

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Everlast Climbing Industries, Inc.		05/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Governor and Company of the Bank of Ireland		
Street Address:	Head Office, Lower Baggot Street		
City:	Dublin 2		
State/Country:	IRELAND		
Entity Type:	LIMITED LIABILITY COMPANY: IRELAND		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	3317797	CLIMBCO	
Registration Number:	2891649	COLORADO BLOCK BY PARAGON	
Registration Number:	2124672	COLORADO TIME SYSTEMS	
Registration Number:	1047165	COLORADO TIME SYSTEMS	
Registration Number:	4241116	CRYSTAL CLEAR	
Registration Number:	3733530	DERO BIKE RACKS	
Registration Number:	3822887	DERO ZAP	
Registration Number:	3593870		
Registration Number:	3601096		
Registration Number:	3911420		
Registration Number:	2028306		
Registration Number:	4214646	EVERACTIVE	
Registration Number:	4378546	FIXIT	
Registration Number:	1707790	FREEDOM-LIFT	
Registration Number:	4349871	HIJINX	
Registration Number:	4217586	KERSPLASH	
Registration Number:	3317798	MAGNA	
Registration Number:	3510275	MAT LOCKING	
Registration Number:	3709513	MATE	
Registration Number:	4131659	NATUREROCKS	
TRADEMARK			

CH \$815.00 3317797

Property Type	Number	Word Mark
Registration Number:	3324281	RED-RELIEF LINE
Serial Number:	86196337	SOLARIAN
Registration Number:	3955571	SPECTRA-SHIELD
Registration Number:	3948108	SPECTRUM
Registration Number:	2608879	SPECTRUM AQUATICS
Registration Number:	1742752	SPECTRUM POOL PRODUCTS
Registration Number:	4166927	STARTFIT
Registration Number:	1662209	SWIM-LIFT
Registration Number:	1682965	THERMAL KING
Registration Number:	3344029	TRAVERSE WALL
Registration Number:	4134750	WEEKIDZ
Serial Number:	86230933	XCELLERATOR

CORRESPONDENCE DATA

Fax Number: 2026638007

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

Phone: 2026638000

Email: dctm@pillsburylaw.com

Correspondent Name: Patrick J. Jennings

Address Line 1: 2300 N Street, N.W.

Address Line 4: Washington, D.C. 20037

ATTORNEY DOCKET NUMBER: 069784-0000114

NAME OF SUBMITTER: Patrick J. Jennings

SIGNATURE: /Pat Jennings/

DATE SIGNED: 05/31/2014

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of May 30, 2014 is made by EVERLAST CLIMBING INDUSTRIES, INC., a Delaware corporation (the “Grantor”) in favor of THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND (“Bank of Ireland”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, RECESS MERGER SUB, INC., a Delaware corporation (the “Initial Borrower”), PLAYCORE WISCONSIN, INC., a Wisconsin corporation, PLAYCORE HOLDINGS, INC., a Delaware corporation, PCH HOLDINGS, INC., a Delaware corporation, Bank of Ireland, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of May 30, 2014 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

- a. the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto;
- b. the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a

Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); and

- c. the registered Copyrights (as defined in the Security Agreement) in the United States Copyright Office set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The Grantor authorizes and requests that each of the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

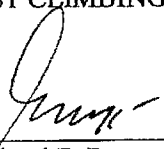
SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

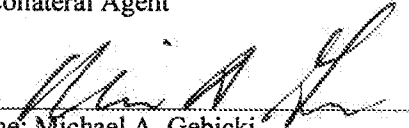
EVERLAST CLIMBING INDUSTRIES, INC.,
as Grantor

