

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PlayNation Play Systems, Inc.		08/31/2017	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Backyard PlayNation, LLC		
Street Address:	1000 Ternes Drive		
City:	Monroe		
State/Country:	MICHIGAN		
Postal Code:	48162		
Entity Type:	Limited Liability Company: 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:	3172371000		
<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:	317.237.0300		
Email:	tmmpls@faegrebd.com		
Correspondent Name:	Abe Jentry Shanehsaz/Marla Manning		
Address Line 1:	300 N. Meridian Street		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Marla Manning		
SIGNATURE:	/Marla Manning/		

OP \$215.00 4596310

DATE SIGNED:	10/26/2017
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Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this “Assignment”) is entered into as of August 31, 2017, for the consideration described in the Asset Purchase Agreement, dated June 9, 2017 (the “Agreement”), by and between PlayNation Play Systems, Inc., a Georgia corporation (“Seller”), and Backyard PlayNation, LLC, a Delaware limited liability company (“Purchaser”). All capitalized terms used and not otherwise defined herein have the respective meanings given to such terms in the Agreement.

RECITALS

A. Seller, Purchaser, and Jeffrey Robertson entered into the Agreement on June 9, 2017.

B. Pursuant to the terms and conditions set forth in the Agreement, Seller has agreed to sell the Purchased Assets to Purchaser, and Purchaser has agreed to buy the Purchased Assets from Seller.

C. Pursuant to the terms of the Agreement, the terms of which are incorporated herein, Purchaser and Seller now desire to enter into this Assignment, whereby Seller shall assign to Purchaser all of Seller’s rights, title, and interests in and to all Intellectual Property Assets, as identified on Exhibit A, including all associated common law rights and registrations.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and representations as contained in this Assignment and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Seller hereby transfers and assigns to Purchaser, and Purchaser hereby assumes from Seller, all of Seller’s worldwide rights, title, and interests to and in the Intellectual Property Assets, as identified on Exhibit A, together with any and all ownership interests, all goodwill, and any rights to sue, at the sole cost and expense of Purchaser, for all past, present, and future damages relating to the Intellectual Property Assets. Seller shall not retain license or right to use the Intellectual Property Assets.

2. This Assignment is subject to all of the representations, warranties, terms, conditions, and limitations set forth in the Agreement and is not intended in any way to supersede, limit, expand, or qualify any provision of the Agreement. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement will prevail. The representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided in the Agreement.

3. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any other officials of recording entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Purchaser. From time to time, as and when requested by Purchaser, Seller shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes set forth in this Assignment.

4. Purchaser shall be solely responsible for all actions and all costs whatsoever, including attorneys' fees, arising after the date of this Assignment and associated with the rights, title, and interests in and to the Intellectual Property Assets, except as may be specifically provided in the Agreement. Such responsibility for recording and protecting the Intellectual Property Assets, including all actions and all costs whatsoever associated with the continuous prosecution in the maintenance and enforcement of the Intellectual Property Assets, shall be the responsibility of Purchaser, and Seller shall have no obligation to pay any maintenance or other fee which becomes due, if any, on or after the Closing Date.

5. This Assignment shall be governed by and construed in accordance with the law of the State of Georgia without regard to the conflict of laws principles thereof. The sole exclusive jurisdiction for any legal action brought by any party against any other party under this Assignment shall be in any Georgia state court or federal court of the United States of America sitting in the State of Georgia, and each of the Purchaser and Seller consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.


6. This Assignment shall inure to the benefit of and be binding upon the parties hereto, together with their respective successors and assigns. This Assignment may be executed in the original, by facsimile, or by any generally accepted electronic means (including transmission of a PDF file containing an executed signature page) in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature page follows]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by an authorized officer of each of the Seller and the Purchaser as of the 31 day of August, 2017.

“SELLER”

PLAYNATION PLAY SYSTEMS, INC.

By: 
Jeffrey Robertson, President

“PURCHASER”

BACKYARD PLAYNATION, LLC

By: _____
Thomas van der Meulen,
Chief Executive Officer

[Signature Page to Assignment of Intellectual Property Rights]

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Chief Executive Officer

[Signature Page to Assignment of Intellectual Property Rights]

**TRADEMARK
REEL: 006191 FRAME: 0067**

EXHIBIT A
Intellectual Property

Trademarks; Trademark Licenses; Trademark Applications; Service Marks

Registration No.	Application No.	Jurisdiction	Mark	Application Date	Registration Date
4,596,310		USA	Gorilla Playsets	1/8/2014	9/2/2014
2,862,694		USA	Gorilla Playsets, Inc.		
2,834,525		USA	Gorilla Playsets		
2,264,995		USA	Playnation	7/22/1998	7/27/1999
2,818,852		USA	Playnation		
TMA858,591		Canada	Gorilla		8/26/2013
TMA892,821	1,555,345	Canada	Playnation		12/22/2014
	1,589,700	Canada	Gorilla Playsets		
	1,533,963	Canada	Playnation		
2,781,306		USA	Plan-It Play	4/29/2002	11/11/2003
2,736,214		USA	Swingworks	4/29/2002	7/15/2003
2,758,275		USA	Planet Playgrounds	4/29/2002	9/2/2003