

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Step2 Company, LLC		10/18/2016	Limited Liability Company: DELAWARE
Backyard Leisure Intermediate Holdings, LLC		10/18/2016	Limited Liability Company: DELAWARE
Backyard Leisure Intermediate Parent, LLC		10/18/2016	Limited Liability Company: DELAWARE
Backyard Adventures, LLC		10/18/2016	Limited Liability Company: DELAWARE
Backyard Leisure Holdings, LLC		10/18/2016	Limited Liability Company: DELAWARE
Classic Manor Builders, LLC		10/18/2016	Limited Liability Company: DELAWARE
Home Brands, LLC		10/18/2016	Limited Liability Company: DELAWARE
Installations, LLC		10/18/2016	Limited Liability Company: DELAWARE
Leisure Time Products, LLC		10/18/2016	Limited Liability Company: DELAWARE
ST2 Buyer, LLC		10/18/2016	Limited Liability Company: DELAWARE
Step2 Direct, LLC		10/18/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	100 Park Avenue		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	2720119	ADVENTURE PLAYSETS	

OP \$890.00 2720119

Property Type	Number	Word Mark
Registration Number:	2438052	BACKYARD ADVENTURES
Registration Number:	4037458	BACKYARD ADVENTURES
Registration Number:	3808014	BACKYARD BOTANICAL
Registration Number:	4142975	BACKYARD DISCOVERY
Registration Number:	4129244	BACKYARD DISCOVERY
Registration Number:	3745356	EXPEDITION
Registration Number:	4706655	GOCONFIGURE
Registration Number:	4706658	
Registration Number:	2345991	JURASSIC
Registration Number:	4949252	LEISURE TIME PRODUCTS
Registration Number:	4706656	PUTTING IT ALL TOGETHER FOR YOU
Registration Number:	3857549	QUARRY CLIMBERS
Registration Number:	3935365	SAFE-T-FUSE
Registration Number:	3935364	SAFE-T-FUSE
Registration Number:	2964707	SHEDS USA DELIVERED BUILT GUARANTEED
Registration Number:	4396497	SOUNDS LIKE FUN
Registration Number:	3699528	SUPER SAFE SPEEDY SLIDE
Registration Number:	4433336	YARD BUILT
Registration Number:	2831220	
Registration Number:	2732991	MAILMASTER
Registration Number:	2753886	NATURALLY PLAYFUL
Registration Number:	1892697	STEP 2
Registration Number:	1705038	STEP 2
Registration Number:	1756878	STEP 2
Registration Number:	1877170	STEP 2
Registration Number:	4492082	STEP2
Registration Number:	4380541	STEP2 HOME
Registration Number:	4380542	STEP2 HOME
Registration Number:	4302731	STEP2 LIVING
Serial Number:	86858714	CLASSIC MANOR
Serial Number:	86858816	CLASSIC MANOR BUILDERS
Serial Number:	86858905	CLASSIC MANOR BUILDERS
Serial Number:	86968947	
Serial Number:	86128502	NORTH COAST OUTDOOR

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

TRADEMARK

REEL: 005904 FRAME: 0685

Phone: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F166076

NAME OF SUBMITTER: Andrew Nash

SIGNATURE: /Andrew Nash/

DATE SIGNED: 10/19/2016

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 18th day of October, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 18, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Backyard Leisure Intermediate Parent, LLC, as parent ("Parent"), The Step2 Company, LLC, Step2 Direct, LLC, Backyard Leisure Holdings, LLC, Backyard Adventures, LLC, Classic Manor Builders, LLC, Home Brands, LLC, Installations, LLC, and Leisure Time Products, LLC as borrowers (each individually, a "Borrower", and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns, in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), the Lender Group has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of October 18, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

provided, that, notwithstanding anything herein to the contrary, in no event shall Trademark Collateral include any Excluded Assets.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor. Upon payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, the Security Interest granted hereby, shall automatically terminate and all rights to the Collateral shall revert to Grantors or any other Person entitled thereto. Upon payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, the Guaranty made and the Security Interest granted hereby, shall terminate and all rights to the Collateral shall revert to Grantors or any other Person entitled thereto.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement.

Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

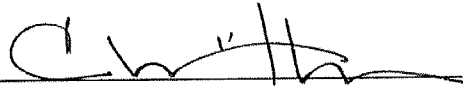
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature pages follow]

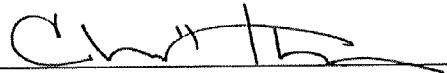
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

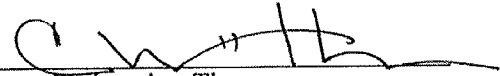
BACKYARD LEISURE INTERMEDIATE PARENT,
LLC

By: 
Name: Christopher Thomas
Title: Vice President

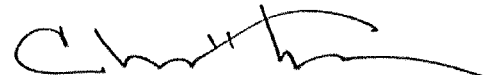
ST2 BUYER, LLC

By: 
Name: Christopher Thomas
Title: Vice President

BACKYARD LEISURE INTERMEDIATE
HOLDINGS, LLC

By: 
Name: Christopher Thomas
Title: Vice President

BACKYARD LEISURE HOLDINGS, LLC

By: 
Name: Christopher Thomas
Title: Vice President

THE STEP2 COMPANY, LLC

By: _____
Name: William Daw
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BACKYARD LEISURE INTERMEDIATE PARENT,
LLC

By: _____
Name: Christopher Thomas
Title: Vice President

ST2 BUYER, LLC

By: _____
Name: Christopher Thomas
Title: Vice President

BACKYARD LEISURE INTERMEDIATE
HOLDINGS, LLC

By: _____
Name: Christopher Thomas
Title: Vice President

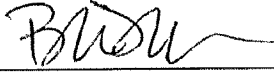
BACKYARD LEISURE HOLDINGS, LLC

By: _____
Name: Christopher Thomas
Title: Vice President

THE STEP2 COMPANY, LLC

By: 
Name: William Daw
Title: Chief Financial Officer

STEP2 DIRECT, LLC

By: 
Name: William Daw
Title: Chief Financial Officer

BACKYARD ADVENTURES, LLC

By: _____
Name: Cody Fox
Title: Chief Financial Officer

LEISURE TIME PRODUCTS, LLC

By: _____
Name: Cody Fox
Title: Chief Financial Officer

HOME BRANDS, LLC

By: _____
Name: Cody Fox
Title: Chief Financial Officer

INSTALLATIONS, LLC

By: _____
Name: Cody Fox
Title: Chief Financial Officer


CLASSIC MANOR BUILDERS, LLC

By: _____
Name: Cody Fox
Title: Chief Financial Officer

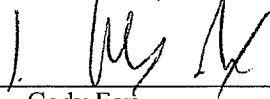
STEP2 DIRECT, LLC

By: _____
Name: William Daw
Title: Chief Financial Officer

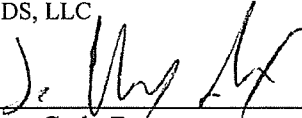
BACKYARD ADVENTURES, LLC

By: 
Name: Cody Fox
Title: Chief Financial Officer

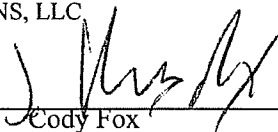
LEISURE TIME PRODUCTS, LLC

By: 
Name: Cody Fox
Title: Chief Financial Officer

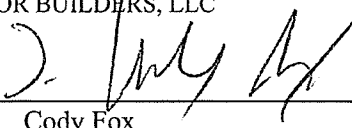
HOME BRANDS, LLC

By: 
Name: Cody Fox
Title: Chief Financial Officer

INSTALLATIONS, LLC

By: 
Name: Cody Fox
Title: Chief Financial Officer

CLASSIC MANOR BUILDERS, LLC

By: 
Name: Cody Fox
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

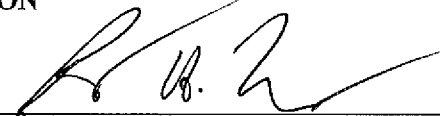
AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By:

