

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345449

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PlayPower, Inc.		06/23/2015	CORPORATION: DELAWARE
PlayPower Holdings, Inc.		06/23/2015	CORPORATION: DELAWARE
PlayPower Finance, LLC		06/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
Soft Play, L.L.C.		06/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
Kid Play, Inc.		06/23/2015	CORPORATION: DELAWARE
Miracle Recreation Equipment Company		06/23/2015	COMPANY: IOWA
PlayPower LT Farmington, Inc.		06/23/2015	CORPORATION: MISSOURI
E-Z-Dock, Inc.		06/23/2015	CORPORATION: MINNESOTA
Shade Structures, Inc.		06/23/2015	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Société Générale, as the Administrative Agent
<b>Street Address:</b>	245 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>Entity Type:</b>	Bank: FRANCE

**PROPERTY NUMBERS Total: 108**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3124969	AQUARIUS
<b>Registration Number:</b>	2650598	BIG KAHUNA
<b>Registration Number:</b>	2784474	BIG TIMBER
<b>Registration Number:</b>	3238345	BOULDER RIDGE
<b>Registration Number:</b>	2053597	CENTER STAGE
<b>Registration Number:</b>	3644286	CLEVER CLIMBERS
<b>Registration Number:</b>	3894464	COIL CURLER
<b>Registration Number:</b>	3825537	CONNEXION

CH \$2715.00 3124969

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	3766398	DOUGHBUILDERS
<b>Registration Number:</b>	2554074	DUPLI-GATOR
<b>Registration Number:</b>	4229182	EZ BOATPORT
<b>Registration Number:</b>	3204114	EZ DESIGNER
<b>Registration Number:</b>	2689965	EZ DOCK
<b>Registration Number:</b>	2938157	EZ DOCK
<b>Registration Number:</b>	3723664	EZ LAUNCH
<b>Registration Number:</b>	2039903	EZ PORT
<b>Registration Number:</b>	3551111	EZ PORT MAX
<b>Registration Number:</b>	3729636	EZ TRAIL
<b>Registration Number:</b>	3929018	FLEX JET
<b>Registration Number:</b>	2559470	FLIPPOPOTAMUS
<b>Registration Number:</b>	2080140	FUN TUNNEL
<b>Registration Number:</b>	3042748	FUNBUILDER
<b>Registration Number:</b>	3403690	GARDEN GRUBBIES
<b>Registration Number:</b>	3311947	GATOR GRIP
<b>Registration Number:</b>	4094456	GELEFISH
<b>Registration Number:</b>	4064629	GRAVITY
<b>Registration Number:</b>	3826350	GRIZZ-LEE BEAR
<b>Registration Number:</b>	3818077	GROOVE II
<b>Registration Number:</b>	2384051	HANG-A-ROUND
<b>Registration Number:</b>	4168639	HOOP-LA
<b>Registration Number:</b>	4044729	IBUILDER
<b>Registration Number:</b>	2946726	INFINITY
<b>Registration Number:</b>	4068500	INTERAXION
<b>Registration Number:</b>	4630739	IRON MOUNTAIN FORGE
<b>Registration Number:</b>	1339089	IRON MOUNTAIN FORGE
<b>Registration Number:</b>	3758245	JACKHAMMER
<b>Registration Number:</b>	4039760	JAX
<b>Registration Number:</b>	3085411	KID BUILDERS
<b>Registration Number:</b>	1766847	KID RIDERS
<b>Registration Number:</b>	2473606	KID TILES
<b>Registration Number:</b>	1756997	KID TILES
<b>Registration Number:</b>	2481823	KID TIMBER
<b>Registration Number:</b>	2257176	KIDERGY
<b>Registration Number:</b>	3132929	KIDROX
<b>Registration Number:</b>	3305417	KIDS CORNER
<b>Registration Number:</b>	2184296	KIDS' CHOICE

