

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM359593

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION, AS RETIRING AGENT		08/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, AS SUCCESSOR AGENT		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	77681063	ULTRALEISURE	
Serial Number:	77969285	CRESCENT KAYAKS	
Serial Number:	85002110	CRESCENT KAYAKS	
Serial Number:	74213082	WE MAKE PLAYGROUNDS FUNCTIONAL.	
Serial Number:	75581891	CHILD WORKS	
Serial Number:	78569816	PLAYLAND	
Serial Number:	78569906	SII	
Serial Number:	78594526	SUPERIOR SHADE	
Serial Number:	78612007	SII	
Serial Number:	78612160	PLAYLAND	
Serial Number:	78749787		
Serial Number:	78777384	WOW PLAYGROUNDS FREEDOM TO PLAY	
Serial Number:	78849215	WOW	
Serial Number:	75525765	WOW	
Serial Number:	78631413	PLAYON SURFACING	
Serial Number:	77584792	SKYSPAN	

CH \$415.00 77681063

CORRESPONDENCE DATA**Fax Number:** 3129939767*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:** 3128767708**Email:** BETH.ARNOLD@LW.COM**Correspondent Name:** BETH ARNOLD, LATHAM & WATKINS LLP**Address Line 1:** 330 N. WABASH AVE., STE. 2800**Address Line 4:** CHICAGO, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	025646-0000
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NAME OF SUBMITTER:	Beth Arnold
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SIGNATURE:	/s/ Beth Arnold
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DATE SIGNED:	10/22/2015
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Total Attachments: 39

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ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, SUPERIOR INTERNATIONAL INDUSTRIES, INC., GROUNDS FOR PLAY, INC. and KLINE MULTIPRODUCTS, INC., as “Grantors”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Collateral Agent, Retiring Agent has assigned to Successor Collateral Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, successor collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Collateral Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 

Name: STEVEN FLOWERS

Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: 

Name: DAVID BRACKETT

Title: Duly Authorized Signatory

EXHIBIT A

Trademark Security Agreement recorded with the United States Patent and Trademark Office on March 9, 2011 at Reel 004493, Frame 0863

Patent Security Agreement recorded with the United States Patent and Trademark Office on March 9, 2011 at Reel 025920, Frame 0651

Copyright Security Agreement recorded with the United States Copyright Office on August 8, 2011 at V3610, D622

EXHIBIT B

See attached

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 7, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 7, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the other Credit Parties, the Lenders and the L/C Issuer from time to time party thereto and GE Capital, as Agent for the Secured Parties, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

- (a) all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

SUPERIOR INTERNATIONAL
INDUSTRIES, INC., as a Grantor

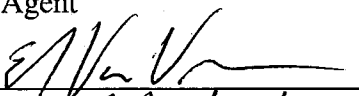
By: 
Name: Brian Campbell
Title: Chief Financial Officer

GROUNDS FOR PLAY, INC., as
a Grantor

By: 
Name: Brian Campbell
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Erik Van Vuren
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

CREDIT PARTY	SERIAL NO.	REG. NO.	MARK	COUNTRY
Superior International Industries, Inc.	77681063	N/A	ULTRALEISURE	US
Superior International Industries, Inc.	77969285	3870101	CRESCENT KAYAKS	US
Superior International Industries, Inc.	85002110	N/A	CRESCENT KAYAKS (and Design)	US
Grounds For Play, Inc.	74213082	1811217	WE MAKE PLAYGROUNDS FUNCTIONAL.	US
Superior International Industries, Inc.	75581891	2340347	CHILD WORKS	US
Superior International Industries, Inc.	78569816	3207399	PLAYLAND	US
Superior International Industries, Inc.	78569906	3128943	SII	US
Superior International Industries, Inc.	78594526	3153087	SUPERIOR SHADE (and Design)	US
Superior International Industries, Inc.	78612007	3138319	SII (and Design)	US
Superior International Industries, Inc.	78612160	3212304	PLAYLAND (and Design)	US
Superior International Industries, Inc.	78749787	3192433	PLAYLAND (and Design)	US
Superior International Industries, Inc.	78777384	3348239	WOW PLAYGROUNDS FREEDOM TO PLAY! (and Design)	US
Superior International Industries, Inc.	78849215	3348324	WOW (and Design)	US
Superior International Industries, Inc.	75525765	2295600	WOW	US
Superior International Industries, Inc.	78631413	3345289	PLAYON SURFACING	US
Superior International Industries, Inc.	77584792	3764483	SKYSPAN	US

2. TRADEMARK APPLICATIONS

None.

