA CO.

By: 
Thomas van der Meulen
Chief Executive Officer

BACKYARD DISC COMPANY, INC.

By: 
Thomas van der Meulen, President

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005154 FRAME: 0312

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

BACKYARD PRODUCTS, LLC
BACKYARD STORAGE SOLUTIONS, LLC
BACKYARD SERVICES, LLC
BACKYARD PLAY SYSTEMS, LLC
BACKYARD SERVICES CANADA, LLC
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BACKYARD SWING-N-SLIDE PLAY
SYSTEMS, LLC
BACKYARD SWING-N-SLIDE PLAY
SYSTEMS REAL ESTATE, LLC
BACKYARD PRODUCTS CANADA CO.

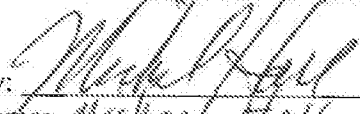
By: _____
Thomas van der Meulen
Chief Executive Officer

BACKYARD DISC COMPANY, INC.

By: _____
Thomas van der Meulen, President

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Michael Hay
Title: Vice President

SIGNATURE PAGE TO
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005154 FRAME: 0313

Schedule 1 – Patent Collateral

Registration Number	Country	Title	Status
6,193,633	U.S.	Play Structure Climbing Wall	Registered
8,225,575	U.S.	Brackets and Bracket System for Assembling Playground Equipment	Registered
7,827,757	U.S.	Brackets and Bracket System for Assembling Playground Equipment	Registered
7,712,283	U.S.	Brackets and Bracket System for Assembling Playground Equipment	Registered
6,419,610	U.S.	Climbing Wall	Registered
8540201	U.S.	Brackets and Bracket System for Assembling Playground Equipment	Pending
20100205893 (App. No. 12/750,178)	U.S.	Brackets and Bracket System for Assembling Playground Equipment	Pending
CA2799522	Canada	Brackets and Bracket System for Assembling Playground Equipment	Pending
CA2799251	Canada	Brackets and Bracket System for Assembling Playground Equipment	Pending
CA2531402	Canada	Brackets and Bracket System for Assembling Playground Equipment	Pending

Schedule 2 – Trademark Collateral

Trademark	Country	Company	Registration/Serial Number or Application Number
Heartland	U.S.	Backyard Storage Solutions, LLC	77042745
Handy Home Products	U.S.	Backyard Storage Solutions, LLC	3380197/77042693
HANDY HOME PRODUCTS IT'S EASY...IT'S HANDY	U.S.	Backyard Storage Solutions, LLC	3364368/77042236
Backyard Buildings and More	U.S.	Backyard Storage Solutions, LLC	76408828/2711126
YardLine	U.S.	Backyard Storage Solutions, LLC	77042722/3510518
YardLine GREAT IDEAS MADE SIMPLE	U.S.	Backyard Storage Solutions, LLC	77042263/3510517
Shedmaster	U.S.	Backyard Storage Solutions, LLC	77623244/3733394
Shedmaster	U.S.	Backyard Storage Solutions, LLC	77623131/3733393
Colony Bay	U.S.	Backyard Products, LLC	4022724/85241830
Heartland Play Systems	U.S.	Backyard Play Systems, LLC	3828704/77295917
Play USA	U.S.	Backyard Play Systems, LLC	85550032
Kid's Creations	U.S.	Backyard Kids, LLC	2929477/76544792
Backyard Play Systems	U.S.	Backyard Play Systems, LLC	77042802
Yardline Play Systems	U.S.	Backyard Storage Solutions, LLC	3419163/77042808
Backyard Storage Solutions	U.S.	Backyard Storage Solutions, LLC	77042764
Captain's Loft	U.S.	Backyard Storage Solutions, LLC	77062721
Backyard Kids	U.S.	Backyard Kids, LLC	4336013/85550033
Power Fortress	U.S.	Backyard Play Systems, LLC	3766739/77795763
Ultra Fortress	U.S.	Backyard Play Systems, LLC	3766738/77795739
Adventure Fortress	U.S.	Backyard Play Systems, LLC	3766735/77795692

Freedom Fortress	U.S.	Backyard Play Systems, LLC	3588413/77331722
Super Fortress	U.S.	Backyard Play Systems, LLC	3588410/77331394
Scout	U.S.	Backyard Swing-N-Slide Play Systems, LLC	85/716062 (Pending)
Build and Play in One Day!	U.S.	Backyard Swing-N-Slide Play Systems, LLC	3231526/78736923
Discovery Mountain	U.S.	Backyard Swing-N-Slide Play Systems, LLC	2209296/75440200
No-Cut	U.S.	Backyard Swing-N-Slide Play Systems, LLC	3411143/77190495
Swing-N-Slide	U.S.	Backyard Swing-N-Slide Play Systems, LLC	1780415/74269926
Tuff Kids	U.S.	Backyard Swing-N-Slide Play Systems, LLC	2501514/75904371
Turbo Tube Slide	U.S.	Backyard Swing-N-Slide Play Systems, LLC	1905747/74366650
Swing-N-Slide	Mexico	Backyard Swing-N-Slide Play Systems, LLC	4901518