

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BCI Burke Company, LLC		12/29/2014	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 S. Wacker Dr., Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4573644	ROCKVENTURE	
Registration Number:	4230876	ROCKIT	
Registration Number:	4032807	VIPER	
Registration Number:	4071502	VOLTAGE	
Registration Number:	3084946	FUNDS FOR FUN	
Registration Number:	3028664	NATURE PLAY	
Registration Number:	3103203	CIRCUIT PLAY	
Registration Number:	3111290	NATURE PLAY ADVENTURE SERIES	
Registration Number:	3839123	EZKONNECT	
Registration Number:	3773324	KOREKONNECT	
Registration Number:	3804501	REINVENTING PLAY	
Registration Number:	3765295	NUCLEUS	
Registration Number:	3710283	BURKE TURF	
Registration Number:	3677779	BURKE BUILT	
Registration Number:	3684371	GENERATIONS WARRANTY	
Registration Number:	3450656	INTENSITY	
Registration Number:	2886003	LITTLE BUDDIES	
Registration Number:	2914286	BURKE PREMIER PLAY ENVIRONMENTS	
Registration Number:	2898897	FUNNEL BALL	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2245711	BURKE
Registration Number:	2081883	GENESIS
Registration Number:	1900779	BCI BURKE
Registration Number:	2086172	KID KOASTER

CORRESPONDENCE DATA

Fax Number: 3128637865
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: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.321
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	12/29/2014

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2014, by BCI BURKE COMPANY, LLC, a Wisconsin limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor as a borrower, BCI Burke Holding Corp., a Delaware corporation, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any 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.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]


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

BCI BURKE COMPANY, LLC, a Wisconsin limited liability company

By: 
By: Michael Phelan
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent




By: 
Name: Michael Nativi
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

[See attached.]

Trademark Status Report for BCI Burke Co., LLC

MARK	APP. NO.	FILE DATE	REG. NO.	REG. DATE	OWNER	ACTIVE SECURITY INTERESTS	STATUS	NEXT ACTION	DUE DATE
ROCKVENTURE	86/039,856	16-Aug-2013	4,573,644	22-Jul-2014	BCI Burke Company, LLC	None	Registered	Affidavit of Use	7/22/2019 - 7/22/2020
ROCKIT	85/348,762	17-Jun-2011	4,230,876	23-Oct-2012	BCI Burke Company, LLC	None	Registered	Affidavit of Use	10/23/2017 - 10/23/2018
VIPER	85/212,720	7-Jan-2011	4,032,807	27-Sep-2011	BCI Burke Company, LLC	None	Registered	Affidavit of Use	9/27/2016 - 9/27/2017
VOLTAGE	85/111,344	19-Aug-2010	4,071,502	13-Dec-2011	BCI Burke Company, LLC	None	Registered	Affidavit of Use	12/13/2016 - 12/13/2017
FUNDS FOR FUN	78/578,058	2-Mar-2005	3,084,946	25-Apr-2006	BCI Burke Company, LLC	None	Registered	Renewal	4/25/2016
NATURE PLAY	78/513,153	8-Nov-2004	3,028,664	13-Dec-2005	BCI Burke Company, LLC	None	Registered	Renewal	12/13/2015
CIRCUIT PLAY	78/513,149	8-Nov-2004	3,103,203	13-Jun-2006	BCI Burke Company, LLC	None	Registered	Renewal	6/13/2016
	78/513,146	8-Nov-2004	3,111,290	4-Jul-2006	BCI Burke Company, LLC	None	Registered	Renewal	7/4/2016
									
EKCONNECT	77/809,894	21-Aug-2009	3,839,123	24-Aug-2010	BCI Burke Company, LLC	None	Registered	Affidavit of Use	8/24/2015 - 8/24/2016
KORECONNECT	77/724,901	29-Apr-2009	3,773,324	6-Apr-2010	BCI Burke Company, LLC	None	Registered	Affidavit of Use	4/6/2015 - 4/6/2016
REINVENTING PLAY	77/724,895	29-Apr-2009	3,804,501	15-Jun-2010	BCI Burke Company, LLC	None	Registered	Affidavit of Use	6/15/2015 - 6/15/2016
NICELEUS	77/724,851	29-Apr-2009	3,765,295	23-Mar-2010	BCI Burke Company, LLC	None	Registered	Affidavit of Use	3/23/2015 - 3/23/2016
BURKE JUF	77/615,878	17-Nov-2008	3,710,283	10-Nov-2009	BCI Burke Company, LLC	None	Registered	Affidavit of Use	11/10/2014 - 11/10/2015
BURKE BUILT	77/613,562	13-Nov-2008	3,677,779	1-Sep-2009	BCI Burke Company, LLC	None	Registered	Affidavit of Use	9/1/2014 - 9/1/2015
GENERATIONS WARRANTY	77/613,512	13-Nov-2008	3,684,371	15-Sep-2009	BCI Burke Company, LLC	None	Registered	Affidavit of Use	9/15/2014 - 9/15/2015
INTENSITY	77/226,922	11-Jul-2007	3,450,656	17-Jun-2008	BCI Burke Company, LLC	None	Registered	Renewal	6/17/2018
LITTLE BUDDIES	76/537,046	13-Aug-2013	2,886,003	21-Sep-2004	BCI Burke Company, LLC	None	Registered	Renewal	9/21/2024
	76/537,043	13-Aug-2013	2,914,286	28-Dec-2004	BCI Burke Company, LLC	None	Registered	Renewal	12/28/2024
									
	76/519,281	30-May-2003	2,898,897	2-Nov-2004	BCI Burke Company, LLC	None	Registered	Renewal	11/2/2024
									
BURKE	75/409,041	22-Dec-1997	2,245,711	18-May-1999	BCI Burke Company, LLC	None	Registered	Renewal	5/18/2019
GENESIS	74/544,033	28-Jun-1994	2,081,883	22-Jul-1997	BCI Burke Company, LLC	None	Registered	Renewal	7/22/2017
BCI BURKE	74/512,203	8-Apr-1994	1,900,779	20-Jun-1995	BCI Burke Company, LLC	None	Registered	Renewal	6/20/2015
KID KASSTER	74/519,360	20-Apr-1994	2,086,172	5-Aug-1997	BCI Burke Company, LLC	None	Registered	Renewal	8/5/2017