TO: ZEYNEP GIESEKE COMPANY: 233 S. WACKER DRIVE, SUITE 5800



UNITED STATES PATENT AND TRADEMARK OFFICE

Facsimile Transmission

To: Name: ZEYNEP GIESEKE
 Company: 233 S. WACKER DRIVE, SUITE 5800
 Fax Number: 13129939767
 Voice Phone:

From: Name: ASSIGNMENT RECORDATION SERVICES
 Voice Phone: 571-272-3350

37 C.F.R. 1.6 sets forth the types of correspondence that can be communicated to the Patent and Trademark Office via facsimile transmissions. Applicants are advised to use the certificate of facsimile transmission procedures when submitting a reply to a non-final or final Office action by facsimile (37 CFR 1.8(a)).

Fax Notes:

Pg#	Description
1	Cover Page
2	<Description not available>
6	Batch 2382899 Document 1

USPTO ASSIGNMENT SYSTEM PROCESSING

Date and time of transmission: Sunday, March 20, 2011 12:46:24 PM
Number of pages including this cover sheet: 07

TO: ZEYNEP GIESEKE COMPANY: 233 S. WACKER DRIVE, SUITE 5800

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 10, 2011

PTAS

ZEYNEP GIESEKE
233 S. WACKER DRIVE, SUITE 5800
LATHAM & WATKINS LLP
CHICAGO, IL 60606***900186034***UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 03/09/2011

REEL/FRAME: 004493/0863

NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST
DOCKET NUMBER: 025646-0575

ASSIGNOR:

SUPERIOR INTERNATIONAL INDUSTRIES,
INC.DOC DATE: 03/07/2011
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNOR:

GROUNDS FOR PLAY, INC.

DOC DATE: 03/07/2011
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

TO: ZEYNEP GIESEKE COMPANY: 233 S. WACKER DRIVE, SUITE 5800

C04493/0863 PAGE 2

ASSIGNEE:

GENERAL ELECTRIC CAPITAL
CORPORATION

201 MERRITT 7

NORWALK, CONNECTICUT 06856-5201

CITIZENSHIP: DELAWARE
ENTITY: CORPORATIONSERIAL NUMBER: 77681063
REGISTRATION NUMBER:FILING DATE: 03/02/2009
ISSUE DATE:

MARK: ULTRALEISURE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 77969285
REGISTRATION NUMBER: 3870101FILING DATE: 03/26/2010
ISSUE DATE: 11/02/2010

MARK: CRESCENT KAYAKS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 85C02110
REGISTRATION NUMBER:FILING DATE: 03/30/2010
ISSUE DATE:

MARK: CRESCENT KAYAKS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

SERIAL NUMBER: 74213082
REGISTRATION NUMBER: 1811217FILING DATE: 10/15/1991
ISSUE DATE: 12/14/1993

MARK: WE MAKE PLAYGROUNDS FUNCTIONAL.

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

SERIAL NUMBER: 75581891
REGISTRATION NUMBER: 2340347FILING DATE: 11/04/1999
ISSUE DATE: 04/11/2000

MARK: CHILD WORKS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SERIAL NUMBER: 78569816
REGISTRATION NUMBER: 3207399FILING DATE: 02/17/2005
ISSUE DATE: 02/13/2007

MARK: PLAYLAND

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

TO: ZEYNEP GIESEKE COMPANY: 233 S. WACKER DRIVE, SUITE 5800

C04493/0863 PAGE 3

SERIAL NUMBER: 78569906
REGISTRATION NUMBER: 3128943FILING DATE: 02/17/2005
ISSUE DATE: 08/15/2005

MARK: SII

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 78594526
REGISTRATION NUMBER: 3153087FILING DATE: 03/24/2005
ISSUE DATE: 10/10/2005

MARK: SUPERIOR SHADE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

SERIAL NUMBER: 78612007
REGISTRATION NUMBER: 3138319FILING DATE: 04/19/2005
ISSUE DATE: 09/05/2005

MARK: SII

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

SERIAL NUMBER: 78612160
REGISTRATION NUMBER: 3212304FILING DATE: 04/19/2005
ISSUE DATE: 02/27/2007

MARK: PLAYLAND

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

SERIAL NUMBER: 78777384
REGISTRATION NUMBER: 3348239FILING DATE: 12/20/2005
ISSUE DATE: 12/04/2007

MARK: WOW PLAYGROUNDS FREEDOM TO PLAY

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

SERIAL NUMBER: 78849215
REGISTRATION NUMBER: 3348324FILING DATE: 03/29/2006
ISSUE DATE: 12/04/2007

MARK: WOW

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 75525765
REGISTRATION NUMBER: 2295600FILING DATE: 07/21/1998
ISSUE DATE: 11/30/1999

MARK: WOW

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

TO: ZEYNEP GIESEKE COMPANY: 233 S. WACKER DRIVE, SUITE 5800

C04493/0863 PAGE 4

SERIAL NUMBER: 78631413
REGISTRATION NUMBER: 3345209

FILING DATE: 05/17/2005
ISSUE DATE: 11/27/2007

MARK: PLAYON SURFACING
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 77584792
REGISTRATION NUMBER: 3764403

FILING DATE: 10/03/2008
ISSUE DATE: 03/23/2010

MARK: SKYSPAN
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 78749787
REGISTRATION NUMBER: 3192433