Property Type	Number	Word Mark
Registration Number:	3243765	LANDSOFT
Registration Number:	3667127	LEGACY CANTILEVER
Registration Number:	3990281	LEGACY CONTEMPO
Registration Number:	3124970	LIBRA
Registration Number:	4511951	M
Registration Number:	3206868	MATRIX
Registration Number:	2496028	MAX PLAY
Registration Number:	3422739	MEGA TOWER
Registration Number:	2043224	MIRACLE
Registration Number:	0841174	MIRACLE
Registration Number:	2988973	MIRACLE
Registration Number:	4033813	MIRACLETECH
Registration Number:	2852612	
Registration Number:	3144258	
Registration Number:	4094463	MORPHOUS
Registration Number:	4466859	NATURAL URBAN EDGE
Registration Number:	4251194	NATURTEK
Registration Number:	3929015	N-DURE CYCLE
Registration Number:	3239882	NEXUS
Registration Number:	3577495	NRG BUILDERS
Registration Number:	4254914	NU-EDGE
Registration Number:	4273197	ORIGINAL SOCIAL NETWORK
Registration Number:	3950945	PARKWATCH
Registration Number:	3341257	PEGASUS
Registration Number:	4143629	PHYZICS
Registration Number:	2471640	PLAY BUILDERS
Registration Number:	3331521	PLAYCOVER
Registration Number:	3917519	PLAYGROUNDS FUN & EASY!
Registration Number:	1631719	PLAYPARK
Registration Number:	2107782	PLAYPOWER
Registration Number:	3929016	PULL UP!LIFT
Registration Number:	4226307	REFLEX
Registration Number:	3929017	RELAY RACER
Registration Number:	1441140	ROCK-ITE
Registration Number:	1834782	SEE·SAW·SNAKE
Registration Number:	3878504	SEYMOUR GREEN
Registration Number:	3192295	SHADEBUILDERS
Registration Number:	3958047	SHADE CONCEPTS

Property Type	Number	Word Mark
Registration Number:	3880233	SHADE STRUCTURES
Registration Number:	4179106	SHAPING THE FUTURE OF PLAY
Registration Number:	3950944	SITEBRITE
Registration Number:	3192177	SKYBUILDERS
Registration Number:	2895664	SOFT PLAY
Registration Number:	2140024	SOFT PLAY
Registration Number:	1628428	SOFT PLAY
Registration Number:	4011384	SONICSCREEN
Registration Number:	2346176	SPRAY STATIONS
Registration Number:	3089529	SUN PORTS
Registration Number:	3886608	SUN PORTS
Registration Number:	4511948	THE FACE OF PLAY
Registration Number:	2701066	THE FIRST DOCK OF ITS KIND. THE LAST DOC
Registration Number:	2157301	TODDLERS' CHOICE
Registration Number:	4203128	TOT BLOBS
Registration Number:	2107801	TOTS' CHOICE
Registration Number:	3908311	USA SHADE & FABRIC STRUCTURES, INC.
Registration Number:	3902135	UV MAN
Registration Number:	3202955	VERSA-CLIMB
Registration Number:	2003613	VERSALOK
Registration Number:	4620643	VPS
Registration Number:	3873739	VPS
Registration Number:	3264201	WEATHERSTATION
Registration Number:	3148304	WEBSCAPES

