

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM442646

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Backyard PlayNation, LLC		09/01/2017	Limited Liability Company: DE *
RECEIVING PARTY DATA			*DELAWARE
Name:	Cyprium Investors IV AIV I LP		
Street Address:	200 Public Square, Suite 2020		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4596310	GORILLA PLAYSETS	
Registration Number:	2862694	GORILLA PLAYSETS, INC.	
Registration Number:	2834525	GORILLA PLAYSETS	
Registration Number:	2264995	PLAYNATION	
Registration Number:	2818852	PLAYNATION	
Registration Number:	2781306	PLAN-IT PLAY	
Registration Number:	2736214	SWINGWORKS	
Registration Number:	2758275	PLANET PLAYGROUNDS	
CORRESPONDENCE DATA			
Fax Number:	2166960740		
<i>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.</i>			
Phone:	216-861-7184		
Email:	tnoel@bakerlaw.com		
Correspondent Name:	Brian A. Bulson, Baker & Hostetter LLP		
Address Line 1:	127 Public Square		
Address Line 2:	Key Tower, Suite 2000		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Brian A. Bulson		
SIGNATURE:	/Brian A. Bulson/		

CH \$215.00 4596310

DATE SIGNED:	09/11/2017
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Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is entered into as of September 1, 2017 by Backyard PlayNation, LLC, a Delaware limited liability company (the "**Grantor**"), in favor of Cyprium Investors IV AIV I LP, a Delaware limited partnership (the "**Lender**").

Recitals

A. Backyard Products, LLC, a Delaware limited liability company ("**Borrower**"), the other Loan Parties from time to time party thereto, and the Lender entered into a Senior Subordinated Second Lien Credit Agreement dated January 15, 2016 (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which the Lender has made a loan to the Borrower.

B. In connection with the Credit Agreement, the Loan Parties and the Lender entered into a Pledge and Security Agreement dated January 15, 2016 (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. The Grantor entered into a Joinder Agreement dated on or about the date hereof to become a "Grantor" (as such term is defined in the Security Agreement) under the Security Agreement. Pursuant to the terms of the Security Agreement, the Grantor is 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, Grantor hereby grants to the Lender to secure the Secured Obligations, a continuing security interest in all of 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 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;

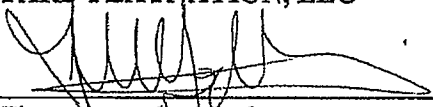
- (4) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 2 attached hereto and any trademark issued pursuant 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. 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. 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, Grantor has executed this Agreement as of the date first set forth above.

BACKYARD PLAYNATION, LLC

By: 
Name: Thomas van der Meulen
Its: Manager and Chief Executive Officer

Acknowledged and Agreed:

CYPRIMUM INVESTORS IV AIV I LP

By: CYPRIMUM IV MANAGEMENT LLC; its
General Partner

By: CYPRIMUM INVESTMENT PARTNERS LLC,
its Manager

By: _____
Name: Beth A. Haas
Title: Authorized Signer

SIGNATURE PAGE TO
PATENT AND TRADEMARK SECURITY AGREEMENT

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

BACKYARD PLAYNATION, LLC

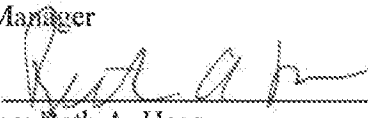
By: _____
Name: Thomas van der Meulen
Its: Manager and Chief Executive Officer

Acknowledged and Agreed:

CYPRIMUM INVESTORS IV AIV I LP

By: CYPRIMUM IV MANAGEMENT LLC, its
General Partner

By: CYPRIMUM INVESTMENT PARTNERS LLC,
its Manager

By: 
Name: Beth A. Haas
Title: Authorized Signer

SIGNATURE PAGE TO
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006158 FRAME: 0469

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

Name of Grantor	Patent Description	Patent Number	Issue Date
Backyard PlayNation, LLC	Tiki Treehouse	D587,776 (USA)	3/3/2009
Backyard PlayNation, LLC	Bracket	6,527,232 (USA)	3/4/2003
Backyard PlayNation, LLC	Double Wall Slide with Varying Sloped Slide Bed Playground Slide	6,342,015 (USA)	1/29/2002
Backyard PlayNation, LLC	Slide with Integrally Formed Footing	D438,279 (USA)	02/27/2001
Backyard PlayNation, LLC	Double Wall Slide with Integrally Formed Footing	D438,280 (USA)	2/27/2001

PATENT APPLICATIONS

Name of Grantor	Patent Application	Application Filing Date	Application Serial Number
Backyard PlayNation, LLC	Play Slide Footer	02/23/2006 (USA)	2007/0267560
Backyard PlayNation, LLC	Post for Playground Structure	03/07/2005 (USA)	2005/0221901

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Backyard PlayNation, LLC	Gorilla Playsets	9/2/2014	4,596,310
Backyard PlayNation, LLC	Gorilla Playsets, Inc.		2,862,694
Backyard PlayNation, LLC	Gorilla Playsets		2,834,525
Backyard PlayNation, LLC	Playnation	7/27/1999	2,264,995
Backyard PlayNation, LLC	Playnation		2,818,852
Backyard PlayNation, LLC	Gorilla	8/26/2013	TMA858,591
Backyard PlayNation, LLC	Playnation	12/22/2014	TMA892,821
Backyard PlayNation, LLC	Plan-It Play	11/11/2003	2,781,306
Backyard PlayNation, LLC	Swingworks	7/15/2003	2,736,214
Backyard PlayNation, LLC	Planet Playgrounds	9/2/2003	2,758,275

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Backyard PlayNation, LLC	Gorilla Playsets		1,589,700
Backyard PlayNation, LLC	Playnation		1,533,963