FILING DATE: 11/08/2005
ISSUE DATE: 01/02/2007

MARK:
DRAWING TYPE: MISCELLANEOUS DESIGN

SHARON LATIMER, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TO: ZEYNEP GIESEKE COMPANY: 233 S. WACKER DRIVE, SUITE 5800

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.103/09/2011
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NATURE OF CONVEYANCE:	SECURITY INTEREST																																												
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<table border="1"><tr><td>Name:</td><td>General Electric Capital Corporation</td></tr><tr><td>Street Address:</td><td>201 Merritt 7</td></tr><tr><td>City:</td><td>Norwalk</td></tr><tr><td>State/Country:</td><td>CONNECTICUT</td></tr><tr><td>Postal Code:</td><td>06856-5201</td></tr><tr><td>Entity Type:</td><td>CORPORATION: DELAWARE</td></tr></table>				Name:	General Electric Capital Corporation	Street Address:	201 Merritt 7	City:	Norwalk	State/Country:	CONNECTICUT	Postal Code:	06856-5201	Entity Type:	CORPORATION: DELAWARE																														
Name:	General Electric Capital Corporation																																												
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CH \$415.00 77681063

TO: ZEYNEP GIESEKE COMPANY: 233 S. WACKER DRIVE, SUITE 5800

Serial Number:	75525765	WOW
Serial Number:	78631413	PLAYON SURFACING
Serial Number:	77584792	SKYSPAN

CORRESPONDENCE DATA

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 233 S. Wacker Drive, Suite 5800

Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 025646-0575

NAME OF SUBMITTER: Zeynep Gieseke

Signature: /zg/

Date: 03/09/2011

Total Attachments: 5

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PATENT SECURITY AGREEMENT

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WHEREAS, pursuant to the Credit Agreement, dated as of March 7, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the other Credit Parties, the Lenders and the L/C Issuer from time to time party thereto and GE Capital, as Agent for the Secured Parties, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent Collateral"):

- (a) all of its Patents including, without limitation, those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patents subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security 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.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

SUPERIOR INTERNATIONAL
INDUSTRIES, INC., as Grantor

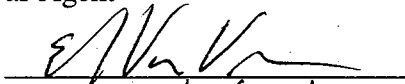
By: 

Name: Brian Campbell

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: *Erik Van Vuren*
Title: Duly Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

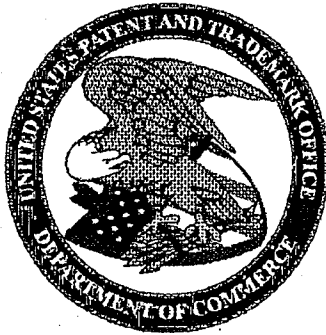
1. REGISTERED PATENTS

CREDIT PARTY	TITLE	APP. NO.	PUB. NO.	PATENT NO.	COUNTRY
Superior International Industries, Inc.	REVERSIBLE LANDSCAPING TIMBER	29307751		D595872	US
Superior International Industries, Inc.	REVERSIBLE LANDSCAPING TIMBER	29307759		D595873	US
Superior International Industries, Inc.	CONNECTOR FOR FIVE TUBES IN PLAYGROUND STRUCTURES	29094764		D416064	US
Superior International Industries, Inc.	CONNECTOR FOR TWO TUBES IN PLAYGROUND STRUCTURES	29094822		D416065	US
Superior International Industries, Inc.	REINFORCED SWING SEAT	7886156		5238456	US

2. PATENT APPLICATIONS

CREDIT PARTY	TITLE	APP. NO.	PUB. NO.	PATENT NO.	COUNTRY
Superior International Industries, Inc.	CANOPY TENSIONING DEVICE	11376930	US20070028953	N/A	US

TO: ZEYNEP GIESEKE COMPANY: 233 S. WACKER DRIVE, SUITE 5800



UNITED STATES PATENT AND TRADEMARK OFFICE

Facsimile Transmission

To: Name: ZEYNEP GIESEKE
 Company: 233 S. WACKER DRIVE, SUITE 5800
 Fax Number: 13129939767
 Voice Phone:

From: Name: ASSIGNMENT RECORDATION SERVICES
 Voice Phone: 571-272-3350

37 C.F.R. 1.6 sets forth the types of correspondence that can be communicated to the Patent and Trademark Office via facsimile transmissions. Applicants are advised to use the certificate of facsimile transmission procedures when submitting a reply to a non-final or final Office action by facsimile (37 CFR 1.8(a)).

