

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564947

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TFG INSTALLATIONS, INC.,		01/01/2020	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	PLAYCORE ACQUISITION SUB VIII, LLC
Street Address:	544 Chestnut Street
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37402
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3994866	GREENSOFT

CORRESPONDENCE DATA

Fax Number: 3127758100

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: 3127758000

Email: trademarks@mcandrews-ip.com

Correspondent Name: MCANDREWS, HELD & MALLOY, LTD.

Address Line 1: 500 West Madison Street,

Address Line 2: 34th Floor

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Amber J. Carpenter
SIGNATURE:	/Amber J. Carpenter/
DATE SIGNED:	03/03/2020

Total Attachments: 5

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OP \$40.00 3994866

TRADEMARK ASSIGNMENT AGREEMENT

January 2, 2020
Effective January 1, 2020

This **TRADEMARK ASSIGNMENT AGREEMENT** ("**Trademark Assignment**") is made by TFG INSTALLATIONS, INC., a New York corporation ("**Seller**"), in favor of PLAYCORE ACQUISITION SUB VIII, LLC, a Delaware limited liability company and the purchaser of certain assets of Seller ("**Purchaser**"), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Purchaser, Seller and the other parties thereto (the "**Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the trademark registrations set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives,

including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. Miscellaneous. All other terms and conditions of Article 9 of the Purchase Agreement not specifically set forth herein to the contrary are hereby incorporated mutatis mutandis.

**[Remainder of page intentionally left blank.
Signature page immediately follows.]**

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

SELLER:

TFG INSTALLATIONS, INC.,
a New York corporation

By: 

Name: Henry F. Mustacato

Title: President

PURCHASER:

PLAYCORE ACQUISITION SUB VIII, LLC,
a Delaware limited liability company

By: _____

Name: Richard E. Ruegger

Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006880 FRAME: 0691

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SELLER:

TFG INSTALLATIONS, INC.,
a New York corporation

By: _____
Name: Henry F. Mustacato
Title: President

PURCHASER:

PLAYCORE ACQUISITION SUB VIII, LLC,
a Delaware limited liability company

By: _____
Name: Richard E. Ruegger
Title: Chief Financial Officer

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
GREENSOFT	United States	3,994,866	07/12/2011
GREENSOFT	Canada	TMA841951	01/31/2013