

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429098

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BCI Burke Company, LLC		05/26/2017	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as Agent for the Lenders
Street Address:	300 South Wacker Drive
Internal Address:	Suite 3500, Attn: Burke Account Manager
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	4573644	ROCKVENTURE
Registration Number:	4230876	ROCKIT
Registration Number:	4032807	VIPER
Registration Number:	4071502	VOLTAGE
Registration Number:	3084946	FUNDS FOR FUN
Registration Number:	3028664	NATURE PLAY
Registration Number:	3103203	CIRCUIT PLAY
Registration Number:	3111290	NATURE PLAY ADVENTURE SERIES
Registration Number:	3839123	EZKONNECT
Registration Number:	3773324	KOREKONNECT
Registration Number:	3804501	REINVENTING PLAY
Registration Number:	3765295	NUCLEUS
Registration Number:	3710283	BURKE TURF
Registration Number:	3677779	BURKE BUILT
Registration Number:	3684371	GENERATIONS WARRANTY
Registration Number:	3450656	INTENSITY
Registration Number:	2886003	LITTLE BUDDIES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2914286	BURKE PREMIER PLAY ENVIRONMENTS
Registration Number:	2898897	FUNNEL BALL
Registration Number:	2245711	BURKE
Registration Number:	1900779	BCI BURKE
Registration Number:	2086172	KID KOASTER
Registration Number:	5051270	ROPEVENTURE
Registration Number:	5051130	PLAY THAT MOVES YOU
Registration Number:	2081883	GENESIS
Serial Number:	87418913	PURPLE PASSION
Serial Number:	87418859	JOIN OUR MOVEMENT
Serial Number:	87243547	NOVO
Serial Number:	87243540	ZIPVENTURE
Serial Number:	87172627	VOLTA
Serial Number:	87000727	TAKTIKS
Serial Number:	87064643	VERVE
Serial Number:	87084960	ACTIVATE
Serial Number:	87084992	ELEVATE

CORRESPONDENCE DATA

Fax Number: 4045818330

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: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown, Jones Day

Address Line 1: 1420 Peachtree Street, NE

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Sidney R. Brown
SIGNATURE:	/Sidney R. Brown/
DATE SIGNED:	05/26/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 26, 2017, by BCI BURKE COMPANY, LLC, a Wisconsin limited liability company ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor as a borrower ("Opco Borrower"), BCIB Investments, Inc., a Delaware corporation ("Acquisition Co."), which promptly following consummation of the Closing Date Acquisition will be merged with and into BCI Burke Holding Corp., a Delaware corporation ("BCI Burke" with BCI Burke being the survivor of such merger and a "Borrower" immediately thereafter; Opco Borrower together with Acquisition Co. and BCI Burke, collectively, "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor, as collateral security for the Secured Obligations, hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest (subject only to Permitted Liens) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired Collateral of the Grantor (collectively, the "Trademark Collateral");

hereto; (a) all of its Trademarks including those referred to on Schedule I

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and agrees 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

IN WITNESS WHEREOF, 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.

BCI BURKE COMPANY, LLC, a Wisconsin
limited liability company

By: 

Name: Michael E. Phelan

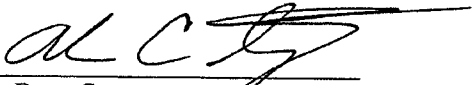
Title: CEO, President and Secretary

[Twin Brook / Burke II - Trademark Security Agreement]

TRADEMARK
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ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC, as Agent




By: 
Name: Drew Guyette
Title: Chief Credit Officer

[Twin Brook / Burke II – Trademark Security Agreement]