**CORRESPONDENCE DATA**

**Fax Number:** 2123037064

*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:** 212.318.6824

**Email:** christinedionne@paulhastings.com

**Correspondent Name:** Christine Dionne c/o Paul Hastings LLP

**Address Line 1:** 75 East 55th Street

**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 79896.00012 (FIRST LIEN)

**NAME OF SUBMITTER:** Christine Dionne

**SIGNATURE:** /Christine Dionne/

**DATE SIGNED:** 06/23/2015

**Total Attachments: 15**

source=SG Project Prism First Lien Intellectual Property Security Agreement (Executed)#page1.tif  
source=SG Project Prism First Lien Intellectual Property Security Agreement (Executed)#page2.tif  
source=SG Project Prism First Lien Intellectual Property Security Agreement (Executed)#page3.tif  
source=SG Project Prism First Lien Intellectual Property Security Agreement (Executed)#page4.tif  
source=SG Project Prism First Lien Intellectual Property Security Agreement (Executed)#page5.tif  
source=SG Project Prism First Lien Intellectual Property Security Agreement (Executed)#page6.tif  
source=SG Project Prism First Lien Intellectual Property Security Agreement (Executed)#page7.tif  
source=SG Project Prism First Lien Intellectual Property Security Agreement (Executed)#page8.tif  
source=SG Project Prism First Lien Intellectual Property Security Agreement (Executed)#page9.tif  
source=SG Project Prism First Lien Intellectual Property Security Agreement (Executed)#page10.tif  
source=SG Project Prism First Lien Intellectual Property Security Agreement (Executed)#page11.tif  
source=SG Project Prism First Lien Intellectual Property Security Agreement (Executed)#page12.tif  
source=SG Project Prism First Lien Intellectual Property Security Agreement (Executed)#page13.tif  
source=SG Project Prism First Lien Intellectual Property Security Agreement (Executed)#page14.tif  
source=SG Project Prism First Lien Intellectual Property Security Agreement (Executed)#page15.tif

**FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated June 23, 2015, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and SOCIÉTÉ GÉNÉRALE, as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the First Lien Credit Agreement referred to below).

WHEREAS, PlayPower, Inc., a Delaware corporation (the “Borrower”) and a wholly-owned subsidiary of PlayPower Holdings Inc., a Delaware corporation (“Holdings”), each lender from time to time party thereto (collectively, the “Lenders” and individually, each a “Lender”) and Société Générale, as Swing Line Lender, L/C Issuer and Administrative Agent have entered into a First Lien Credit Agreement dated of even date herewith (as amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder), the “First Lien Credit Agreement”);

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement dated June 23, 2015 among the Grantors and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

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

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the United States of America or any state thereof (the “Collateral”):

(a) all patents, patent applications, utility models, statutory invention registrations and all inventions, including those claimed or disclosed therein and all improvements thereto (“Patents”);

(b) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby (“Trademarks”);

(c) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered (“Copyrights”);

(d) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing (“Computer Software”);

(e) all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (collectively, “Trade Secrets”), and all other intellectual and intangible property of any type, including, without limitation, industrial designs and mask works;

(f) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(g) all written agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary (“IP Agreements”) and all rights of such Grantor thereunder; and

(h) 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;

*provided* that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (e), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

**SECTION 2. Security for Obligations.** The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), 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 each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the effects of Debtor Relief Laws.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed 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. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the 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; Jurisdiction; Etc. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE EXCLUSIVE GENERAL JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK FOR THE COUNTY OF NEW YORK (THE “NEW YORK SUPREME COURT”), AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE “FEDERAL DISTRICT COURT,” AND TOGETHER WITH THE NEW YORK SUPREME COURT, THE “NEW YORK COURTS”) AND APPELLATE COURTS FROM EITHER OF THEM; *PROVIDED* THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT, (III) IF ALL SUCH NEW YORK COURTS DECLINE JURISDICTION OVER ANY PERSON, OR DECLINE (OR, IN THE CASE OF THE FEDERAL DISTRICT COURT, LACK) JURISDICTION OVER ANY SUBJECT MATTER OF SUCH ACTION OR PROCEEDING, A LEGAL ACTION OR PROCEEDING MAY BE BROUGHT WITH RESPECT THERETO IN ANOTHER COURT HAVING JURISDICTION AND (IV) IN THE EVENT A LEGAL ACTION OR PROCEEDING IS BROUGHT AGAINST ANY PARTY HERETO OR INVOLVING ANY OF ITS ASSETS OR PROPERTY IN ANOTHER COURT (WITHOUT ANY COLLUSIVE ASSISTANCE BY SUCH PARTY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES), SUCH PARTY FROM ASSERTING A CLAIM OR DEFENSE (INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT) IN ANY SUCH ACTION OR PROCEEDING.



(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN SECTION 6(B). EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.16(D) OF THE FIRST LIEN CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(E) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.