Fax Notes:

Pg#	Description
1	Cover Page
2	<Description not available>
4	Batch 2382613 Document 1

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Date and time of transmission: Sunday, March 20, 2011 10:27:38 AM
Number of pages including this cover sheet: 05

TRADEMARK
REEL: 005650 FRAME: 0775

TO: ZEYNEP GIESEKE COMPANY: 233 S. WACKER DRIVE, SUITE 5800

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 10, 2011

PTAS

ZEYNEP GIESEKE
233 S. WACKER DRIVE, SUITE 5800
LATHAM & WATKINS LLP
CHICAGO, IL 60606

501461944

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 03/09/2011

REEL/FRAME: 025920/0651

NUMBER OF PAGES: 7

BRIEF: SECURITY AGREEMENT
DOCKET NUMBER: 025646-0575

ASSIGNOR:

SUPERIOR INTERNATIONAL INDUSTRIES, INC. DOC DATE: 03/07/2011

ASSIGNEE:

GENERAL ELECTRIC CAPITAL
CORPORATION
201 MERRITT 7
NORWALK, CONNECTICUT 06856-5201

TO: ZEYNEP GIESEKE COMPANY: 233 S. WACKER DRIVE, SUITE 5800

C25920/0651 PAGE 2

APPLICATION NUMBER: 11376930
PATENT NUMBER:
TITLE: CANOPY TENSIONING DEVICE

FILING DATE: 03/16/2006
ISSUE DATE:

APPLICATION NUMBER: 29307751
PATENT NUMBER: D595872
TITLE: REVERSIBLE LANDSCAPING TIMBER

FILING DATE: 05/09/2003
ISSUE DATE: 07/07/2003

APPLICATION NUMBER: 29307759
PATENT NUMBER: D595873
TITLE: REVERSIBLE LANDSCAPING TIMBER

FILING DATE: 05/09/2003
ISSUE DATE: 07/07/2003

APPLICATION NUMBER: 29094764
PATENT NUMBER: D416064
TITLE: CONNECTOR FOR FIVE TUBES IN PLAYGROUND STRUCTURES

FILING DATE: 10/09/1993
ISSUE DATE: 11/02/1999

APPLICATION NUMBER: 29094822
PATENT NUMBER: D416065
TITLE: CONNECTOR FOR TWO TUBES IN PLAYGROUND STRUCTURES

FILING DATE: 10/09/1993
ISSUE DATE: 11/02/1999

APPLICATION NUMBER: 07886156
PATENT NUMBER: 5238456
TITLE: REINFORCED SWING SEAT

FILING DATE: 05/21/1992
ISSUE DATE: 08/24/1993

THERESA FREDERICK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TO: ZEYNEP GIESEKE COMPANY: 233 S. WACKER DRIVE, SUITE 5800

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.103/09/2011
501461944

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Superior International Industries, Inc.	03/07/2011
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D595872
Patent Number:	D595873
Patent Number:	D416064
Patent Number:	D416065
Patent Number:	5238456
Application Number:	11376930
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3129932647
Email:	zeynep.gieseke@lw.com
Correspondent Name:	Zeynep Gieseke
Address Line 1:	233 S. Wacker Drive, Suite 5800
Address Line 2:	Latham & Watkins LLP
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	025646-0575

CH \$240.00 D595872

TO: ZEYNEP GIESEKE COMPANY: 233 S. WACKER DRIVE, SUITE 5800

NAME OF SUBMITTER:

Zeynep Gieseke

Total Attachments: 5

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source=Patent Security Agreement#page4.tif

source=Patent Security Agreement#page5.tif

TRADEMARK

REEL: 005650 FRAME: 0779

**RECORDED DOCUMENTS****FL-10A****DATE:** December 6, 2012

Latham and Watkins LLP
233 South Wacker Drive, Suite 5800
Chicago, Illinois 60606-4601

ATTN: Zeynep Gieseke

We have recorded the enclosed document(s) in the official records of the Copyright Office:

VOLUME	3610
DOC. NO.	622

The recording fee has been handled as follows:

RECEIVED	\$
APPLIED	\$
REFUNDED (under separate cover)	\$
CHARGED TO YOUR DEPOSIT ACCOUNT	\$

Sincerely yours,
Register of Copyrights

ENCL(s):**DOC(s):** 1



Certificate of Recordation

This is to certify that the attached document was recorded
in the Copyright Office on the date and in the place shown below.

This certificate is issued under the seal of the
United States Copyright Office.

DATE OF RECORDATION

8Aug11

VOLUME

DOC. NO.

3610

622

VOLUME

DOC. NO.

Maura A. Pallante

Register of Copyrights, United States of America



Document Cover Sheet

UNITED STATES COPYRIGHT OFFICE

Copyright Office fees are subject to change.

For current fees, visit the Copyright Office website at www.copyright.gov, write to the Copyright Office, or call (202) 707-7000.