TRADEMARK
REEL: 006070 FRAME: 0461

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	APP. NO.	FILE DATE	REG. NO.	REG. DATE	OWNER
ROCKVENTURE	86/039,856	16-Aug-2013	4,573,644	22-Jul-2014	BCI Burke Company, LLC
ROCKIT	85/348,762	17-Jun-2011	4,230,876	23-Oct-2012	BCI Burke Company, LLC
VIPER	85/212,720	7-Jan-2011	4,032,807	27-Sep-2011	BCI Burke Company, LLC
VOLTAGE	85/111,344	19-Aug-2010	4,071,502	13-Dec-2011	BCI Burke Company, LLC
FUNDS FOR FUN	78/578,058	2-Mar-2005	3,084,946	25-Apr-2006	BCI Burke Company, LLC
NATURE PLAY	78/513,153	8-Nov-2004	3,028,664	13-Dec-2005	BCI Burke Company
CIRCUIT PLAY	78/513,149	8-Nov-2004	3,103,203	13-Jun-2006	BCI Burke Company
	78/513,146	8-Nov-2004	3,111,290	4-Jul-2006	BCI Burke Company
EZCONNECT	77/809,894	21-Aug-2009	3,839,123	24-Aug-2010	BCI Burke Company
KORECONNECT	77/724,901	29-Apr-2009	3,773,324	6-Apr-2010	BCI Burke Company
REINVENTING PLAY	77/724,895	29-Apr-2009	3,804,501	15-Jun-2010	BCI Burke Company
NUCLEUS	77/724,851	29-Apr-2009	3,765,295	23-Mar-2010	BCI Burke Company
BURKE TURF	77/615,878	17-Nov-2008	3,710,283	10-Nov-2009	BCI Burke Company, LLC
BURKE BUILT	77/613,562	13-Nov-2008	3,677,779	1-Sep-2009	BCI Burke Company, LLC
GENERATIONS WARRANTY	77/613,512	13-Nov-2008	3,684,371	15-Sep-2009	BCI Burke Company, LLC
INTENSITY	77/226,922	11-Jul-2007	3,450,656	17-Jun-2008	BCI Burke Company, LLC
LITTLE BUDDIES	76/537,046	13-Aug-2003	2,886,003	21-Sep-2004	BCI Burke Company, LLC
	76/537,043	13-Aug-2003	2,914,286	28-Dec-2004	BCI Burke Company, LLC
	76/519,281	30-May-2003	2,898,897	2-Nov-2004	BCI Burke Company, LLC
BURKE	75/409,041	22-Dec-1997	2,245,711	18-May-1999	BCI Burke Company, LLC
BCI BURKE	74/512,203	8-Apr-1994	1,900,779	20-Jun-1995	BCI Burke Company, LLC
KID KOASTER	74/519,360	20-Apr-1994	2,086,172	5-Aug-1997	BCI Burke Company, LLC
ROPEVENTURE	Serial No.	App. 28-Oct-	5,051,270	27-Sep-2016	BCI Burke Company, LLC
PLAY THAT MOVES YOU	Serial No. 86/737,533	App. 8-Aug- 2015	5,051,130	27-Sep-2016	BCI Burke Company, LLC
GENESIS**	Serial No. 74/544,033	6/28/1994	2,081,883		BCI Burke Company, LLC
TOTAL COST OF OWNERSHIP PACKAGE			WI20095000610		BCI Burke Company, LLC
CRUISER			WI2013144162		BCI Burke Company, LLC

* This Trademark will lapse on 8/5/17 and will not be renewed.

** This Trademark will lapse on 7/22/17 and will not be renewed.

TRADEMARK APPLICATIONS

Mark	Serial No.	App. Date	Owner
Purple Passion	87/418,913	4/20/2017	BCI Burke Company, LLC
Join Our Movement	87/418,859	4/20/2017	BCI Burke Company, LLC
Novo	87/243,547	11/21/2016	BCI Burke Company, LLC
ZipVenture	87/243,540	11/21/2016	BCI Burke Company, LLC
Volta	87/172,627	9/15/2016	BCI Burke Company, LLC
Taktiks	87/000,727	4/14/2016	BCI Burke Company, LLC
Verve	87/064,643	6/8/2016	BCI Burke Company, LLC
Activate	87/084,960	6/27/2016	BCI Burke Company, LLC
Elevate	87/084,992	6/27/2016	BCI Burke Company, LLC
Velo	20170000526 WI Trademark	Reg Date 2/22/2017	BCI Burke Company, LLC
Luge	20170000525 WI Trademark	Reg Date 2/22/2017	BCI Burke Company, LLC