By: 
Name: Richard E. Ruegger
Title: Chief Financial Officer

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 005292 FRAME: 0937

THE GOVERNOR AND COMPANY OF THE BANK
OF IRELAND,
as Collateral Agent

By: 
Name: Michael A. Gebicki
Title: Managing Director

By: 
Name: Mark McNally
Title: Director

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 005292 FRAME: 0938

SCHEDULE A


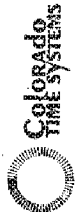

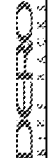
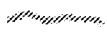


[Attached]



Everlast Climbing Industries Patent Schedule

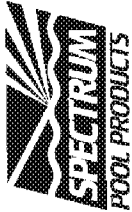
Jurisdiction	Title	App. No. (App. Date)	Patent No. (Issue Date)	Record Owner	Status
United States	Articulatable elevated bicycle rack	12/706,276 (16-Feb-2010)		Derovations Corporation	Pending
United States	Bicycle rack	29/307,220 (07-Apr-2008)	D583716 (30-Dec-2008)	Everlast Climbing Industries, Inc.	Granted
United States	Bicycle service rack	29/414,067 (24-Feb-2012)	D680914 (30-Apr-2013)	Everlast Climbing Industries, Inc.	Granted
United States	Climbing wall assembly	10/236,728 (06-Sep-2002)	7056266 (06-Jun-2006)	Everlast Climbing Industries, Inc.	Granted
United States	Climbing wall assembly	11/230,353 (19-Sep-2005)	7419457 (02-Sep-2008)	Everlast Climbing Industries, Inc.	Granted
United States	Climbing wall assembly	11/247,497 (10-Oct-2005)	7520837 (21-Apr-2009)	Everlast Climbing Industries, Inc.	Granted
United States	Climbing wall assembly	11/280,899 (16-Nov-2005)	7563202 (21-Jul-2009)	Everlast Climbing Industries, Inc.	Granted
United States	Climbing wall assembly	11/391,785 (28-Mar-2006)	7611444 (03-Nov-2009)	Everlast Climbing Industries, Inc.	Granted
United States	Climbing wall assembly	12/460285 (16-Jul-2009)	8038581 (18-Oct-2011)	Everlast Climbing Industries, Inc.	Granted
United States	Climbing wall route setting assembly and process	11/280,900 (16-Nov-2005)	7520838 (21-Apr-2009)	Everlast Climbing Industries, Inc.	Granted
United States	Climbing walls	13/839,688 (15-Mar-2013)		Everlast Climbing Industries, Inc.	Pending
United States	Compression anchor	10/782,515 (11-Feb-2004)	7437857 (21-Oct-2008)	Everlast Climbing Industries, Inc.	Granted
United States	Fitness system for climbing walls	12/221,381 (01-Aug-2008)	7780576 (24-Aug-2010)	Everlast Climbing Industries, Inc.	Granted
United States	Heart rate monitors and displays for climbing walls	11/286,458 (23-Nov-2005)	7381154 (03-Jun-2008)	Everlast Climbing Industries, Inc.	Granted
United States	Meter hitch	29/351,902 (14-Dec-2009)	D620845 (03-Aug-2010)	Everlast Climbing Industries, Inc.	Granted
United States	Method and device for continuous casting of metals	11/230,535 (21-Apr-2005)	7237597 (03-Jul-2007)	Leonid Beitelman	Granted
United States	Portable lifeguard chair	10/778,489 (13-Feb-2004)	7048091 (23-May-2006)	Everlast Climbing Industries, Inc.	Granted
United States	Safety mat securement assembly	11/061,583 (18-Feb-2005)	7862480 (04-Jan-2011)	Everlast Climbing Industries, Inc.	Granted