For Recordation of Documents

Volume 3610 Document 622

Volume _____ Document _____

Date of Recordation M _____ D 10 Y 2011
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds Received MAR 11 2011

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights: Please record the accompanying original document or properly certified copy thereof.

1 First party name given in the document General Electric Capital Corporation

(IMPORTANT: Please read instruction for this and other spaces.)

2 First title given in the document 32' steel beam hex duo-top

3 Total number of titles in the document 168

4 Amount of fee calculated \$520.00

5 Fee enclosed ☒ Check ☐ Money order
☐ Fee authorized to be charged to Copyright Office Deposit Account

Deposit Account number _____

Deposit Account name _____

6 Completeness of document ☒ Document is complete by its own terms ☐ Document is not complete. Record "as is."

IMPORTANT NOTE: A request to record a document "as is" under 37 CFR §201.4(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

7 Certification of Photocopied Document Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.

NOTE: This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature [Signature] Date 3/10/11

Duly authorized agent of General Electric Capital Corporation, as Agent

8 Return to: Name Latham & Watkins LLP c/o Zeynep Gieseke

Number/Street 233 South Wacker Drive Apt/Suite 5800

City Chicago State IL Zip 60606

Phone number 312-993-2647 Fax number 312-993-9767

Email zeynep.gieseke@lw.com

SEND TO: Library of Congress, Copyright Office, Documents Recordation Section, LM-462, 101 Independence Avenue SE, Washington, DC 20559-6000

INCLUDE ALL THESE TOGETHER: (1) Two copies of this form; (2) payment from a Deposit Account or by check/money order payable to Register of Copyrights; and (3) your document.



COPYRIGHT SECURITY AGREEMENT

THIS COPYRIGHT SECURITY AGREEMENT, dated as of March 7, 2011, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 7, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the other Credit Parties, the Lenders and the L/C Issuer from time to time party thereto and GE Capital, as Agent for the Secured Parties, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Copyright Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Copyright Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Copyright Collateral"):

- (a) all of its Copyrights, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals, reversions and extensions of the foregoing; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Copyright Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Copyrights subject to a security interest hereunder.

Section 5. Counterparts. This Copyright Security 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.

Section 6. Governing Law. This Copyright Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

KLINE MULTIPRODUCTS, INC.,
formerly known as Litchfield Industries,
Inc., as Grantor

By: 

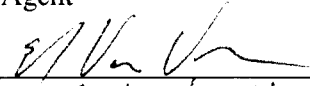
Name: Brian Campbell

Title: Chief Financial Officer

[Signature Page to Copyright Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Erik Van Vuren
Title: Duly Authorized Signatory

[Signature Page to Copyright Security Agreement]

SCHEDULE I
TO
COPYRIGHT SECURITY AGREEMENT

Copyright Registrations

1. REGISTERED COPYRIGHTS

CREDIT PARTY	REG. NO.	COPYRIGHT TITLE	COUNTRY
Litchfield Industries, Inc.	VA0001099937	32' steel beam hex duo-top.	US
Litchfield Industries, Inc.	VA0001099938	32' steel beam hex duo-top.	US
Litchfield Industries, Inc.	VA0001099939	20' x 64' Pittsburgh hip.	US
Litchfield Industries, Inc.	VA0001099940	16' x 20' steel beam gable with vented roof.	US
Litchfield Industries, Inc.	VA0001099941	32' Pittsburgh vented square.	US
Litchfield Industries, Inc.	VA0001099942	16' steel beam hex.	US
Litchfield Industries, Inc.	VA0001099943	28' steel beam hex, 5:12 pitch.	US
Litchfield Industries, Inc.	VA0001099944	32' steem beam hex.	US
Litchfield Industries, Inc.	VA0001099945	58' steel beam hex.	US
Litchfield Industries, Inc.	VA0001099946	24' steel beam hex.	US
Litchfield Industries, Inc.	VA0001099947	30' x 84' steel beam.	US
Litchfield Industries, Inc.	VA0001099948	30' x 60' steel beam.	US
Litchfield Industries, Inc.	VA0001099949	30' x 44' steel beam.	US
Litchfield Industries, Inc.	VA0001099950	35' steel beam hex.	US
Litchfield Industries, Inc.	VA0001099951	40' x 104' Pittsburgh gable end.	US
Litchfield Industries, Inc.	VA0001099952	40' x 64' Pittsburgh gable end.	US
Litchfield Industries, Inc.	VA0001099953	30' x 44' Pittsburgh gable end.	US
Litchfield Industries, Inc.	VA0001099954	30' x 44' Pittsburgh gable end.	US
Litchfield Industries, Inc.	VA0001099955	20' x 64' Pittsburgh gable end.	US
Litchfield Industries, Inc.	VA0001099956	20' x 44' Pittsburgh gable end.	US
Litchfield Industries, Inc.	VA0001099957	20' x 24' Pittsburgh gable end.	US
Litchfield Industries, Inc.	VA0001099958	16' x 24' Pittsburgh gable end.	US
Litchfield Industries, Inc.	VA0001099959	16' Resorter.	US
Litchfield Industries, Inc.	VA0001099960	16' Resorter.	US
Litchfield Industries, Inc.	VA0001099961	33' laminated octagonal.	US
Litchfield Industries, Inc.	VA0001099962	33' laminated octagonal.	US
Litchfield Industries, Inc.	VA0001099963	24' Pittsburgh vented square.	US
Litchfield Industries, Inc.	VA0001099964	16' Pittsburgh hexagonal.	US
Litchfield Industries, Inc.	VA0001099965	30' x 84' Pittsburgh hip.	US

