

05-21-1998



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

MAY 19 1998

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents filed heretof.

1. Name of conveying party(ies): HEDSTROM CORPORATION

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State (Delaware)  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: Credit Suisse First Boston, as Administrative Agent  
Internal Address: \_\_\_\_\_  
Street Address: 11 Madison Avenue  
City: New York State: New York ZIP: 10010

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State New York  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other Supplement to Master Guantee and Collateral Agreement

Execution Date: February 18, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Schedule 1.1.4 to \_\_\_\_\_  
Additional numbers attached?  Yes  No

B. Trademark Registration No.(s) \_\_\_\_\_

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Raymond M. Maiello, Esq.  
Internal Address: Simpson Thacher & Bartlett  
05/21/1998 JMWBRZZ 00000098 76006077  
01 FC:481 40.00 DP  
02 FC:482 25.00 DP  
Street Address: 425 Lexington Avenue  
City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: ..... 2

7. Total fee (37 CFR 3.41): ..... \$65  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Raymond M. Maiello, Esq. \_\_\_\_\_  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20531

TRADEMARK  
REEL: 1729 FRAME: 0312

Schedule 1.1.4 - Intellectual Property

1. Tradenames and trademarks:
  - (a) NBF Inc.
    - (1) NBF
    - (2) Nothing But Fitness
  - (b) Bollinger Industries Inc.
    - (1) Ultra Bounce - Serial No. 75-006077, Filing Date 10-16-95
    - (2) Powerring - Serial NO. 75-006076, Filing Date 10-16-95
2. All Intellectual Property related to, and necessary for the manufacture, marketing, and sale of, trampolines and trampoline component parts as same were described in Patent #4339123 (now forfeited) - T-Joint Structure for Trampolines and the Like - Grant Date of July 13, 1982 - Inventor Rolland W. Rich
3. Patent Application - A Trampoline Having Safety Features - Inventor Rolland Wayne Rich - Attorney Docket 6715/81-1208 - Serial #07/847,302

TRADEMARK  
REEL: 1729 FRAME: 0313

SUPPLEMENT, dated as of February 18, 1998 (the "Supplement"), to the MASTER GUARANTEE AND COLLATERAL AGREEMENT, dated as of June 12, 1997 (as the same may be amended, supplemented or otherwise modified from time to time, the "Agreement"), made by Hedstrom Holdings, Inc., a Delaware corporation, Hedstrom Corporation, a Delaware corporation (the "Grantor"), and certain of its subsidiaries in favor of Credit Suisse First Boston, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of June 12, 1997 (as the same may be amended, supplemented or otherwise modified from time to time), among the Grantor, the Lenders and the Administrative Agent.

W I T N E S S E T H :

WHEREAS, pursuant to the terms of the Agreement, and as collateral security for the prompt and complete payment and performance when due of the Obligations, the Grantor assigned, pledged and granted to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in all of the Grantor's right, title and interest in and to, among other things, all of its Intellectual Property (as defined therein), whether then owned or at any time thereafter acquired;

WHEREAS, the Grantor has agreed to supplement the Agreement by adding to Schedule 6 all patent and trademark applications in which the Grantor subsequently obtains an ownership interest; and

WHEREAS, since the effective date of the Agreement, the Grantor has acquired an ownership interest in a new patent application and new trademark applications, trade names and all goodwill and intellectual property related thereto listed on Schedule 1.1.4 hereto;

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Agreement and used herein are used as so defined in the Agreement. Terms defined in the preamble hereof shall have their respective meanings when used herein.

SECTION 2. Supplement to Schedule 6. Schedule 6 to the Agreement is hereby supplemented by adding to it the intellectual property of the Grantor listed on Schedule 1.1.4 attached hereto.

SECTION 3. Limited Effect. Except as expressly supplemented hereby, the Agreement is, and shall remain, in full force and effect in accordance with its terms.

SECTION 4. Counterparts. This Supplement may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**SECTION 5. GOVERNING LAW. THIS SUPPLEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the Grantor has caused this Supplement to be duly executed, effective as of the date first above written.

HEDSTROM CORPORATION

By: Alan P. Keltner  
Name:  
Title: *Vice President*

ACKNOWLEDGED AND AGREED AS OF  
THE DATE HEREOF BY:

CREDIT SUISSE FIRST BOSTON,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

**SECTION 5. GOVERNING LAW. THIS SUPPLEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

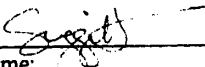
IN WITNESS WHEREOF, the Grantor has caused this Supplement to be duly executed, effective as of the date first above written.

HEDSTROM CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED AND AGREED AS OF THE DATE HEREOF BY:

CREDIT SUISSE FIRST BOSTON,  
as Administrative Agent

By:   
Name: HEATHER SUGGITT  
Title: VICE PRESIDENT

  
**JODI A. FATTO**  
Assistant Vice President

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RECORDED: 05/19/1998

TRADEMARK  
REEL: 1729 FRAME: 0316