[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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


**PLAYPOWER, INC.**, as a Grantor

By:   
Name: Michael Pruss  
Title: Chief Financial Officer


**PLAYPOWER HOLDINGS INC.**, as a Grantor

By:   
Name: Michael Pruss  
Title: Chief Financial Officer


**PLAYPOWER FINANCE, LLC**, as a Grantor

By:   
Name: Michael Pruss  
Title: Chief Financial Officer


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

By:   
Name: Michael Pruss  
Title: Chief Financial Officer

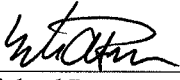
**KID PLAY, INC.**, as a Grantor

By:   
Name: Michael Pruss  
Title: Treasurer

**MIRACLE RECREATION EQUIPMENT COMPANY**, as a Grantor

By:   
Name: Michael Pruss  
Title: Chief Financial Officer


**PLAYPOWER LT FARMINGTON, INC.,** as a  
Grantor

By:   
Name: Michael Pruss  
Title: Chief Financial Officer

**E-Z-DOCK, INC.,** as a Grantor

By:   
Name: Michael Pruss  
Title: Chief Financial Officer

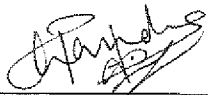
**SHADE STRUCTURES, INC.,** as a Grantor

By:   
Name: Michael Pruss  
Title: Chief Financial Officer

[Signature Page to First Lien Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 005558 FRAME: 0071**

**SOCIÉTÉ GÉNÉRALE**, as the Administrative Agent

By:  \_\_\_\_\_

Name: Pranav Chandra

Title: Managing Director

[Signature Page to First Lien Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 005558 FRAME: 0072**

Schedule I

**Registered Trademarks and Active Trademark Applications**

<u>Registered Owner</u>	<u>Jurisdiction</u>	<u>Registration No./Application No.</u>	<u>Mark</u>	<u>Registration Date/ Filing Date</u>
Miracle Recreation Equipment Company	United States	3124969	AQUARIUS	8/11/2006
Miracle Recreation Equipment Company	United States	2650598	BIG KAHUNA	11/12/2002
Miracle Recreation Equipment Company	United States	2784474	BIG TIMBER	11/18/2003
Miracle Recreation Equipment Company	United States	3238345	BOULDER RIDGE	5/1/2007
Miracle Recreation Equipment Company	United States	2053597	CENTER STAGE	4/15/1997
PlayPower LT Farmington, Inc.	United States	3644286	CLEVER CLIMBERS	6/23/2009
Miracle Recreation Equipment Company	United States	3894464	COIL CURLER	12/21/2010
Miracle Recreation Equipment Company	United States	3825537	CONNEXION	7-27-2010
PlayPower LT Farmington, Inc.	United States	3766398	DOUGHBUILDERS	3/30/2010
Miracle Recreation Equipment Company	United States	2554074	DUPLI-GATOR	3/26/2002
E-Z-Dock, Inc.	United States	4229182	EZ Boatport	10/23/2012
E-Z-Dock, Inc.	United States	3204114	EZ DESIGNER	1/30/2007
E-Z-Dock, Inc.	United States	2689965	EZ DOCK	2/25/2003
E-Z-Dock, Inc.	United States	2938157	EZ DOCK	4/5/2005
E-Z-Dock, Inc.	United States	3723664	EZ LAUNCH	12/8/2009
E-Z-Dock, Inc.	United States	2039903	EZ PORT	2/25/1997
E-Z-Dock, Inc.	United States	3551111	EZ PORT MAX	12/23/2008
E-Z-Dock, Inc.	United States	3729636	EZ TRAIL	12/22/2009
Miracle Recreation Equipment Company	United States	3929018	FLEX JET	03/08/2011
Miracle Recreation Equipment Company	United States	2559470	FLIPPOPOTAMUS	4/9/2002
Miracle Recreation Equipment Company	United States	2080140	FUN TUNNEL	7/15/1997
PlayPower LT Farmington, Inc.	United States	3042748	FUNBUILDER	1/10/2006
PlayPower LT Farmington, Inc.	United States	3403690	GARDEN GRUBBIES	3/25/2008
Miracle Recreation Equipment Company	United States	3311947	GATOR GRIP	10/16/2007
PlayPower LT Farmington, Inc.	United States	4094456	GELEFISH	1/31/2012
Miracle Recreation	United States	4064629	GRAVITY	11/29/2011