Name:

Title:


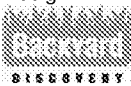


Robert H. Milhorat

Director


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT





Trademarks¹



Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
BACKYARD BOTANICAL	Australia	1333413 11/24/2009	1333413 7/5/2010	Backyard Leisure Holdings, LLC
BACKYARD BUILDERS	Australia	1224287 2/12/2008	1224287 6/16/2008	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY	Australia	1333412 11/24/2009	1333412 11/1/2010	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY and Design 	Australia	1393841 11/9/2010	1393841 3/24/2011	Backyard Leisure Holdings, LLC
CREATE-N-ADVENTURE	Australia	1223913 2/11/2008	1223913 6/16/2008	Backyard Leisure Holdings, LLC
LEISURE TIME PRODUCTS	Australia International Register	1283986 8/28/2015	1283986 8/28/2015	Backyard Leisure Holdings, LLC
SUPER SAFE SPEEDY SLIDE	Australia	1223920 2/11/2008	1223920 6/16/2008	Backyard Leisure Holdings, LLC
ADVENTURE PLAYSETS	Canada	1134646 3/19/2002	TMA637464 4/15/2005	Backyard Leisure Holdings, LLC
BACKYARD ADVENTURES	Canada	1134647 3/19/2002	TMA587597 8/20/2003	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY	Canada	1264327 7/11/2005	TMA679362 1/12/2007	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY	Canada	1460145 11/23/2009	TMA836805 11/21/2012	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY and Design 	Canada	1503035 11/8/2010	TMA865536 11/20/2013	Backyard Leisure Holdings, LLC
LEISURE TIME PRODUCTS	Canada	1744010 8/31/2015	—	Backyard Leisure Holdings, LLC
SOUNDS LIKE FUN	Canada	1503036 11/8/2010	TMA864683 11/8/2013	Backyard Leisure Holdings, LLC

