

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BCI Burke Company, LLC		12/14/2021	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as administrative agent		
Street Address:	111 South Wacker Drive, 36th Floor		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 48			
Property Type	Number	Word Mark	
Serial Number:	75409041	BURKE	
Serial Number:	74512203	BCI BURKE	
Serial Number:	76519281	FUNNEL BALL	
Serial Number:	76537046	LITTLE BUDDIES	
Serial Number:	76537043	BURKE PREMIER PLAY ENVIRONMENTS	
Serial Number:	78513146	NATURE PLAY ADVENTURE SERIES	
Serial Number:	78513149	CIRCUIT PLAY	
Serial Number:	78513153	NATURE PLAY	
Serial Number:	78578058	FUNDS FOR FUN	
Serial Number:	77226922	INTENSITY	
Serial Number:	77613512	GENERATIONS WARRANTY	
Serial Number:	77613562	BURKE BUILT	
Serial Number:	77615878	BURKE TURF	
Serial Number:	77724851	NUCLEUS	
Serial Number:	77724901	KOREKONNECT	
Serial Number:	77809894	EZKONNECT	
Serial Number:	85111344	VOLTAGE	
Serial Number:	85212720	VIPER	
Serial Number:	85348762	ROCKIT	

CH \$1215.00 75409041

Property Type	Number	Word Mark
Serial Number:	86039856	ROCKVENTURE
Serial Number:	86737533	PLAY THAT MOVES YOU
Serial Number:	86802082	ROPEVENTURE
Serial Number:	87000727	TAKTIKS
Serial Number:	87064643	VERVE
Serial Number:	87084960	ACTIVATE
Serial Number:	87084992	ELEVATE
Serial Number:	87172627	VOLTA
Serial Number:	87243540	ZIPVENTURE
Serial Number:	87243547	NOVO
Serial Number:	87418913	PURPLE PASSION
Serial Number:	87747244	LEVEL X
Serial Number:	87598177	KONNECTION
Serial Number:	87799340	JOIN OUR MOVEMENT
Serial Number:	87812926	INVIGORATE
Serial Number:	87923932	COBRA
Serial Number:	87953030	PLAYENSEMBLE
Serial Number:	88070378	SYNERGY
Serial Number:	88070385	SYNERGY IMAGINATION
Serial Number:	88070389	EVOLUTION
Serial Number:	88162303	AIRVENTURE
Serial Number:	88634127	CONVERGE
Serial Number:	88650963	MANITOU
Serial Number:	88650967	LINX LEVITATE
Serial Number:	88650969	CONTOUR
Serial Number:	88650973	SPINETIC
Serial Number:	88935360	SYNERGY IMAGINATION 4ME
Serial Number:	90020706	LEVEL X ALLY
Serial Number:	90327312	BRAVA

CORRESPONDENCE DATA

Fax Number:

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: 3127018637

Email: IPDocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: P.O. BOX 2828

Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	21695410
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	12/16/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 14, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the signatory party hereto (the "Grantor") in favor of Twin Brook Capital Partners, LLC, as administrative agent (in such capacity, the "Agent") for all Lenders party to the Credit Agreement (as hereafter defined). Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement (as hereafter defined).

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among BCI Burke Holding Corp., a Delaware corporation, as borrower, the Agent and the Lenders (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, pursuant to the Credit Agreement, the Grantor entered into that certain Guarantee and Collateral Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to the Agent a continuing security interest in, among other Collateral, certain Trademarks, Patents and Copyrights of the Grantor and agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the "USPTO"), the United States Copyright Office (the "USCO") and any other appropriate Governmental Authorities.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1 Incorporation of Security Agreement and Credit Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of the security interest herein with the USPTO or the USCO, as applicable. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement. The Credit Agreement and the Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto and the security interest granted herein to the Agent is expressly subject to the terms and conditions thereof. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Trademarks and Trademark Licenses listed on Schedule A hereto (collectively, the "Trademark Collateral") to secure the prompt and complete payment and performance of the Secured Obligations. For clarity, no security interest is pledged, assigned or granted in any Excluded Property including, without limitation, "intent-to-use" trademark applications included in the Trademark Collateral

for which a statement of use has not been filed and accepted by the USPTO; provided, however, that upon such filing and acceptance by the USPTO, such “intent-to-use” trademark applications shall be included in the Trademark Collateral and automatically subject to the security interest pledged, assigned and granted herein.

Section 3 Grant of Security Interest in Patent Collateral. The Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Patents and Patent Licenses listed on Schedule B hereto (collectively, the “Patent Collateral”) to secure the prompt and complete payment and performance of the Secured Obligations. For clarity, no security interest is pledged, assigned or granted in any Excluded Property.

