

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306628

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Backyard Leisure Holdings, Inc.		06/04/2014	CORPORATION: DELAWARE
Home Brands, Inc.		06/04/2014	CORPORATION: DELAWARE
Installations, Inc.		06/04/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank		
<b>Street Address:</b>	500 First Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86191389	GO CONFIGURE	
<b>Serial Number:</b>	86191405	PUTTING IT ALL TOGETHER FOR YOU	
<b>Serial Number:</b>	86191424		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<i>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.</i>			
<b>Phone:</b>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-13029		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	06/04/2014		

OP \$90.00 86191389

**Total Attachments: 5**

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## FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This First Amendment to Patent and Trademark Security Agreement (this "Amendment") is made as of this 4<sup>th</sup> day of June, 2014, by and among the Grantors listed on the signature pages hereof (collectively, the "Grantors" and each a "Grantor"), and PNC BANK, NATIONAL ASSOCIATION in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WHEREAS, pursuant to that certain Patent and Trademark Security Agreement dated as of June 14, 2013 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Agreement") by Backyard Leisure Holdings, Inc. and Home Brands, Inc. (collectively, "Borrowers") in favor of Agent, each Borrower has, among other things, granted to Agent a security interest in and lien on the Patents and Trademarks;

WHEREAS, Borrowers wish to join Installations, Inc. ("Installations") as a party to the Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement, if Grantors shall have obtained rights to any new Patents or Trademarks, Grantors shall execute an amendment to the Agreement with respect thereto.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Agreement.
2. AMENDMENT. Exhibit A to the Agreement is hereby amended by adding thereto the patent and trademark applications listed on Schedule A hereto, which shall hereafter be part of the Patents and Trademarks and subject to Agent's security interest and lien.
3. JOINDER. Installations hereby becomes party to the Agreement as a grantor and hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in and Lien on the Patents and Trademarks, with power of sale to the extent permitted by law. Installations hereby agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Patents and Trademarks except as permitted by the Loan Agreement without prior written consent of Agent. Installations represents and warrants to Agent that Schedule A hereto accurately lists all registered Patents and Trademarks owned by Installations as of the date hereof.
4. AFFIRMATION OF EXISTING REPRESENTATIONS, WARRANTIES AND COVENANTS. Each of Backyard Leisure Holdings, Inc. and Home Brands, Inc. hereby ratifies and affirms its obligations under the Agreement and confirms that the representations and warranties made by it pursuant to the Agreement are true, correct and complete in all respects.

5. SUPPLEMENT, NO NOVATION. This Amendment is a supplement to the Agreement and not a novation thereof. Except as expressly set forth in this Amendment, the terms of the Agreement shall continue in full force and effect without modification thereto.

*[signature pages follow]*

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

GRANTORS:

BACKYARD LEISURE HOLDINGS, INC.  
HOME BRANDS, INC.  
INSTALLATIONS, INC.

By:   
Name: Donald J. Hotz  
Title: Chief Financial Officer

AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: 

Name: Emmet Wong


Title: Vice President

SCHEDULE A

Patents

<u>Owner</u>	<u>Patent</u>	<u>Patent or Patent Application Number</u>	<u>Country of Registration</u>
Backyard Leisure Holdings, Inc.	QUICK ASSEMBLY CHILDREN'S PLAYHOUSE, PLAYSET, AND THE LIKE	14/260057	USA

Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Serial or Registration Number</u>	<u>Country of Registration</u>
Installations, Inc.	GO CONFIGURE	86/191389	USA
Installations, Inc.	PUTTING IT ALL TOGETHER FOR YOU	86/191405	USA
Installations, Inc.		86/191424	USA