Jurisdiction	Title	App. No. (App. Date)	Patent No. (Issue Date)	Record Owner	Status
United States	Safety mat securement assembly	11/705,296 (12-Feb-2007)	7819778 (26-Oct-2010)	Everlast Climbing Industries, Inc.	Granted
United States	Safety mat securement assembly	12/930,138 (29-Dec-2010)	8282534 (09-Oct-2012)	Everlast Climbing Industries, Inc.	Granted
United States	Slip Resistant Texture for Wet Skin Contact Surfaces	08/374,479 (17-Jan-1995)	5702799 (30-Dec-1997)	Everlast Climbing Industries, Inc.	Granted
United States	Starting platform and anchor system	10/685,888 (15-Oct-2003)	7058994 (13-Jun-2006)	Everlast Climbing Industries, Inc.	Granted
United States	Swimmer's Starting Block	26/162,311 (13-Jun-2002)	D471945 (18-Mar-2003)	Everlast Climbing Industries, Inc.	Granted
United States	Swimming pool lift	09/337,781 (22-Jun-1999)	6170612 (09-Jan-2001)	Everlast Climbing Industries, Inc.	Granted
United States	Swimming pool lift	09/691,281 (18-Oct-2000)	6378659 (30-Apr-2002)	Everlast Climbing Industries, Inc.	Granted
United States	Swimming pool lift & transfer bar	11/172,131 (29-Jun-2005)	7310833 (25-Dec-2007)	Everlast Climbing Industries, Inc.	Granted
United States	System for tracking bicycle commuter activity	12/766,521 (23-Apr-2010)		Derovations Corporation	Pending
United States	Tamper sensitive RFID tag	12/652,122 (05-Jan-2010)	8282011 (09-Oct-2012)	Everlast Climbing Industries, Inc.	Granted
United States	Tamper sensitive RFID tag	13/633,296 (02-Oct-2012)		Everlast Climbing Industries, Inc.	Published
United States	Track State Block for Swimming	13/275,479 (18-Oct-2011)	8696525 (15-Apr-2014)	Colorado Time Systems	Granted
United States	Swimming Pool Deckplate for Horizontal Surface integrated slopes around electrical contacts	13/225,654 (06-Sep-2011)	8602815 (10-Dec-2013)	Everlast Climbing Industries, Inc. /DBA/ Colorado Times System	Granted
United States	Swimming Pool Deckplate for Horizontal Surface integrated slopes around electrical contacts	14/053,326 (14-Oct-2013)		Everlast Climbing Industries, Inc. /DBA/ Colorado Times System	Allowed

Everlast Climbing Industries Trademark Schedule

Jurisdiction	Trademark	App No. (App. Date)	Reg. No. (Reg. Date)	Owner	Status
U.S. Federal	CLIMBCO	78/891,337 (24-May-2006)	3317797 (23-Oct-2007)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal		76/431,171 (16-Jul-2002)	2891649 (05-Oct-2004)	Pentair Water Pool and Spa, Inc./Colorado Time Systems, LLC	Registered
U.S. Federal	COLORADO TIME SYSTEMS	74/691,531 (21-Jun-1995)	2124672 (30-Dec-1997)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal		73/065,128 (06-Oct-1975)	1047165 (31-Aug-1976)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	CRYSTAL CLEAR 	85/553,626 (27-Feb-2012)	4241116 (13-Nov-2012)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal		77/664,022 (05-Feb-2009)	3733530 (05-Jan-2010)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	DERO ZAP	77/720,840 (23-Apr-2009)	3822887 (20-Jul-2010)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal		77/369,891 (11-Jan-2008)	3593870 (24-Mar-2009)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal		77/369,877 (11-Jan-2008)	3601096 (07-Apr-2009)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal		77/318,900 (01-Nov-2007)	3911420 (25-Jan-2011)	Everlast Climbing Industries, Inc.	Registered

