

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PARENT INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PLAYPOWER, INC.		01/30/2014	CORPORATION:
PLAYPOWER HOLDINGS, INC.		01/30/2014	CORPORATION:
E-Z-DOCK, INC.		01/30/2014	CORPORATION:
KID PLAY, INC.		01/30/2014	CORPORATION:
MIRACLE RECREATION EQUIPMENT COMPANY		01/30/2014	COMPANY:
PLAYPOWER LT FARMINGTON, INC.		01/30/2014	CORPORATION:
SHADE STRUCTURES, INC.		01/30/2014	CORPORATION:
SOFT PLAY, L.L.C.		01/30/2014	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	GUGGENHEIM CORPORATE FUNDING, LLC
Street Address:	135 EAST 57TH STREET, 7TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2852612	
Registration Number:	3089529	SUN PORTS
Registration Number:	3144258	
Registration Number:	3873739	VPS
Registration Number:	3880233	SHADE STRUCTURES
Registration Number:	3886608	SUN PORTS

CH \$240.00 2852612

Registration Number:	3902135	UV MAN
Registration Number:	3908311	USA SHADE & FABRIC STRUCTURES, INC.
Registration Number:	3958047	SHADE CONCEPTS

CORRESPONDENCE DATA

Fax Number: 2123108007
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2123108000
 Email: BRIAN.LEE@WEIL.COM
 Correspondent Name: TOMASZ KULAWIK
 Address Line 1: WEIL, GOTSHAL & MANGES LLP
 Address Line 2: 767 FIFTH AVENUE
 Address Line 4: NEW YORK, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	51014.0069/T. KULAWIK/BL
NAME OF SUBMITTER:	TOMASZ KULAWIK
Signature:	/TOMASZ KULAWIK/
Date:	02/03/2014

Total Attachments: 15

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**FIRST LIEN PARENT INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT**

THIS FIRST LIEN PARENT INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (the “First Lien IP Security Agreement”), dated as of January 30, 2014, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of GUGGENHEIM CORPORATE FUNDING, LLC, in its capacity as a collateral agent pursuant to the First Lien Term Loan Agreement, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the “First Lien Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Term Loan Agreement, dated as of November 15, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Term Loan Agreement”), by and among PlayPower, Inc., a Delaware corporation (the “Parent Borrower”), Playpower Finance LLC, a Delaware limited liability company (the “Finco Borrower”), the Guarantors referred to therein, the lenders party thereto from time to time (the “Lenders”), the other parties thereto and the First Lien Collateral Agent; the Lenders have severally agreed to make extensions of credit to the Parent Borrower and the Finco Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to Sections 3 and 8(b)(iii) of that certain First Lien Parent Security Agreement, dated as of November 15, 2013, by and among the Parent Borrower and the other Grantors signatory thereto, in favor of the First Lien Collateral Agent for the benefit of the First Lien Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Security Agreement”), each of the Parent Borrower and the other Grantors has: (1) granted a security interest in the Additional Collateral (as defined below) and (2) agreed to take such further actions as the First Lien Collateral Agent may reasonably request for the purpose of obtaining or preserving the full benefits of the First Lien Security Agreement; and

WHEREAS, pursuant to the First Lien Security Agreement, the Grantors are required to execute and deliver this First 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 First 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 First 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 First Lien Collateral Agent, for the benefit of the First Lien Secured Parties, a first 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;
- (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 First Lien IP Security Agreement is granted in conjunction with the security interest granted to the First Lien Collateral Agent pursuant to the First Lien Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the First 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 First 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 and the provisions of the Security Agreement, the terms of the Security Agreement shall prevail.

Section 4. Supplement to Security Agreement. Annex VI to the First Lien Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule 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 First Lien IP Security Agreement 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 First Lien IP Security Agreement by facsimile or other electronic method of transmission shall be as effective as a delivery of a manually executed counterpart of this First 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 First Lien IP Security Agreement or any of the other Credit Documents, or for recognition and enforcement of any judgment in respect thereof, to the exclusive 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 First Lien Term Loan Agreement or at such other address of which the First 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 6 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 First Lien Term Loan Agreement or the other Credit Documents, survive the termination thereof), the First 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 First Lien IP Security Agreement.

Section 9. Authorization. The parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States and the Commissioner of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this First 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 Pruss
Title: Chief Financial Officer

PLAYPOWER HOLDINGS, INC., as Grantor

By: 
Name: Michael Pruss
Title: Chief Financial Officer

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

By: 
Name: Michael Pruss
Title: Chief Financial Officer

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

By: PlayPower, Inc., its sole member

By: 
Name: Michael Pruss
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GUGGENHEIM CORPORATE FUNDING, LLC,
as First Lien Collateral Agent

By: WRH
Name:
Title: William Hagner
Senior Managing Director

SCHEDULE 1

I. Patents

Grantor	Patent Title	Country	Patent No.	Applic. No.	Filing Date	Issue Date
Shade Structures, Inc.	Shade Structure and Methodolgy Having Swiveling Perimeter Beam	USA	6,286,268 B1	N/A	N/A	9/11/2001
Shade Structures, Inc.	Shade Structure	USA	D530,828 S	N/A	N/A	10/24/2006
Shade Structures, Inc.	Shade Structure	USA	D530,023 S	N/A	N/A	10/10/2006
Shade Structures, Inc.	Shade Structure	USA	D530,434 S	N/A	N/A	10/17/2006
Shade Structures, Inc.	Shade Structure	USA	D530,022 S	N/A	N/A	10/10/2006
Shade Structures, Inc.	Shade Structure	USA	D530,829 S	N/A	N/A	10/24/2006
Shade Structures, Inc.	Shade Structure	USA	D530,433 S	N/A	N/A	10/17/2006
Shade Structures, Inc.	Shade Structure	USA	D530,827 S	N/A	N/A	10/24/2006