<u>Registered Owner</u>	<u>Jurisdiction</u>	<u>Registration No./Application No.</u>	<u>Mark</u>	<u>Registration Date/ Filing Date</u>
Equipment Company				
Miracle Recreation Equipment Company	United States	3826350	GRIZZ-LEE BEAR	7/27/2010
Miracle Recreation Equipment Company	United States	3818077	GROOVE II	7/13/2010
Miracle Recreation Equipment Company	United States	2384051	HANG-A-ROUND	9/5/2000
PlayPower LT Farmington, Inc.	United States	4168639	HOOP-LA	7/3/2012
PlayPower LT Farmington, Inc.	United States	4044729	IBUILDER	10/25/2011
PlayPower LT Farmington, Inc.	United States	2946726	INFINITY	5/3/2005
Miracle Recreation Equipment Company	United States	4068500	INTERAXION	12/6/2011
PlayPower LT Farmington, Inc.	United States	4630739	Iron Mountain Forge	11/4/2014
PlayPower LT Farmington, Inc.	United States	1339089	IRON MOUNTAIN FORGE & DESIGN	6/4/1985
PlayPower LT Farmington, Inc.	United States	3758245	JACKHAMMER	3/9/2010
Miracle Recreation Equipment Company	United States	4039760	JAX	10/11/2011
PlayPower LT Farmington, Inc.	United States	3085411	KID BUILDERS	4/25/2006
PlayPower LT Farmington, Inc.	United States	1766847	KID RIDERS & DESIGN	4/20/1993
PlayPower LT Farmington, Inc.	United States	2473606	KID TILES	7/31/2001
PlayPower LT Farmington, Inc.	United States	1756997	KID TILES & DESIGN	3/9/1993
PlayPower LT Farmington, Inc.	United States	2481823	KID TIMBER	8/28/2001
Soft Play, L.L.C.	United States	2257176	KIDERGY	6/29/1999
Miracle Recreation Equipment Company	United States	3132929	KIDROX	8/22/2006
Soft Play, L.L.C.	United States	3305417	KIDS CORNER	10/9/2007
Miracle Recreation Equipment Company	United States	2184296	KIDS' CHOICE	8/25/1998
PlayPower LT Farmington, Inc.	United States	3243765	LANDSOFT	5/22/2007
Miracle Recreation Equipment Company	United States	3667127	LEGACY CANTILEVER	8/11/2009
Miracle Recreation Equipment Company	United States	3990281	LEGACY CONTEMPO	7/5/2011
Miracle Recreation Equipment Company	United States	3124970	LIBRA	8/1/2006