Litchfield Industries, Inc.	VA0001099966	18' x 30' Pittsburgh hip.	US
Litchfield Industries, Inc.	VA0001099967	30' x 44' Pittsburgh hip.	US
Litchfield Industries, Inc.	VA0001099968	16' Colonial.	US
Litchfield Industries, Inc.	VA0001099969	20' Pittsburgh hexagonal.	US
Litchfield Industries, Inc.	VA0001099970	30' x 64' Pittsburgh hip.	US
Litchfield Industries, Inc.	VA0001099971	36' Pittsburgh octagonal.	US
Litchfield Industries, Inc.	VA0001099972	50' Pittsburgh hexagonal.	US
Litchfield Industries, Inc.	VA0001099973	20' x 28' Pittsburgh hip.	US
Litchfield Industries, Inc.	VA0001099974	16' Pittsburgh octagonal.	US
Litchfield Industries, Inc.	VA0001099975	20' x 54' Pittsburgh hip.	US
Litchfield Industries, Inc.	VA0001099976	20' x 40' Pittsburgh hip.	US
Litchfield Industries, Inc.	VA0001099977	16' Pittsburgh vented square.	US
Litchfield Industries, Inc.	VA0001099978	32' Pittsburgh octagonal.	US
Litchfield Industries, Inc.	VA0001128357	Kiosk.	US
Litchfield Industries, Inc.	VA0001128358	28' Pittsburg octagonal.	US
Litchfield Industries, Inc.	VA0001128359	30' chalet 8:12 pitch.	US
Litchfield Industries, Inc.	VA0001128360	32' hexagonal Pittsburg shelter.	US
Litchfield Industries, Inc.	VA0001128361	24' Pittsburg hexagonal shelter.	US
Litchfield Industries, Inc.	VA0001128362	26' Pittsburg vented square shelter.	US
Litchfield Industries, Inc.	VA0001128363	36' Pittsburg square shelter.	US
Litchfield Industries, Inc.	VA0001128364	32' Pittsburg square shelter.	US
Litchfield Industries, Inc.	VA0001128365	26' Pittsburg square shelter : model 8126.	US
Litchfield Industries, Inc.	VA0001128366	24' Pittsburg square shelter.	US
Litchfield Industries, Inc.	VA0001128367	16'x24' Pittsburg hip shelter.	US
Litchfield Industries, Inc.	VA0001128368	12'x18' Pittsburg hip shelter.	US
Litchfield Industries, Inc.	VA0001128369	20'x24' Pittsburg hip shelter.	US
Litchfield Industries, Inc.	VA0001128370	20'x36' Pittsburg hip shelter.	US
Litchfield Industries, Inc.	VA0001128371	20'x44' Pittsburg hip shelter.	US
Litchfield Industries, Inc.	VA0001128372	12' Pittsburg square shelter.	US
Litchfield Industries, Inc.	VA0001128373	16' Pittsburg square shelter.	US
Litchfield Industries, Inc.	VA0001128374	20' Pittsburg square shelter.	US
Litchfield Industries, Inc.	VA0001128375	20' Pittsburg vented square.	US
Litchfield Industries, Inc.	VA0001128376	20' Pittsburg octagonal shelter.	US
Litchfield Industries, Inc.	VA0001128377	20' Pittsburg octagonal shelter.	US
Litchfield Industries, Inc.	VA0001128378	20' Pittsburg square tri-top shelter.	US
Litchfield Industries, Inc.	VA0001128379	20' Pittsburg square tri-top shelter.	US

