

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Backyard Leisure Holdings, Inc.		08/28/2015	CORPORATION: DELAWARE
Installations, Inc.		08/28/2015	CORPORATION: DELAWARE
Home Brands, Inc.		08/28/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	2720119	ADVENTURE PLAYSETS	
Registration Number:	2438052	BACKYARD ADVENTURES	
Registration Number:	4037458	BACKYARD ADVENTURES	
Registration Number:	3808014	BACKYARD BOTANICAL	
Registration Number:	2989363	BACKYARD DISCOVERY	
Registration Number:	4142975	BACKYARD DISCOVERY	
Registration Number:	4129244	BACKYARD DISCOVERY	
Registration Number:	3745356	EXPEDITION	
Registration Number:	2345991	JURASSIC	
Serial Number:	86559712	LEISURE TIME PRODUCTS	
Registration Number:	3857549	QUARRY CLIMBERS	
Registration Number:	3935365	SAFE-T-FUSE	
Registration Number:	3935364	SAFE-T-FUSE	
Registration Number:	4396497	SOUNDS LIKE FUN	
Registration Number:	3699528	SUPER SAFE SPEEDY SLIDE	
Registration Number:	2964707	SHEDS USA DELIVERED BUILT GUARANTEED	
Registration Number:	4433336	YARD BUILT	
TRADEMARK			

CH \$515.00 2720119

Property Type	Number	Word Mark
Registration Number:	4706655	GOCONFIGURE
Registration Number:	4706658	
Registration Number:	4706656	PUTTING IT ALL TOGETHER FOR YOU

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-1547

NAME OF SUBMITTER: Scott Kareff (014951-1547)

SIGNATURE: /kc for sk/

DATE SIGNED: 08/28/2015

Total Attachments: 5

source=Trademark Grant of A Security Interest for Backyard Leisure Holdings, Inc and others - Cerberus#page1.tif

source=Trademark Grant of A Security Interest for Backyard Leisure Holdings, Inc and others - Cerberus#page2.tif

source=Trademark Grant of A Security Interest for Backyard Leisure Holdings, Inc and others - Cerberus#page3.tif

source=Trademark Grant of A Security Interest for Backyard Leisure Holdings, Inc and others - Cerberus#page4.tif

source=Trademark Grant of A Security Interest for Backyard Leisure Holdings, Inc and others - Cerberus#page5.tif

GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of August 28, 2015 by Backyard Leisure Holdings, Inc., a Delaware corporation ("Backyard"), Installations, Inc., a Delaware corporation ("Installations") and Home Brands, Inc., a Delaware corporation ("Home Brands" and together with Backyard and Installations, each a "Grantor" and collectively, the "Grantors"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated August 28, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Agent, as the Collateral Agent for itself and the Lenders; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK

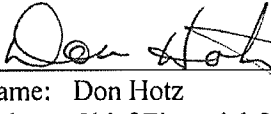
This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

GRANTORS:

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

By: 
Name: Don Hotz
Title: Chief Financial Officer

Grant of a Security Interest (Trademarks)


TRADEMARK
REEL: 005611 FRAME: 0717


SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
ADVENTURE PLAYSETS	U.S.	78/084540 9/19/2001	2720119 5/27/2003	Registered	Backyard Leisure Holdings, Inc.
BACKYARD ADVENTURES	U.S.	75/713285 5/24/1999	2438052 3/27/2001	Registered	Backyard Leisure Holdings, Inc.
BACKYARD ADVENTURES and Design 	U.S.	85/135939 9/22/2010	4037458 10/11/2011	Registered	Backyard Leisure Holdings, Inc.
BACKYARD BOTANICAL	U.S.	77/687696 3/10/2009	3808014 6/22/2010	Registered	Backyard Leisure Holdings, Inc.
BACKYARD DISCOVERY	U.S.	78/425149 5/26/2004	2989363 8/30/2005	Registered	Backyard Leisure Holdings, Inc.
BACKYARD DISCOVERY	U.S.	77/687701 3/10/2009	4142975 5/15/2012	Registered	Backyard Leisure Holdings, Inc.
BACKYARD DISCOVERY and Design 	U.S.	85/047633 5/25/2010	4129244 4/17/2012	Registered	Backyard Leisure Holdings, Inc.
EXPEDITION	U.S.	77/639327 12/23/2008	3745356 2/2/2010	Registered	Backyard Leisure Holdings, Inc.
JURASSIC	U.S.	75/408233 12/19/1997	2345991 4/25/2000	Registered	Backyard Leisure Holdings, Inc.
LEISURE TIME PRODUCTS	U.S.	86/559712 3/10/2015	—	Suspended	Backyard Leisure Holdings, Inc.
QUARRY CLIMBERS	U.S.	77/633132 12/15/2008	3857549 10/5/2010	Registered	Backyard Leisure Holdings, Inc.
SAFE-T-FUSE	U.S.	77/883034 12/1/2009	3935365 3/22/2011	Registered	Backyard Leisure Holdings, Inc.
SAFE-T-FUSE and Design 	U.S.	77/883030 12/1/2009	3935364 3/22/2011	Registered	Backyard Leisure Holdings, Inc.
SOUNDS LIKE FUN	U.S.	85/035588 5/11/2010	4396497 9/3/2013	Registered	Backyard Leisure Holdings, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
SUPER SAFE SPEEDY SLIDE	U.S.	77/290248 9/27/2007	3699528 10/20/2009	Registered	Backyard Leisure Holdings, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
SHEDS USA and Design 	U.S.	76/574417 2/6/2004	2964707 7/5/2005	Registered	Home Brands, Inc.
YARD BUILT	U.S.	85/605205 4/23/2012	4433336 11/12/2013	Registered	Home Brands, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
GOCONFIGURE	U.S.	86/191389 2/12/2014	4706655 3/24/2015	Registered	Installations, Inc.
Installations Inc. Logo Design 	U.S.	86/191424 2/12/2014	4706658 3/24/2015	Registered	Installations, Inc.
PUTTING IT ALL TOGETHER FOR YOU	U.S.	86/191405 2/12/2014	4706656 3/24/2015	Registered	Installations, Inc.