Section 4 Grant of Security Interest in Copyright Collateral. The Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Copyrights and Copyright Licenses listed on Schedule C hereto (collectively, the “Copyright Collateral” and together with the Trademark Collateral and the Patent Collateral, collectively, the “IP Collateral”) to secure the prompt and complete payment and performance of the Secured Obligations. For clarity, no security interest is pledged, assigned or granted in any Excluded Property.

Section 5 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks, Trademark Licenses, Patents, Patent Licenses, Copyrights and Copyright Licenses subject to a security interest hereunder.

Section 6 Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Security Agreement that would result in the release of all or a portion of the IP Collateral, all or such applicable portion of the IP Collateral shall be automatically released from the Lien created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the IP Collateral shall revert to the Grantor. At the request of the Grantor following any such termination, the Agent shall promptly execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination.

Section 7 Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Agent and its successors and assigns.

Section 8 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 9 Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the

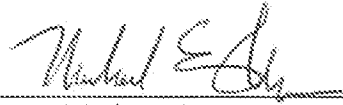
same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first above written.

GRANTOR:

BCI BURKE COMPANY, LLC

By: _____

Name: Michael E. Phelan

Title: President & Chief Executive Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 

Name: Kimberly Trick
Title: Managing Director

SCHEDULE A

TRADEMARK REGISTRATIONS AND LICENSES

TRADEMARK REGISTRATIONS

Loan Party	Jurisdiction	Mark	Application No.	Application Date	Registration No.	Registration Date
BCI Burke Company, LLC	US	BURKE	75/409,041	12/22/1997	2,245,711	5/18/1999
BCI Burke Company, LLC	US	BCI BURKE	74/512,203	4/8/1994	1,900,779	6/20/1995
BCI Burke Company, LLC	US	FUNNEL BALL & Design	76/519,281	5/30/2003	2,898,897	11/2/2004
BCI Burke Company, LLC	US	LITTLE BUDDIES	76/537,046	8/13/2003	2,886,003	9/21/2004
BCI Burke Company, LLC	US	BURKE PREMIER PLAY ENVIRONMENTS & Design	76/537,043	8/13/2003	2,914,286	12/28/2004
BCI Burke Company, LLC	US	NATURE PLAY ADVENTURE SERIES	78/513,146	11/8/2004	3,111,290	7/4/2006
BCI Burke Company, LLC	US	CIRCUIT PLAY	78/513,149	11/8/2004	3,103,203	6/13/2006
BCI Burke Company, LLC	US	NATURE PLAY	78/513,153	11/8/2004	3,028,664	12/13/2005
BCI Burke Company, LLC	US	FUNDS FOR FUN	78/578,058	3/2/2005	3,084,946	4/25/2006
BCI Burke Company, LLC	US	INTENSITY	77/226,922	7/11/2007	3,450,656	6/17/2008
BCI Burke Company, LLC	US	GENERATIONS WARRANTY	77/613,512	11/13/2008	3,684,371	9/15/2009
BCI Burke Company, LLC	US	BURKE BUILT	77/613,562	11/13/2008	3,677,779	9/1/2009
BCI Burke Company, LLC	US	BURKE TURF	77/615,878	11/17/2008	3,710,283	11/10/2009
BCI Burke Company, LLC	US	NUCLEUS	77/724,851	4/29/2009	3,765,295	3/23/2010
BCI Burke Company, LLC	US	KOREKONNECT	77/724,901	4/29/2009	3,773,324	4/6/2010
BCI Burke Company, LLC	US	EZKONNECT	77/809,894	8/21/2009	3,839,123	8/24/2010
BCI Burke Company, LLC	US	VOLTAGE	85/111,344	8/19/2010	4,071,502	12/13/2011
BCI Burke Company, LLC	US	VIPER	85/212,720	1/7/2011	4,032,807	9/27/2011
BCI Burke Company, LLC	US	ROCKIT	85/348,762	6/17/2011	4,230,876	10/23/2012
BCI Burke Company, LLC	US	ROCKVENTURE	86/039,856	8/16/2013	4,573,644	7/22/2014
BCI Burke Company, LLC	US	PLAY THAT MOVES YOU	86/737,533	8/26/2015	5,051,130	9/27/2016
BCI Burke Company, LLC	US	ROPEVENTURE	86/802,082	10/28/2015	5,051,270	9/27/2016
BCI Burke Company, LLC	US	TAKTIKS	87/000,727	4/14/2016	5,272,215	8/22/2017
BCI Burke Company, LLC	US	VERVE	87/064,643	6/8/2016	5,287,383	9/12/2017