Litchfield Industries, Inc.	VA0001128380	24' Pittsburg octagonal duo-top shelter.	US
Litchfield Industries, Inc.	VA0001128381	24' Pittsburg octagonal duo-top shelter.	US
Litchfield Industries, Inc.	VA0001128382	24' octagonal steel beam tri-top shelter.	US
Litchfield Industries, Inc.	VA0001128383	24' octagonal steel beam tri-top shelter.	US
Litchfield Industries, Inc.	VA0001128384	16' Pittsburg Stafford gazebo.	US
Litchfield Industries, Inc.	VA0001128385	16' Pittsburg Stafford gazebo.	US
Litchfield Industries, Inc.	VA0001128386	32' Pittsburg hexagonal duo-top hex shelter.	US
Litchfield Industries, Inc.	VA0001128387	32' Pittsburg hexagonal duo-top hex shelter.	US
Litchfield Industries, Inc.	VA0001128388	32' Pittsburg octagonal duo-top.	US
Litchfield Industries, Inc.	VA0001128389	32' Pittsburg octagonal duo-top.	US
Litchfield Industries, Inc.	VA0001128390	2832' Pittsburg octagonal duo-top.	US
Litchfield Industries, Inc.	VA0001128391	28' Pittsburg octagonal duo-top shelter.	US
Litchfield Industries, Inc.	VA0001128392	12' colonial series gazebo.	US
Litchfield Industries, Inc.	VA0001128393	12' colonial series gazebo.	US
Litchfield Industries, Inc.	VA0001128394	35' Deerfield gazebo.	US
Litchfield Industries, Inc.	VA0001128395	35' Deerfield gazebo.	US
Litchfield Industries, Inc.	VA0001139826	16' Stafford gazebo.	US
Litchfield Industries, Inc.	VA0001139827	16' Stafford gazebo.	US
Litchfield Industries, Inc.	VA0001150125	40' octagonal rainbow arch shelter.	US
Litchfield Industries, Inc.	VA0001150126	24' x 30' Pittsburgh hip shelter.	US
Litchfield Industries, Inc.	VA0001150127	20' x 30' Pittsburgh hip shelter : ser. 8200.	US
Litchfield Industries, Inc.	VA0001150128	18x22 Pittsburgh vented air shelter.	US
Litchfield Industries, Inc.	VA0001150129	14' x 20' Pittsburgh hip shelter.	US
Litchfield Industries, Inc.	VA0001150130	25' New Englander (octagonal) shelter.	US
Litchfield Industries, Inc.	VA0001150131	15' New Englander octagonal shelter.	US
Litchfield Industries, Inc.	VA0001150132	24' octagonal rainbow arch shelter.	US
Litchfield Industries, Inc.	VA0001150133	20' Pittsburgh octagonal duo-top shelter.	US
Litchfield Industries, Inc.	VA0001150134	24' Pittsburgh octagonal shelter.	US
Litchfield Industries, Inc.	VA0001150135	40' steel beam hexagonal shelter.	US
Litchfield Industries, Inc.	VA0001173627	12' square Pittsburgh porta cover shelter.	US
Litchfield Industries, Inc.	VA0001173628	16' x 36' steel beam shelter.	US
Litchfield Industries, Inc.	VA0001173629	20' x 20' steel beam shelter.	US
Litchfield Industries, Inc.	VA0001173630	20' x 28' steel beam shelter.	US
Litchfield Industries, Inc.	VA0001173631	20' x 36' steel beam shelter.	US
Litchfield Industries, Inc.	VA0001173632	20' x 44' steel beam shelter.	US
Litchfield Industries, Inc.	VA0001173633	24' x 36' steel beam shelter.	US

Litchfield Industries, Inc.	VA0001173634	24' x 44' steel beam gable shelter.	US
Litchfield Industries, Inc.	VA0001173703	30' X 36' steel beam shelter.	US
Litchfield Industries, Inc.	VA0001173704	30' X 52' steel beam shelter.	US
Litchfield Industries, Inc.	VA0001173705	30' X 68' steel beam shelter.	US
Litchfield Industries, Inc.	VA0001173706	30' X 76' steel beam shelter.	US
Litchfield Industries, Inc.	VA0001173707	60' X 80' Pittsburgh vented stretched octagonal shelter.	US
Litchfield Industries, Inc.	VA0001173708	6'X 12' pedestrian shelter.	US
Litchfield Industries, Inc.	VA0001187876	Pittsburgh hexagonal duo--top shelter : model 8028D.	US
Litchfield Industries, Inc.	VA0001187877	[22' Laminated octagonal]	US
Litchfield Industries, Inc.	VA0001187878	22' Octagonal laminated shelter.	US
Litchfield Industries, Inc.	VA0001187879	30' x 50' Laminated "stretched" hexagonal shelter.	US
Litchfield Industries, Inc.	VA0001187880	40' x 20' Laminated waved band shelter.	US
Litchfield Industries, Inc.	VA0001187881	[40' x 20' Laminated wave band]	US
Litchfield Industries, Inc.	VA0001187882	14' Kingsford gazebo : ser. 7814.	US
Litchfield Industries, Inc.	VA0001187884	40' Pittsburgh octagonal shelter.	US
Litchfield Industries, Inc.	VA0001189973	28' Pittsburgh hexagonal duo-top.	US
Litchfield Industries, Inc.	VA0001189974	[30' x 50' laminated "stretched" hex with vent]	US
Litchfield Industries, Inc.	VA0001189975	[14' Kingsford]	US
Litchfield Industries, Inc.	VA0001201286	16'x20' vented laminated curved beam shelter.	US
Litchfield Industries, Inc.	VA0001201287	16'x20' vented laminated curved beam shelter.	US
Litchfield Industries, Inc.	VA0001216859	45' laminated octagonal shelter.	US
Litchfield Industries, Inc.	VA0001256923	28' Pittsburgh Kingsford.	US
Litchfield Industries, Inc.	VA0001256924	28' Pittsburgh Kingsford.	US
Litchfield Industries, Inc.	VA0001256925	32' Pittsburgh Stafford.	US
Litchfield Industries, Inc.	VA0001256926	32' Pittsburgh Stafford.	US
Litchfield Industries, Inc.	VA0001256927	24' Pittsburgh Stafford.	US
Litchfield Industries, Inc.	VA0001256928	24' Pittsburgh Stafford.	US
Litchfield Industries, Inc.	VA0001256929	18'6" Brentwood.	US
Litchfield Industries, Inc.	VA0001256930	18'6" Brentwood.	US
Litchfield Industries, Inc.	VA0001306641	20' laminated square.	US
Litchfield Industries, Inc.	VA0001311052	8' x 8' Eurbana transit shelter.	US
Litchfield Industries, Inc.	VA0001311053	24' x 44' Pittsburgh gable end with BBQ cap.	US
Litchfield Industries, Inc.	VA0001311054	30' x 68' Laminated "stretched" hex with vent.	US