Jurisdiction	Trademark	App No. (App. Date)	Reg. No. (Reg. Date)	Owner	Status
U.S. Federal		74/691,532 (21-Jun-1995)	2028306 (07-Jan-1997)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	EVERACTIVE	85/208,057 (30-Dec-2010)	4214646 (25-Sep-2012)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	FIXIT	85/622,812 (11-May-2012)	4378546 (06-Aug-2013)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	FREEDOM-LIFT	74/202,587 (12-Sep-1991)	1707790 (18-Aug-1992)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	HIJINX	85/754,904 (16-Oct-2012)	4349871 (11-Jun-2013)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	KERSPLASH	85/553,622 (27-Feb-2012)	4217586 (02-Oct-2012)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	MAGNA	78/891,339 (24-May-2006)	3317798 (23-Oct-2007)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	MAT LOCKING	77/371,199 (14-Jan-2008)	3510275 (30-Sep-2008)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal		77/404,559 (23-Feb-2008)	3709513 (10-Nov-2009)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	NATUREROCKS	85/404,872 (23-Aug-2011)	4131659 (24-Apr-2012)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	RED-RELIEF LINE	78/891,360 (24-May-2006)	3324281 (30-Oct-2007)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	SOLARIAN	86/196,337 (18-Feb-2014)		Everlast Climbing Industries, Inc.	Pending
U.S. Federal	SPECTRA SHIELD	77/900,319 (23-Dec-2009)	3955571 (03-May-2011)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	SPECTRUM	77/318,824 (01-Nov-2007)	3948108 (19-Apr-2011)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	SPECTRUM AQUATICS	76/138,943 (02-Oct-2000)	2608879 (20-Aug-2002)	Everlast Climbing Industries, Inc.	Registered

Jurisdiction	Trademark	App No. (App. Date)	Reg. No. (Reg. Date)	Owner	Status
U.S. Federal		74/176,059 (14-Jun-1991)	1742752 (29-Dec-1992)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	STARTFIT	85/404,869 (23-Aug-2011)	4166927 (03-Jul-2012)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	SWIM-LIFT	74/123,268 (14-Dec-1990)	1662209 (29-Oct-1991)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	THERMAL KING	74/157,070 (15-Apr-1991)	1682965 (14-Apr-1992)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	TRAVERSE WALL	78/891,347 (24-May-2006)	3344029 (27-Nov-2007)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	WEEKIDZ	85/404,866 (23-Aug-2011)	4134750 (01-May-2012)	Everlast Climbing Industries, Inc.	Registered
U.S. Federal	XCELLERATOR	86/230,933 (25-Mar-2014)		Everlast Climbing Industries, Inc.	Pending

Everlast Climbing Industries U.S. Copyright Schedule

Copyright	Owner	Reg. No.	Reg. Date	Status
Choose Well, Be Well.	Everlast Climbing Industries, Inc.	TX 6-971-073	08-Jan-2008	Registered
Climb Across America.	Everlast Climbing Industries, Inc.	TX 7-083-912	25-Jan-2008	Registered
Climbing for Character.	Everlast Climbing Industries, Inc.	TX 7-146-833	30-Mar-2008	Registered
Climbing the Walls, An Activity and Resource Guide for Traverse Wall Facilitators.	Everlast Climbing Industries, Inc.	TX 6-839-223	30-Aug-2007	Registered
Dero Brochure.	Everlast Climbing Industries, Inc. d/b/a Dero.	TX 7-745-661	12-Jul-2013	Registered
Dero Catalog.	Everlast Climbing Industries, Inc. d/b/a Dero.	TX 7-745-656	12-Jul-2013	Registered
Do-It-Yourself Climbing Wall Kit: Resource Notebook.	Everlast Climbing Industries, Inc.	TX 7-024-481	10-Apr-2008	Registered
Everlast climbing industries, Inc. 2006 catalog.	Everlast Climbing Industries, Inc.	TX 6-578-372	16-May-2007	Registered
Everlast Climbing Industries, Inc. 2007 Catalog.	Everlast Climbing Industries, Inc.	TX 6-943-512	07-Jan-2008	Registered
FitWALL A Resistance Tubing Fitness System	Everlast Climbing Industries, Inc.	TX 7-111-041	08-Apr-2008	Registered