¹ NOTE: The records in certain intellectual property offices may reflect the predecessor entity, Backyard Leisure Holdings, Inc. or Installations, Inc., as the current owner of record.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
SUPER SAFE SPEEDY SLIDE	Canada	1382718 2/8/2008	TMA748773 9/28/2009	Backyard Leisure Holdings, LLC
ADVENTURE PLAYSETS	China	6643240 4/7/2008	6643240 7/21/2010	Backyard Leisure Holdings, LLC
BACKYARD ADVENTURES	China	11588690 10/11/2012	11588690 4/7/2014	Backyard Leisure Holdings, LLC
BACKYARD BOTANICAL	China	7883290 12/3/2009	7883290 8/14/2011	Backyard Leisure Holdings, LLC
BACKYARD BUILDERS	China	6555905 2/18/2008	6555905 3/28/2010	Backyard Leisure Holdings, LLC
BACKYARD BUILDERS	China	6555906 2/18/2008	6555906 7/7/2010	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY	China	4861999 8/29/2005	4861999 8/14/2008	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY	China	4862018 8/29/2005	4862018 5/7/2009	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY	China	7883289 12/3/2009	7883289 8/14/2011	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY	China	7883288 12/3/2009	7883288 9/7/2012	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY	China	4862017 8/29/2005	4862017 1/21/2009	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY	China	4861996 8/29/2005	4861996 1/21/2009	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY	China	4861995 8/29/2005	4861995 4/28/2009	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY	China	7883287 12/3/2009	7883287 2/21/2012	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY	China	4861994 8/29/2005	4861994 3/7/2009	Backyard Leisure Holdings, LLC
BACKYARD LEISURE	China	6555909 2/18/2008	6555909 3/28/2010	Backyard Leisure Holdings, LLC
BACKYARD LEISURE	China	6555910 2/18/2008	—	Backyard Leisure Holdings, LLC
CREATE-N-ADVENTURE	China	6555907 2/18/2008	6555907 3/28/2010	Backyard Leisure Holdings, LLC
CREATE-N-ADVENTURE	China	6555908 2/18/2008	6555908 7/7/2010	Backyard Leisure Holdings, LLC
SUPER SAFE SPEEDY SLIDE	China	6555911 2/18/2008	—	Backyard Leisure Holdings, LLC
BACKYARD ADVENTURES	European Community	2620615 3/18/2002	2620615 9/23/2003	Backyard Leisure Holdings, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
BACKYARD BOTANICAL	European Community	8706186 11/23/2009	8706186 5/24/2010	Backyard Leisure Holdings, LLC
BACKYARD BUILDERS	European Community	6657738 2/11/2008	6657738 1/21/2009	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY	European Community	8706152 11/23/2009	8706152 6/2/2010	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY and Design 	European Community	9507121 11/9/2010	9507121 4/26/2011	Backyard Leisure Holdings, LLC
CREATE N-ADVENTURE	European Community	6656301 2/8/2008	6656301 1/21/2009	Backyard Leisure Holdings, LLC
LEISURE TIME PRODUCTS	International Register	1283986 8/28/2015	1283986 8/28/2015	Backyard Leisure Holdings, Inc.
ADVENTURE PLAYSETS	Mexico	554381 7/1/2002	783851 3/20/2003	Backyard Leisure Holdings, LLC
BACKYARD ADVENTURES	Mexico	554380 7/1/2002	783850 3/20/2003	Backyard Leisure Holdings, LLC
BACKYARD BOTANICAL	Mexico	1051233 12/1/2009	1180707 9/24/2010	Backyard Leisure Holdings, LLC
BACKYARD BUILDERS	Mexico	914712 2/18/2008	1089212 3/11/2009	Backyard Leisure Holdings, LLC
