

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299609

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLAYCORE IP SUB INC.		11/08/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Backyard Swing-N-Slide Play Systems, LLC		
Street Address:	1000 Ternes Drive		
City:	Monroe		
State/Country:	MICHIGAN		
Postal Code:	48162		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
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:	3036073600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-607-3500		
Email:	joshua.smith@faegrebd.com		
Correspondent Name:	Joshua A. Smith, Senior Paralegal		
Address Line 1:	1700 Lincoln Street		
Address Line 2:	3200 Wells Fargo Center		
Address Line 4:	Denver, COLORADO 80203-4532		
NAME OF SUBMITTER:	Joshua A. Smith		
SIGNATURE:	/Joshua A. Smith/		
DATE SIGNED:	03/28/2014		

OP \$190.00 85716062

Total Attachments: 6

source=PlayCore IP Sub - Assignment#page1.tif

source=PlayCore IP Sub - Assignment#page2.tif

source=PlayCore IP Sub - Assignment#page3.tif

source=PlayCore IP Sub - Assignment#page4.tif

source=PlayCore IP Sub - Assignment#page5.tif

source=PlayCore IP Sub - Assignment#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of November 8, 2013, is made by PlayCore Wisconsin, Inc., a Wisconsin corporation ("PlayCore"), PlayCore Holdings, Inc., a Delaware corporation ("PlayCore Holdings"), PlayCore IP Sub, Inc., a Delaware corporation ("IP Sub"), and together with PlayCore and PlayCore Holdings, "Seller", in favor of Backyard Swing-N-Slide Play Systems, LLC, a Delaware limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and PlayCore, dated as of the date hereof (the "Asset Purchase Agreement"). Defined terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all patents issuing therefrom including all divisionals, continuations, continuations-in-part, reissues, extensions, and reexaminations thereof (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(c) all of Seller's copyrights used in the Division (the "Copyrights");

(d) the Intellectual Property Assets;

(e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, that Seller could bring against any third party, whether accruing before, on and/or after the date hereof, including, without limitation, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

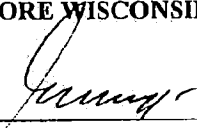
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

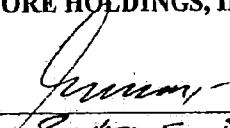
[Signature Page Follows]

IN WITNESS WHEREOF, each of PlayCore, PlayCore Holdings and IP Sub has duly executed and delivered this IP Assignment as of the date first above written.

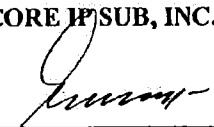
PLAYCORE WISCONSIN, INC.

By: 
Name: Richard E. Ruckert
Title: CEO
Address for Notices:

PLAYCORE HOLDINGS, INC.

By: 
Name: Richard E. Ruckert
Title: CEO
Address for Notices:

PLAYCORE IP SUB, INC.

By: 
Name: Richard E. Ruckert
Title: CEO
Address for Notices:

SCHEDULE 1**ASSIGNED PATENTS AND PATENT APPLICATIONS**

REGISTRATION NUMBER	COUNTRY OF REGISTRATION	ISSUE DATE OR PUBLICATION DATE	TITLE
6,193,633	U.S.	2/27/2001	PLAY STRUCTURE CLIMBING WALL
8,225,575	U.S.	7/24/2012	BRACKETS AND BRACKET SYSTEM FOR ASSEMBLING PLAYGROUND EQUIPMENT
7,827,757	U.S.	11/9/2010	BRACKETS AND BRACKET SYSTEM FOR ASSEMBLING PLAYGROUND EQUIPMENT
7,712,283	U.S.	5/11/2010	BRACKETS AND BRACKET SYSTEM FOR ASSEMBLING PLAYGROUND EQUIPMENT
6,419,610	U.S.	7/16/2002	CLIMBING WALL

REGISTRATION NUMBER	COUNTRY OF REGISTRATION	ISSUE DATE OR PUBLICATION DATE	TITLE
8,540,201	U.S.	9/24/2013	BRACKETS AND BRACKET SYSTEM FOR ASSEMBLING PLAYGROUND EQUIPMENT
20100205893 (APP. NO. 12/750,178)	U.S.	8/19/2010	BRACKETS AND BRACKET KIT FOR ASSEMBLING PLAYGROUND EQUIPMENT
CA2799522	CANADA	PENDING	BRACKETS AND BRACKET SYSTEM FOR ASSEMBLING PLAYGROUND EQUIPMENT
CA2799251	CANADA	10/22/2013	BRACKETS AND BRACKET SYSTEM FOR ASSEMBLING PLAYGROUND EQUIPMENT
CA2531402	CANADA	4/9/2013	BRACKETS AND BRACKET SYSTEM FOR ASSEMBLING PLAYGROUND EQUIPMENT

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

MARK	APP. NO. / REG. NO
SCOUT	85/716062
BUILD AND PLAY IN ONE DAY!	3231526
DISCOVERY MOUNTAIN	2209296
NO-CUT	3411143
SWING-N-SLIDE	1780415
TUFF KIDS	2501514
TURBO TUBE SLIDE	1905747
SWING-N-SLIDE	490518 (Mexico)