

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369683

|  |                                     |  |                                     |
|--|-------------------------------------|--|-------------------------------------|
| <b>SUBMISSION TYPE:</b>                              | NEW ASSIGNMENT                      |  |                                     |
| <b>NATURE OF CONVEYANCE:</b>                         | SECURITY INTEREST                   |  |                                     |
| <b>CONVEYING PARTY DATA</b>                          |                                     |  |                                     |
| <b>Name</b>  | <b>Formerly</b>                     | <b>Execution Date</b>                    | <b>Entity Type</b>                  |
| Backyard Products, LLC                               |                                     | 01/15/2016                               | LIMITED LIABILITY COMPANY: DELAWARE |
| Backyard Storage Solutions, LLC                      |                                     | 01/15/2016                               | LIMITED LIABILITY COMPANY: DELAWARE |
| Backyard Services, LLC                               |                                     | 01/15/2016                               | LIMITED LIABILITY COMPANY: DELAWARE |
| Backward Play Systems, LLC                           |                                     | 01/15/2016                               | LIMITED LIABILITY COMPANY: DELAWARE |
| Backyard Services Canada, LLC                        |                                     | 01/15/2016                               | LIMITED LIABILITY COMPANY: DELAWARE |
| Backyard Kids, LLC                                   |                                     | 01/15/2016                               | LIMITED LIABILITY COMPANY: DELAWARE |
| Backyard Swing-N-Slide Play Systems, LLC             |                                     | 01/15/2016                               | LIMITED LIABILITY COMPANY: DELAWARE |
| Backyard Swing-N-Slide Play Systems Real Estate, LLC |                                     | 01/15/2016                               | LIMITED LIABILITY COMPANY: DELAWARE |
| Backyard DISC Company, Inc.                          |                                     | 01/15/2016                               | CORPORATION: MICHIGAN               |
| Backyard Products Canada Co.                         |                                     | 01/15/2016                               | CORPORATION: CANADA                 |
| <b>RECEIVING PARTY DATA</b>                          |                                     |  |                                     |
| <b>Name:</b>   | Cyprium Investors IV AIV I, LP      |  |                                     |
| <b>Street Address:</b>                               | c/o Cyprium Investment Partners LLC |  |                                     |
| <b>Internal Address:</b>                             | 200 Public Square, Suite 2020       |  |                                     |
| <b>City:</b>   | Cleveland                           |  |                                     |
| <b>State/Country:</b>                                | OHIO                                |  |                                     |
| <b>Postal Code:</b>                                  | 44114                               |  |                                     |
| <b>Entity Type:</b>                                  | LIMITED PARTNERSHIP: DELAWARE       |  |                                     |
| <b>PROPERTY NUMBERS Total: 26</b>                    |                                     |  |                                     |
| <b>Property Type</b>                                 | <b>Number</b>                       | <b>Word Mark</b>                         |                                     |
| <b>Registration Number:</b>                          | 3380197                             | HANDY HOME PRODUCTS                      |                                     |
| <b>Registration Number:</b>                          | 3364368                             | HANDY HOME PRODUCTS IT'S EASY...IT'S HAN |                                     |
| <b>Registration Number:</b>                          | 3510518                             | YARDLINE                                 |                                     |