SCHEDULE 2

II. Domain Names and Trademarks

A. Domain Names

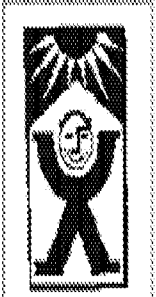
Domain Name	Registrant
arizonashadestructures.com	Shade Structures, Inc.
arizonashadestructures.net	Shade Structures, Inc.
budgetshade.com	Shade Structures, Inc.
budgetshade.net	Shade Structures, Inc.
budgetshades.net	Shade Structures, Inc.
californiashadestructures.com	Shade Structures, Inc.
californiashadestructures.net	Shade Structures, Inc.
cheapshade.net	Shade Structures, Inc.
custom-canopies.net	Shade Structures, Inc.
discountshade.net	Shade Structures, Inc.
floridashadestructures.net	Shade Structures, Inc.
shade-america.com	Shade Structures, Inc.
shade-construction.com	Shade Structures, Inc.
shadeamerica.net	Shade Structures, Inc.
shadeconcepts.com	Shade Structures, Inc.
shadeconstrution.com	Shade Structures, Inc.
shademanufacturing.com	Shade Structures, Inc.
shademanufacturing.net	Shade Structures, Inc.
shadestructures.net	Shade Structures, Inc.
shadezones.net	Shade Structures, Inc.


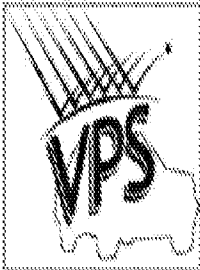

sunports.com	Shade Structures, Inc.
sunportsaz.com	Shade Structures, Inc.
sunportsnv.com	Shade Structures, Inc.
usa-shade.com	Shade Structures, Inc.
usa-shade.net	Shade Structures, Inc.
usashade.com	Shade Structures, Inc.
usashade.net	Shade Structures, Inc.
usashadeandfabric.com	Shade Structures, Inc.
usashadeandfabricstructures.com	Shade Structures, Inc.
vehicleprotectionstructures.com	Shade Structures, Inc.
vehicleprotectionstructures.net	Shade Structures, Inc.
vehicleprotectionstructures.org	Shade Structures, Inc.
vpslp.com	Shade Structures, Inc.
vpslp.net	Shade Structures, Inc.
hailcanopies.com	Shade Structures, Inc.
hailcanopies.net	Shade Structures, Inc.
hailcovers.net	Shade Structures, Inc.
hailnets.com	Shade Structures, Inc.
hailnets.net	Shade Structures, Inc.
hailprotection.net	Shade Structures, Inc.
hailtent.com	Shade Structures, Inc.
hailtent.net	Shade Structures, Inc.
hailtents.com	Shade Structures, Inc.
hailtents.net	Shade Structures, Inc.
nevadashadestructures.net	Shade Structures, Inc.

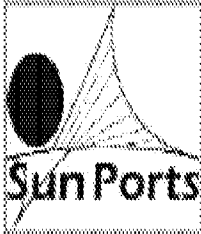



oklahomashadestructures.com	Shade Structures, Inc.
oklahomashadestructures.net	Shade Structures, Inc.

B. Trademarks

Grantor Domain Name/Mark Country Mark Reg. No. Applic. No. Filing Date Issue Date

Grantor	Mark	Country	Mark	Registration No.	Application Number	Filing Date	Issue Date
Shade Structures, Inc.	UV Man	USA		2852612	N/A	Oct. 03, 2002	Jun. 15, 2004

Grantor	Mark	Country	Mark	Registration No	Application Number	Filing Date	Issue Date
Shade Structures, Inc.	Sun Ports	USA	SUN PORTS	3089529	N/A	Aug. 26, 2004	May 09, 2006
Shade Structures, Inc.	UV Man	USA		3144258	N/A	Sept. 15, 2004	Sept. 19, 2006
Shade Structures, Inc.	VPS	USA		3873739	N/A	July 19, 2007	Nov. 09, 2010
Shade Structures, Inc.	Shade Structures	USA		3880233	N/A	July 19, 2007	Nov. 23, 2010

Grantor	Mark	Country	Mark	Registration No	Application Number	Filing Date	Issue Date
Shade Structures, Inc.	Sun Ports	USA		3886608	N/A	July 19, 2007	Dec. 7, 2010
Shade Structures, Inc.	UV Man	USA		3902135	N/A	Sept. 15, 2004	Jan. 04, 2011
Shade Structures, Inc.	USA Shade & Fabric Structures, Inc.	USA		3908311	N/A	July 19, 2007	Jan. 18, 2011
Shade Structures, Inc.	Shade Concepts	USA		3958047	N/A	July 19, 2007	May 10, 2011

Common Law Trademarks, Names and Designs:

Common Law Trademarks, Names and Designs



SUN PORTS & Design

Sun Ports International, Inc.

SUN PORTS INTERNATIONAL & Design

SUPER STRUCTURE

SUPERSPAN

TELEBRELLA



UV Man Costume



UV Protection Design

UV SCREEN PROTECTOR

SCHEDULE 3

III. Copyrights

<u>Grantor</u>	<u>Title of Work</u>	<u>Country</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
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None.

IV. Exclusive Copyright Licenses

<u>Grantor</u>	<u>Agreements</u>
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None.