<u>Registered Owner</u>	<u>Jurisdiction</u>	<u>Registration No./Application No.</u>	<u>Mark</u>	<u>Registration Date/ Filing Date</u>
Miracle Recreation Equipment Company	United States	4511951	M (Stylized Color) (new Miracle logo)	4/8/2014
PlayPower LT Farmington, Inc.	United States	3206868	MATRIX	2/6/2007
PlayPower LT Farmington, Inc.	United States	2496028	MAX PLAY	10/9/2001
Miracle Recreation Equipment Company	United States	3422739	MEGA TOWER	5/6/2008
Miracle Recreation Equipment Company	United States	2043224	MIRACLE	3/11/1997
Miracle Recreation Equipment Company	United States	0841174	MIRACLE	12/26/1967
Miracle Recreation Equipment Company	United States	2988973	MIRACLE	8/30/2005
Miracle Recreation Equipment Company	United States	4033813	MIRACLETECH	10/4/2011
Shade Structures, Inc.	United States	2852612	MISCELLANEOUS DESIGN (SUN MAN)	6/15/2004
Shade Structures, Inc.	United States	3144258	MISCELLANEOUS DESIGN (SUN MAN)	9/19/2006
PlayPower LT Farmington, Inc.	United States	4094463	MORPHOUS	1/31/2012
PlayPower LT Farmington, Inc.	United States	4466859	Natural Urban Edge	1/14/2014
PlayPower LT Farmington, Inc.	United States	4251194	Naturtek	11/27/2012
Miracle Recreation Equipment Company	United States	3929015	N-DURE CYCLE	3/8/2011
Miracle Recreation Equipment Company	United States	3239882	NEXUS	5/8/2007
PlayPower LT Farmington, Inc.	United States	3577495	NRG BUILDERS	2/17/2009
PlayPower LT Farmington, Inc.	United States	4254914	Nu-Edge	12/4/2012
Soft Play, L.L.C.	United States	4273197	Original Social Network	1/8/2013
Miracle Recreation Equipment Company	United States	3950945	PARKWATCH	4/26/2011
Miracle Recreation Equipment Company	United States	3341257	PEGASUS	11/20/2007
Miracle Recreation Equipment Company	United States	4143629	PHYZICS	5/15/2012
PlayPower LT Farmington, Inc.	United States	2471640	PLAY BUILDERS	7/24/2001
Miracle Recreation Equipment Company	United States	3331521	PLAYCOVER	11/6/2007
PlayPower LT Farmington, Inc.	United States	3917519	PLAYGROUNDS FUN & EASY!	2/08/2011

<u>Registered Owner</u>	<u>Jurisdiction</u>	<u>Registration No./Application No.</u>	<u>Mark</u>	<u>Registration Date/ Filing Date</u>
Soft Play, L.L.C.	United States	1631719	PLAYPARK	1/15/1991
PlayPower, Inc.	United States	2107782	PLAYPOWER	10/21/1997
Miracle Recreation Equipment Company	United States	3929016	PULL UP!LIFT	3/8/2011
Miracle Recreation Equipment Company	United States	4226307	REFLEX	10/16/2012
Miracle Recreation Equipment Company	United States	3929017	RELAY RACER	3/8/2011
Miracle Recreation Equipment Company	United States	1441140	ROCK-ITE	6/2/1987
PlayPower LT Farmington, Inc.	United States	1834782	SEE.SAW.SNAKE & DESIGN	5/3/1994
PlayPower LT Farmington, Inc.	United States	3878504	SEYMOUR GREEN	11/23/2010
PlayPower LT Farmington, Inc.	United States	3192295	SHADEBUILDERS	1/2/2007
Shade Structures, Inc.	United States	3958047	SHADE CONCEPTS & DESIGN	5/10/2011
Shade Structures, Inc.	United States	3880233	SHADE STRUCTURES & DESIGN	11/23/2010
Miracle Recreation Equipment Company.	United States	4179106	Shaping the Future of Play	7/24/2012
Miracle Recreation Equipment Company	United States	3950944	SITEBRITE	4/26/2011
PlayPower LT Farmington, Inc.	United States	3192177	SKYBUILDERS	1/2/2007
Soft Play, L.L.C.	United States	2895664	SOFT PLAY	10/19/2004
Soft Play, L.L.C.	United States	2140024	SOFT PLAY	3/3/1998
Soft Play, L.L.C.	United States	1628428	SOFT PLAY & DESIGN	12/18/1990
Miracle Recreation Equipment Company	United States	4011384	SONICSCREEN	8/16/2011
Miracle Recreation Equipment Company	United States	2346176	SPRAY STATIONS	4/25/2000
Shade Structures, Inc.	United States	3089529	SUN PORTS	5/9/2006
Shade Structures, Inc.	United States	3886608	SUN PORTS & DESIGN	12/7/2010
Miracle Recreation Equipment Company	United States	4511948	The Face of Play	4/8/2014
E-Z-Dock, Inc.	United States	2701066	THE FIRST DOCK OF ITS KIND. THE LAST DOCK YOU WILL EVER NEED	3/25/2003
Miracle Recreation Equipment Company	United States	2157301	TODDLER'S CHOICE	5/12/1998