CH \$665.00 3380197

| Property Type        | Number   | Word Mark                         |
|----------------------|----------|-----------------------------------|
| Registration Number: | 3510517  | YARDLINE GREAT IDEAS MADE SIMPLE  |
| Registration Number: | 3733394  | SHEDMASTER                        |
| Registration Number: | 3733393  | SHEDMASTER                        |
| Registration Number: | 4022724  | COLONY BAY                        |
| Registration Number: | 3828704  | HEARTLAND PLAY SYSTEMS            |
| Registration Number: | 2929477  | KID'S CREATIONS                   |
| Registration Number: | 3419163  | YARDLINE PLAY SYSTEMS             |
| Registration Number: | 4336013  | BACKYARD KIDS                     |
| Registration Number: | 4460954  | SCOUT                             |
| Registration Number: | 3231526  | BUILD AND PLAY IN ONE DAY!        |
| Registration Number: | 2209296  | DISCOVERY MOUNTAIN                |
| Registration Number: | 3411143  | NO-CUT                            |
| Registration Number: | 2501514  | TUFF KIDS                         |
| Registration Number: | 1905747  | TURBO TUBE SLIDE                  |
| Registration Number: | 4771618  | AMERICA'S #1 BACKYARD BUILDER     |
| Registration Number: | 4771615  | AMERICA'S #1 BACKYARD BUILDER     |
| Registration Number: | 4730416  | BACKYARD BUILDINGS AND MORE       |
| Serial Number:       | 86281324 | BACKYARD PLAY SYSTEMS             |
| Serial Number:       | 86281005 | BACKYARD PRODUCTS                 |
| Registration Number: | 4730419  | EZ FRAME                          |
| Serial Number:       | 86281418 | SHED LIQUIDATORS                  |
| Registration Number: | 4745356  | SWINGSET LIQUIDATORS              |
| Registration Number: | 4791645  | YOUR SOLUTION TO GARAGE POLLUTION |

**CORRESPONDENCE DATA**

Fax Number: 2166960740

*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: 216-861-7184

Email: bbulson@bakerlaw.com

Correspondent Name: Brian Bulson

Address Line 1: Key Tower, 127 Public Square

Address Line 2: Suite 2000

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 44513.000013

NAME OF SUBMITTER: Brian Bulson

SIGNATURE: /bb/

DATE SIGNED: 01/19/2016

Total Attachments: 8

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## **PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) is entered into as of January 15, 2016 by Backyard Products, LLC, a Delaware limited liability company (“*Borrower*”), Backyard Storage Solutions, LLC, a Delaware limited liability company, Backyard Services, LLC, a Delaware limited liability company, Backyard Play Systems, LLC, a Delaware limited liability company, Backyard Services Canada, LLC, a Delaware limited liability company, Backyard Kids, LLC, a Delaware limited liability company, Backyard Swing-N-Slide Play Systems, LLC, a Delaware limited liability company, Backyard Swing-N-Slide Play Systems Real Estate, LLC, a Delaware limited liability company, Backyard DISC Company, Inc., a Michigan corporation, and Backyard Products Canada Co., a Canadian corporation (together with the Borrower, collectively, the “*Grantors*”), in favor of Cyprum Investors IV AIV I, LP, a Delaware limited partnership (the “*Lender*”).

### **Recitals**

A. The Borrower, the other Loan Parties from time to time party thereto, and the Lender have entered into a Senior Subordinated Second Lien Credit Agreement dated on or about the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the “*Credit Agreement*”), pursuant to which the Lender has made available to the Borrower credit facilities.

B. In connection with the Credit Agreement, the Grantors and the Lender have entered into a Pledge and Security Agreement dated on or about the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the “*Security Agreement*”), pursuant to which certain Secured Obligations owed to the Lender are secured. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Lender this Agreement.

### **Agreement**

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents, each Grantor hereby grants to the Lender to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) any and all patents registrations and patent applications, including, without limitation, each patent and patent application referred to in Schedule 1 attached hereto, together with any renewal thereof;
- (2) all products and proceeds of the foregoing, including, without limitation, any and all claims by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 attached hereto and any patent issued pursuant to a patent application referred to in Schedule 1 attached hereto (items 1 and 2 being herein collectively referred to as the “*Patent Collateral*”);

- (3) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (4) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 2 attached hereto and any trademark issued pursuant to a trademark application referred to in Schedule 2 attached hereto (items 3 and 4 being herein collectively referred to as the “**Trademark Collateral**”).

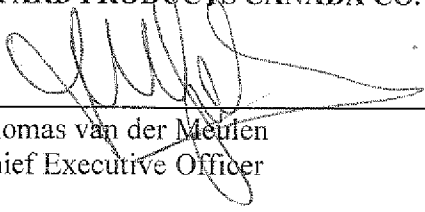
The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral and Trademark Collateral made and granted hereby 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern. Notwithstanding anything herein to the contrary, the security interests granted to the Lender under this Agreement and the other Loan Documents and the exercise of the rights and remedies of the parties hereunder and under any other Loan Document are subject to the provisions of the Subordination Agreement. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, each Grantor has executed this Agreement as of the date first set forth above.