BACKYARD BUILDERS	Mexico	914711 2/18/2008	1119714 9/8/2009	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY	Mexico	1051238 12/1/2009	1185001 10/20/2010	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY	Mexico	1051237 12/1/2009	1185435 10/22/2010	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY	Mexico	1051235 12/1/2009	1187524 10/29/2010	Backyard Leisure Holdings, LLC
BACKYARD LEISURE	Mexico	914715 2/18/2008	1095510 4/20/2009	Backyard Leisure Holdings, LLC
CREATE-N-ADVENTURE	Mexico	914717 2/18/2008	1089938 3/17/2009	Backyard Leisure Holdings, LLC
CREATE-N-ADVENTURE	Mexico	914716 2/18/2008	1073896 11/26/2008	Backyard Leisure Holdings, LLC
LEISURE TIME PRODUCTS	Mexico International Register	1283986 8/28/2015	—	Backyard Leisure Holdings, LLC.
ADVENTURE PLAYSETS	U.S.	78/084540 9/19/2001	2720119 5/27/2003	Backyard Leisure Holdings, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
BACKYARD ADVENTURES	U.S.	75/713285 5/24/1999	2438052 3/27/2001	Backyard Leisure Holdings, LLC
BACKYARD ADVENTURES and Design 	U.S.	85/135939 9/22/2010	4037458 10/11/2011	Backyard Leisure Holdings, LLC
BACKYARD BOTANICAL	U.S.	77/687696 3/10/2009	3808014 6/22/2010	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY	U.S.	77/687701 3/10/2009	4142975 5/15/2012	Backyard Leisure Holdings, LLC
BACKYARD DISCOVERY and Design 	U.S.	85/047633 5/25/2010	4129244 4/17/2012	Backyard Leisure Holdings, LLC
CLASSIC MANOR	U.S.	86858714 12/28/2015	—	Home Brands, Inc.
CLASSIC MANOR BUILDERS	U.S.	86858816 12/28/2015	—	Home Brands, Inc.
CLASSIC MANOR BUILDERS & DESIGN 	U.S.	86858905 12/28/2015	—	Home Brands, Inc.
EXPEDITION	U.S.	77/639327 12/23/2008	3745356 2/2/2010	Backyard Leisure Holdings, LLC
GOCONFIGURE	U.S.	86/191389 2/12/2014	4706655 3/24/2015	Installations, LLC
Installations Inc. Logo Design 	U.S.	86/191424 2/12/2014	4706658 3/24/2015	Installations, LLC
JURASSIC	U.S.	75/408233 12/19/1997	2345991 4/25/2000	Backyard Leisure Holdings, LLC
LEISURE TIME PRODUCTS	U.S.	86/559712 3/10/2015	4949252 5/3/2016	Backyard Leisure Holdings, LLC
PUTTING IT ALL TOGETHER FOR YOU	U.S.	86/191405 2/12/2014	4706656 3/24/2015	Installations, LLC
QUARRY CLIMBERS	U.S.	77/633132 12/15/2008	3857549 10/5/2010	Backyard Leisure Holdings, LLC
SAFE-T-FUSE	U.S.	77/883034 12/1/2009	3935365 3/22/2011	Backyard Leisure Holdings, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
SAFE-T-FUSE and Design 	U.S.	77/883030 12/1/2009	3935364 3/22/2011	Backyard Leisure Holdings, LLC
SHEDS USA DELIVERED BUILT GUARANTEED and Design 	U.S.	76/574417 2/6/2004	2964707 7/5/2005	Home Brands, LLC
SOUNDS LIKE FUN	U.S.	85/035588 5/11/2010	4396497 9/3/2013	Backyard Leisure Holdings, LLC
SUPER SAFE SPEEDY SLIDE	U.S.	77/290248 9/27/2007	3699528 10/20/2009	Backyard Leisure Holdings, LLC
YARD BUILT	U.S.	85/605205 4/23/2012	4433336 11/12/2013	Home Brands, LLC
PATHFINDER	United Kingdom	2554834 8/3/2010	2554834 11/5/2010	Backyard Leisure Holdings, LLC
STEP2 & DESIGN	Brazil		822063794	The Step2 Company, LLC
STEP2 & DESIGN	Brazil		822063786	The Step2 Company, LLC
MAILBOX DESIGN	U.S.	76/300,137 8/14/01	2,831,220 4/13/04	The Step2 Company, LLC
MAILBOX DESIGN	U.S.	86/968947 4/8/2016	—	The Step2 Company, LLC
MAILMASTER	U.S.	76/281,024 7/6/01	2,732,991 7/1/03	The Step2 Company, LLC