Litchfield Industries, Inc.	VA0001311055	40' Steel beam hex duo-top.	US
Litchfield Industries, Inc.	VA0001311056	50' Pittsburgh hex duo-top.	US
Litchfield Industries, Inc.	VA0001311057	48' Pittsburgh hexagonal duo-top.	US
Litchfield Industries, Inc.	VA0001311058	16' Laminated square.	US
Litchfield Industries, Inc.	VA0001311059	20' Square solid arch.	US
Litchfield Industries, Inc.	VA0001311060	40' Pittsburgh square.	US
Litchfield Industries, Inc.	VA0001311061	20' Laminated octagonal.	US
Litchfield Industries, Inc.	VA0001311062	30' x 44' Rectangular solid arch.	US
Litchfield Industries, Inc.	VA0001322230	18' Pittsburgh coastal series.	US
Litchfield Industries, Inc.	VA0001322231	18' Pittsburgh coastal series.	US
Litchfield Industries, Inc.	VA0001322232	20' pagoda.	US
Litchfield Industries, Inc.	VA0001322233	20' pagoda.	US
Litchfield Industries, Inc.	VA0001322234	28' Pittsburgh triangular duo top.	US
Litchfield Industries, Inc.	VA0001322235	28' Pittsburgh triangular duo top.	US
Litchfield Industries, Inc.	VA0001322236	24' radius pergola.	US
Litchfield Industries, Inc.	VA0001322237	24' radius pergola.	US
Litchfield Industries, Inc.	VA0001322238	18' Pittsburgh kingsford.	US
Litchfield Industries, Inc.	VA0001322239	18' Pittsburgh kingsford.	US
Litchfield Industries, Inc.	VA0001322240	20' prairie pavillion duo top.	US
Litchfield Industries, Inc.	VA0001322241	20' prairie pavillion duo top.	US
Litchfield Industries, Inc.	VA0001322242	30' x 44' Pittsburgh hip vented roof.	US
Litchfield Industries, Inc.	VA0001322243	30' x 44' Pittsburgh hip vented roof.	US
Litchfield Industries, Inc.	VA0001322244	36' rainbow band.	US
Litchfield Industries, Inc.	VA0001322245	36' rainbow band.	US
Litchfield Industries, Inc.	VA0001322246	39' x 29'2" laminated wave band.	US
Litchfield Industries, Inc.	VA0001322247	39' x 29'2" laminated wave band.	US
Litchfield Industries, Inc.	VA0001340423	65' magical midway carousel house.	US
Litchfield Industries, Inc.	VA0001340424	24' hexagonal Pittsburgh duo-top shelter.	US
Litchfield Industries, Inc.	VA0001340425	40' Pittsburgh hexagonal duo-top shelter.	US
Litchfield Industries, Inc.	VA0001340426	40' x 60' laminated solid arch shelter.	US
Litchfield Industries, Inc.	VA0001340427	40' square steel beam shelter : no. 7640.	US
Litchfield Industries, Inc.	VA0001340428	38' laminated octagonal shelter.	US
Litchfield Industries, Inc.	VA0001340429	40' square solid arch shelter.	US
Litchfield Industries, Inc.	VA0001340430	35' hexagonal solid arch shelter.	US

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2. COPYRIGHT APPLICATIONS

None.

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