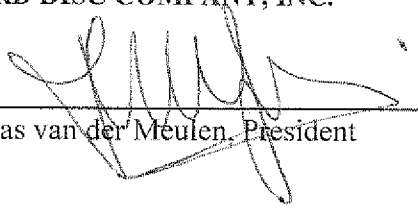
BACKYARD PRODUCTS, LLC  
BACKYARD STORAGE SOLUTIONS, LLC  
BACKYARD SERVICES, LLC  
BACKYARD PLAY SYSTEMS, LLC  
BACKYARD SERVICES CANADA, LLC  
BACKYARD KIDS, LLC  
BACKYARD SWING-N-SLIDE PLAY  
SYSTEMS, LLC  
BACKYARD SWING-N-SLIDE PLAY  
SYSTEMS REAL ESTATE, LLC  
BACKYARD PRODUCTS CANADA CO.

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

  
Thomas van der Meulen  
Chief Executive Officer

BACKYARD DISC COMPANY, INC.

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

  
Thomas van der Meulen, President

Acknowledged and Agreed:

**CYPRIMUM INVESTORS IV AIV I LP**

By: CYPRIMUM MANAGEMENT LLC, its General Partner

By: CYPRIMUM INVESTMENT PARTNERS LLC, its Manager

\_\_\_\_\_  
By: Beth A. Haas  
Title: Authorized Signer

SIGNATURE PAGE TO  
PATENT AND TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005712 FRAME: 0025**

IN WITNESS WHEREOF, each Grantor has executed this Agreement as of the date first set forth above.

BACKYARD PRODUCTS, LLC  
BACKYARD STORAGE SOLUTIONS, LLC  
BACKYARD SERVICES, LLC  
BACKYARD PLAY SYSTEMS, LLC  
BACKYARD SERVICES CANADA, LLC  
BACKYARD KIDS, LLC  
BACKYARD SWING-N-SLIDE PLAY  
SYSTEMS, LLC  
BACKYARD SWING-N-SLIDE PLAY  
SYSTEMS REAL ESTATE, LLC  
BACKYARD PRODUCTS CANADA CO.

By: \_\_\_\_\_  
Thomas van der Meulen  
Chief Executive Officer

BACKYARD DISC COMPANY, INC.

By: \_\_\_\_\_  
Thomas van der Meulen, President

Acknowledged and Agreed:

**CYPRIMUM INVESTORS IV AIV I LP**

By: CYPRIMUM MANAGEMENT LLC, its General Partner

By: CYPRIMUM INVESTMENT PARTNERS LLC, its Manager

  
By: Beth A. Haas  
Title: Authorized Signer

SIGNATURE PAGE TO  
PATENT AND TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005712 FRAME: 0026**

**Schedule 1 – Patent Collateral**

| <b>Loan Party</b>      | <b>Registration Number</b> | <b>Country</b> | <b>Title</b>  | <b>Status</b> |
|------------------------|----------------------------|----------------|---|---------------|
| Backyard Products, LLC | 8,225,575                  | U.S.           | Brackets and Bracket System for Assembling Playground Equipment | Registered    |
| Backyard Products, LLC | 7,827,757                  | U.S.           | Brackets and Bracket System for Assembling Playground Equipment | Registered    |
| Backyard Products, LLC | 7,712,283                  | U.S.           | Brackets and Bracket System for Assembling Playground Equipment | Registered    |
| Backyard Products, LLC | 8540201                    | U.S.           | Brackets and Bracket System for Assembling Playground Equipment | Registered    |
| Backyard Products, LLC | App. No. 12/750,178        | U.S.           | Brackets and Bracket System for Assembling Playground Equipment | Published     |
| Backyard Products, LLC | 2799522                    | Canada         | Brackets and Bracket System for Assembling Playground Equipment | Pending       |
| Backyard Products, LLC | 2799251                    | Canada         | Brackets and Bracket System for Assembling Playground Equipment | Registered    |