<u>Registered Owner</u>	<u>Jurisdiction</u>	<u>Registration No./Application No.</u>	<u>Mark</u>	<u>Registration Date/ Filing Date</u>
Soft Play, L.L.C.	United States	4203128	TOT BLOBS	9/4/2012
Miracle Recreation Equipment Company	United States	2107801	TOTS' CHOICE	10/21/1997
Shade Structures, Inc.	United States	3908311	USA SHADE & FABRIC STRUCTURES, INC.	1/18/2011
Shade Structures, Inc.	United States	3902135	UV MAN	1/4/2011
PlayPower LT Farmington, Inc.	United States	3202955	VERSA-CLIMB	1/23/2007
Miracle Recreation Equipment Company	United States	2003613	VERSALOK	9/24/1996
Shade Structures, Inc.	United States	4620643	VPS	10/14/2014
Shade Structures, Inc.	United States	3873739	VPS & DESIGN	11/9/2010
PlayPower LT Farmington, Inc.	United States	3264201	WEATHERSTATION	7/17/2007
Miracle Recreation Equipment Company	United States	3148304	WEBSCAPES	9/26/2006

**Patents and Patents Pending**

<b><u>Registered Owner</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Patent No./Application No.</u></b>	<b><u>Title</u></b>	<b><u>Registration Date/Filing Date</u></b>
Miracle Recreation Equipment Company	United States	5575580	Connector for structural apparatus	11/19/1996
Miracle Recreation Equipment Company	United States	5785447	Connector for structural apparatus	7/28/1998
E-Z-Dock, Inc.	United States	14/350193	Drive-on Watercraft Lift with Adjustable Bunks	4/7/2014
E-Z-Dock, Inc.	United States	D521442	Extended floating drive-on boat deck	5/23/2006
E-Z-Dock, Inc.	United States	D551611	Floating boat deck extension	9/25/2007
EZ Dock, Inc.	United States	13/711339	Floating Dock System	12/11/2012
E-Z-Dock, Inc.	United States	7069872	Floating Drive-On Watercraft Dock	7/4/2006
E-Z-Dock, Inc.	United States	6006687	Modular floating boat lift	12/28/1999
E-Z-Dock, Inc.	United States	7918178	Modular floating watercraft port assembly	4/5/2011
E-Z-Dock, Inc.	United States	6912966	Molded plastic gangway	7/5/2005
E-Z-Dock, Inc.	United States	13/932911	Molly-Type Dock Section Coupler	7/1/2013
PlayPower LT Farmington, Inc.	United States	D552370	Park bench	10/9/2007
Miracle Recreation Equipment Company	United States	8602905	Playground Element and Mounting Method	12/10/2013
PlayPower LT, Farmington, Inc.	United States	D589110	Playground Playcenter	3/24/2009
PlayPower LT, Farmington, Inc.	United States	D577408	Playground Playcenter	9/23/2008
PlayPower LT, Farmington, Inc.	United States	D594079	Playground Playcenter	6/9/2009
PlayPower LT Farmington, Inc.	United States	14/504926	Rotating Playground Element	10/2/2014

<u>Registered Owner</u>	<u>Jurisdiction</u>	<u>Patent No./Application No.</u>	<u>Title</u>	<u>Registration Date/Filing Date</u>
PlayPower, Inc.	United States	D599864	Sit-up exercise device	9/8/2009
E-Z-Dock, Inc.	United States	8256366	Small watercraft boatlift	9/4/2012
E-Z-Dock, Inc.	United States	12/780473	Bench system for small watercraft boatlift	5/14/2010
Miracle Recreation Equipment Company	United States	5997403	Spinning playground equipment	12/7/1999
Soft Play, L.L.C.	United States	6108988	Spiral climb in surrounding enclosure	8/29/2000
PlayPower, Inc.	United States	D615136	Stationary spin cycle	5/4/2010
Miracle Recreation Equipment Company	United States	8376294	Tire swing swivel	2/19/2013

**Copyrights and Copyrights Pending**

None.