Loan Party	Jurisdiction	Mark	Application No.	Application Date	Registration No.	Registration Date
BCI Burke Company, LLC	US	ACTIVATE	87/084,960	6/27/2016	5,292,354	9/19/2017
BCI Burke Company, LLC	US	ELEVATE	87/084,992	6/27/2016	5,292,355	9/19/2017
BCI Burke Company, LLC	US	VOLTA	87/172,627	9/15/2016	5,282,682	9/5/2017
BCI Burke Company, LLC	US	ZIPVENTURE	87/243,540	11/21/2016	5,282,820	9/5/2017
BCI Burke Company, LLC	US	NOVO	87/243,547	11/21/2016	5,282,821	9/5/2017
BCI Burke Company, LLC	US	PURPLE PASSION	87/418,913	4/20/2017	5,377,919	1/16/2018
BCI Burke Company, LLC	US	LEVEL X	87/747,244	1/8/2018	5,629,363	12/11/2018
BCI Burke Company, LLC	US	KONNECTION	87/598,177	9/6/2017	5,628,947	12/11/2018
BCI Burke Company, LLC	US	JOIN OUR MOVEMENT	87/799,340	2/15/2018	5,555,739	9/4/2018
BCI Burke Company, LLC	US	INVIGORATE	87/812,926	2/27/2018	6,037,666	4/21/2020
BCI Burke Company, LLC	US	COBRA	87/923,932	5/16/2018	5,991,813	2/18/2020
BCI Burke Company, LLC	US	PLAYENSEMBLE	87/953,030	6/7/2018	5,869,350	9/24/2019
BCI Burke Company, LLC	US	SYNERGY	88/070,378	8/8/2018	6,086,297	6/23/2020
BCI Burke Company, LLC	US	SYNERGY IMAGINATION	88/070,385	8/8/2018	6,086,298	6/23/2020
BCI Burke Company, LLC	US	EVOLUTION	88/070,389	8/8/2018	5,869,614	9/24/2019
BCI Burke Company, LLC	US	AIRVENTURE	88/162,303	10/19/2018	5,939,566	12/17/2019
BCI Burke Company, LLC	US	CONVERGE	88/634,127	9/27/2019	6,076,678	6/9/2020
BCI Burke Company, LLC	US	MANITOU	88/650,963	10/11/2019	6,076,709	6/9/2020
BCI Burke Company, LLC	US	LINX LEVITATE	88/650,967	10/11/2019	6,076,710	6/9/2020
BCI Burke Company, LLC	US	CONTOUR	88/650,969	10/11/2019	6,076,711	6/9/2020
BCI Burke Company, LLC	US	SPINETIC	88/650,973	10/11/2019	6,076,712	6/9/2020
BCI Burke Company, LLC	US	SYNERGY IMAGINATION 4ME	88/935,360	5/27/2020	6,429,582	7/20/2021
BCI Burke Company, LLC	US	LEVEL X ALLY	90/020,706	6/25/2020	6,429,813	7/20/2021
BCI Burke Company, LLC	US	BRAVA	90/327,312	11/18/2020	6,522,342	10/12/2021

TRADEMARK LICENSES

None.

SCHEDULE B

PATENTS AND PATENT LICENSES

PATENTS

Loan Party	Country	Application Number	Filing date	Title	Patent Number	Issue Date
BCI Burke Company, LLC	US	16/127,485	9/11/2018	Parent-Child Dual Rider Swing	10,617,962	4/14/2020
BCI Burke Company, LLC	US	29/623,440	10/25/2017	Playground Table	D871,813	1/7/2020
BCI Burke Company, LLC	US	16/280,580	2/20/2019	Standing Playground Glider	10,625,169	4/21/2020
BCI Burke Company, LLC	US	29/680,830	2/20/2019	Playground Glider	D896,335	9/15/2020

PATENT LICENSES

None.

SCHEDULE C

COPYRIGHTS AND COPYRIGHT LICENSES

COPYRIGHTS

Copyright Claimant	Title	Copyright Reg. No.	Date
BCI Burke Company, LLC	BCI Burke Company, Inc., 1989 playground, sports/athletic, park/recreation equipment.	TX0002818118	1989
BCI Burke Company, LLC	Best from every point of view.	TX0002765677	1989
BCI Burke Company, LLC	Burke.	TX0003055544	1990
BCI Burke Company, LLC	Burke playground, park & recreation equipment.	TX0003770819	1993
BCI Burke Company, LLC	Burke : playground, sports & recreation equipment.	CSN0032482	1993
BCI Burke Company, LLC	Burke--unsurpassed durability & value in park & playground equipment.	TX0003590659	1992
BCI Burke Company, LLC	Playground, recreation, sports equipment.	TX0003057840	1991
BCI Burke Company, LLC	Revolutionary play system.	TX0004181453	1995
BCI Burke Company, LLC	BCI Burke ... playground, park & recreation equipment : Burke Premier Play Environments.	CSN0140970	2003
BCI Burke Company, LLC	BCI Burke Webpage- "Planning a Playground".	TX0007720606	2007

COPYRIGHT LICENSES

None.