NATURALLY PLAYFUL	U.S.	76/277,862 6/28/01	2,753,886 8/19/03	The Step2 Company, LLC
NORTH COAST OUTDOOR	U.S.	86/128,502 11/25/2013	Pending	The Step2 Company, LLC
STEP 2	Australia	596982 2/26/93	596982 9/25/95	The Step2 Company, LLC
STEP 2	Brazil	823065863 8/14/00	823065863 10/27/15	The Step2 Company, LLC
STEP 2	Brazil	823065871 8/14/00	823065871 08/30/16	The Step2 Company, LLC
STEP 2	Brazil	810702497 1/22/1997	819792497 10/16/2007	The Step2 Company, LLC
STEP 2	Canada	0756864 6/7/94	TMA515367 8/25/99	The Step2 Company, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
STEP 2	France	93 482341 9/3/93	93 482341 9/3/93	The Step2 Company, LLC
STEP 2	Hong Kong	301424222	301424222 09/10/09	The Step2 Company, LLC
STEP 2	Indonesia	5/27/06	386680 9/8/1997	The Step2 Company, LLC
STEP 2	Italy	3050 93 RM 9/20/93	1582068 11/8/95	The Step2 Company, LLC
STEP 2	Korea	40-2007 0027722 5/23/07	0770171 11/26/2008	The Step2 Company, LLC
STEP 2	Mexico	286620 2/11/1997	542666 2/26/1997	The Step2 Company, LLC
STEP 2	New Zealand	258372 2/1/1996	258372 7/20/1998	The Step2 Company, LLC
STEP 2	Saudi Arabia	34341 5/13/1997	429/08 3/11/1998	The Step2 Company, LLC
STEP 2	Thailand	N/A	KOR80660 11/26/1998	The Step2 Company, LLC
STEP 2	U.A.E.	N/A	19660 2/15/1999	The Step2 Company, LLC
STEP 2	U.S.	74/200,699 9/4/91	1,892,697 5/2/95	The Step2 Company, LLC
STEP 2	U.S.	74/202,161 9/6/91	1,705,038 8/4/92	The Step2 Company, LLC
STEP 2	U.S.	74/202,164 9/6/91	1,756,878 3/9/93	The Step2 Company, LLC
STEP 2	U.S.	74/200,633 9/4/91	1,877,170 1/31/95	The Step2 Company, LLC
STEP 2	UK	2106349 7/30/96	2106349 9/19/97	The Step2 Company, LLC
STEP 2	UK	B1542812 7/24/93	B1542812 9/8/95	The Step2 Company, LLC
STEP 2 (IN CHINESE)	China	7743245 10/09/09	7743245 12/28/10	The Step2 Company, LLC
STEP 2 (IN CHINESE)	Hong Kong	301424231	301424231 09/10/09	The Step2 Company, LLC
STEP TWO	Japan	H07-110412 10/26/95	4122876 3/13/98	The Step2 Company, LLC
STEP TWO	Japan	1107-110411 10/26/95	4030493 7/18/97	The Step2 Company, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
STEP2	Germany	39977385 1 12/7/99	39977385 8/1/00	The Step2 Company, LLC
STEP2	Korea	40-2006 0050726 10/9/06	4007353480000 01/24/08	The Step2 Company, LLC
STEP2	Mexico	1049204 11/23/2009	1169477 07/20/2010	The Step2 Company, LLC
STEP2	Poland	162093 7/12/96	127677 1/26/01	The Step2 Company, LLC
STEP2	Saudi Arabia	38344 4/5/1997	434/58 4/29/1998	The Step2 Company, LLC
STEP2	Taiwan	086008183 02/20/1997	833548 1/1/1999	The Step2 Company, LLC
STEP2	U.S.	85/751,200 10/11/2012	4,492,082 4/4/2014	The Step2 Company, LLC
STEP 2 & DESIGN	China	7743244 10/9/2009	7743244 12/28/2010	The Step2 Company, LLC
STEP 2 & DESIGN	Hong Kong	301424240 09/10/2009	301424240 09/10/2009	The Step2 Company, LLC
STEP 2 & DESIGN	Israel	196975 01/16/2007	196975 8/6/2008	The Step2 Company, LLC
STEP2 HOME	U.S.	85/206,321 12/28/2010	4,380,541 8/6/2013	The Step2 Company, LLC
STEP2 HOME (DESIGN)	U.S.	85/206,614 12/28/2010	4,380,542 8/6/2013	The Step2 Company, LLC
STEP2 LIVING (DESIGN)	U.S.	85/589,108 4/4/2012	4,302,731 3/12/2013	The Step2 Company, LLC
THE STEP2 COMPANY, LLC	Australia	596982 2/26/1993	596982 9/25/1995	The Step2 Company, LLC
THE STEP2 COMPANY, LLC	China	1093815 1/3/1996	1093815 9/7/2007	The Step2 Company, LLC