SCHEDULES TO  
PATENT AND TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005712 FRAME: 0027**



| <b>Loan Party</b>      | <b>Registration Number</b> | <b>Country</b> | <b>Title</b>  | <b>Status</b> |
|------------------------|----------------------------|----------------|---|---------------|
| Backyard Products, LLC | 2531402                    | Canada         | Brackets and Bracket System for Assembling Playground Equipment | Pending       |

**Schedule 2 – Trademark Collateral**

| <b>Trademark</b>                         | <b>Country</b> | <b>Loan Party</b>                        | <b>Registration / Serial Number (or Application Number)</b> |
|--|----------------|--|---|
| Heartland                                | U.S.           | Backyard Storage Solutions, LLC          | Proposed  |
| Heartland America's #1 Backyard Builder  | U.S.           | Backyard Storage Solutions, LLC          | Proposed  |
| Handy Home Products                      | U.S.           | Backyard Storage Solutions, LLC          | 3,380,197   |
| HANDY HOME PRODUCTS IT'S EASY—IT'S HANDY | U.S.           | Backyard Storage Solutions, LLC          | 3,364,368   |
| YardLine                                 | U.S.           | Backyard Storage Solutions, LLC          | 3,510,518   |
| YardLine GREAT IDEAS MADE SIMPLE         | U.S.           | Backyard Storage Solutions, LLC          | 3,510,517   |
| Shedmaster                               | U.S.           | Backyard Storage Solutions, LLC          | 3,733,394   |
| Shedmaster                               | U.S.           | Backyard Storage Solutions, LLC          | 3,733,393   |
| Colony Bay                               | U.S.           | Backyard Products, LLC                   | 4,022,724   |
| Heartland Play Systems                   | U.S.           | Backyard Play Systems, LLC               | 3,828,704   |
| Kid's Creations                          | U.S.           | Backyard Kids, LLC                       | 2,929,477   |
| Yardline Play Systems                    | U.S.           | Backyard Storage Solutions, LLC          | 3,419,163   |
| Backyard Kids                            | U.S.           | Backyard Kids, LLC                       | 4,336,013   |
| Scout                                    | U.S.           | Backyard Swing-N-Slide Play Systems, LLC | 4,460,954   |
| Build and Play in One Day!               | U.S.           | Backyard Swing-N-Slide Play Systems, LLC | 3,231,526   |
| Discovery Mountain                       | U.S.           | Backyard Swing-N-Slide Play Systems, LLC | 2,209,296   |
| No-Cut                                   | U.S.           | Backyard Swing-N-Slide Play Systems, LLC | 3,411,143   |
| Tuff Kids                                | U.S.           | Backyard Swing-N-Slide Play Systems, LLC | 2,501,514   |
| Turbo Tube Slide                         | U.S.           | Backyard Swing-N-Slide Play Systems, LLC | 1,905,747   |
| Swing-N-Slide                            | Mexico         | Backyard Swing-N-Slide Play Systems, LLC | 490518  |

| <b>Trademark</b>                     | <b>Country</b> | <b>Loan Party</b>               | <b>Registration / Serial Number (or Application Number)</b> |
|--------------------------------------|----------------|---------------------------------|---|
| America's #1 Backyard Builder        | U.S.           | Backyard Storage Solutions, LLC | 4,771,618   |
| America's #1 Backyard Builder        | U.S.           | Backyard Storage Solutions, LLC | 4,771,615   |
| Backyard Buildings and More 7 Design | U.S.           | Backyard Storage Solutions, LLC | 4,730,416   |
| Backyard Play Systems                | U.S.           | Backyard Play Systems, LLC      | 86/281324 (pending)   |
| Backyard Products                    | U.S.           | Backyard Storage Solutions, LLC | 86/281005 (pending)   |
| EZ Frame                             | U.S.           | Backyard Storage Solutions, LLC | 4,730,419   |
| Shed Liquidators                     | U.S.           | Backyard Storage Solutions, LLC | 86/281,418 (pending)  |
| Swingset Liquidators                 | U.S.           | Backyard Storage Solutions, LLC | 4,745,356   |
| Your Solution to Garage Pollution    | U.S.           | Backyard Storage Solutions, LLC | 4,791,645   |