

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM564957

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE FIBAR GROUP, LLC		01/01/2020	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PLAYCORE ACQUISITION SUB VIII, LLC		
<b>Street Address:</b>	544 Chestnut Street		
<b>City:</b>	Chattanooga		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37402		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3504140	FIBAR	
<b>Registration Number:</b>	2465007		
<b>Registration Number:</b>	1871983	AMDEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3127758100		
<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>			
<b>Phone:</b>	3127758000		
<b>Email:</b>	trademarks@mcandrews-ip.com		
<b>Correspondent Name:</b>	MCANDREWS, HELD & MALLOY, LTD.		
<b>Address Line 1:</b>	500 West Madison Street,		
<b>Address Line 2:</b>	34th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Amber J. Carpenter		
<b>SIGNATURE:</b>	/Amber J. Carpenter/		
<b>DATE SIGNED:</b>	03/02/2020		
<b>Total Attachments: 7</b>			
source=PlayCore - The Fibar Group IP Assignment Agreement#page1.tif			

OP \$90.00 3504140

source=PlayCore - The Fibar Group IP Assignment Agreement#page2.tif  
source=PlayCore - The Fibar Group IP Assignment Agreement#page3.tif  
source=PlayCore - The Fibar Group IP Assignment Agreement#page4.tif  
source=PlayCore - The Fibar Group IP Assignment Agreement#page5.tif  
source=PlayCore - The Fibar Group IP Assignment Agreement#page6.tif  
source=PlayCore - The Fibar Group IP Assignment Agreement#page7.tif

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

January 2, 2020  
Effective January 1, 2020

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**IP Assignment**”) is made by THE FIBAR GROUP, LLC, a New York limited liability company (“**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 IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright 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 patents set forth on **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations set forth on **Schedule 2** 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;

(c) the copyright registrations set forth on **Schedule 3** hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) 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;

(e) 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

(f) 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, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP 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 IP 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 IP 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 IP 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 IP Assignment.

5. Successors and Assigns. This IP 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 IP 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 IP 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).

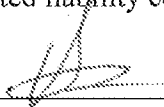
7. Miscellaneous. All other terms and conditions of Article 9 of the Purchase Agreement not specifically set forth herein to the contrary are hereby incorporated mutatis mutandis.

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

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

**SELLER:**

THE FIBAR GROUP, LLC,  
a New York limited liability company

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

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

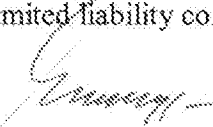
**SELLER:**

THE FIBAR GROUP, LLC,  
a New York limited liability company

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 PATENTS AND PATENT APPLICATIONS**


**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>
Impact Absorbing Surface Covering a Method for Installing the Same	United States	6,796,096	09/28/2004

**SCHEDULE 2**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
FIBAR	United States	3,504,140	09/23/2008
	United States	2,465,007	07/03/2001
AMEDEX	United States	1,871,983	01/03/1995
FIBAR	Canada	TMA469498	01/23/1997



**SCHEDULE 3**

**ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS**

**Copyright Registrations**

<b>Title</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
How Hard He Lands Depends on You	United States	TX 3-928-573	11/21/1994