FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

1/6/99

04-15-1999

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 12 16 1998

Name: KOALA CORPORATION

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: COLORADO

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: U.S. BANK NATIONAL ASSOCIATION

DBA/AKA/TA:

Composed of:

Address (line 1): 918 17th STREET

Address (line 2):

Address (line 3): DENVER (City) CO (State/Country) 80202 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other: A NATIONAL BANKING ASSOCIATION

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[X] Citizenship/State of Incorporation/Organization: UNITED STATES

FOR OFFICE USE ONLY

01/13/1999 DNGUYEN 00000165 1867024

01 FC:481 40.00 OP
02 FC:482 175.00 OP

Refund Ref:
01/13/1999 DNGUYEN 0000074984

CHECK Refund Total: $65.00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 303-585-4627

Name FREDERICK W. DAMOUR, ESQ.

Address (line 1) U.S. BANCORP LEGAL DEPT.

Address (line 2) SUITE 600 - CNDT 0635

Address (line 3) 950 17th St.

Address (line 4) DENVER CO 80202

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 5

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1,867,024	1,846,761	1,807,572
			1,522,648	1,845,631	2,097,230
			1,845,630	2,097,223	

Number of Properties

Enter the total number of properties involved. # 8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 280.00

Method of Payment: Enclosed [X] Deposit Account ☐

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes ☐ No ☐

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. Charges to deposit account are authorized, as indicated herein.

FREDERICK W. DAMOUR, ESQ.	Frederick W. Damour	12/23/98
Name of Person Signing	Signature	Date Signed

I hereby certify this is a true and correct copy of the original
Frederick W. Damour, Esq.
Attorney for U.S. Bank National Association.
April 6, 1999

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, KOALA CORPORATION, a Colorado corporation (the "Assignor") with principal offices at 11600 E. 53rd Avenue, Unit D, Denver, Colorado 80239, hereby assigns and grants U.S. BANK NATIONAL ASSOCIATION, with offices at 918 17th Street, Denver, Colorado 80202 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents and pending patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all proceeds and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to further secure the satisfactory performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Borrower's Security Agreement between the Assignor and the Assignee, dated as of December 18, 1998 (as amended from time to time, the "Security Agreement"). Upon the satisfaction of all such Secured Obligations, the Assignee shall execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The right and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 18th Day of December, 1998.

KOALA CORPORATION

By: [signature]
Name: Jeffrey C. Vivie
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION

By: [signature]
Name: Joni M. Fish
Title: Vice President

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STATE OF COLORADO }
} ss.:
CITY AND COUNTY OF DENVER }

On this 16 day of December, 1998, before me personally came Jeffrey L. Vigil who, being by me duly sworn, did state as follows: that [s/]he is Vice President of KOALA CORPORATION, that [s/]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s/] he did so by authority of the Board of Directors of said corporation.

Karen L. Roberts
Notary Public
My Commission expires: 9/9/2001

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STATE OF COLORADO }
} ss.:
CITY AND COUNTY OF DENVER }

On this 16 day of December, 1998, before me personally came Joni M. Fish who, being by me duly sworn, did state as follows: that [s]he is Vice President of U.S. BANK NATIONAL ASSOCIATION, that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s] he did so by authority of the Board of Directors of said corporation.

Karen L. Roberts
Notary Public
My Commission expires: 9/9/2001

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SCHEDULE A – TRADEMARKS
(to be provided by Borrower)

MARK	REG. NO.	REG. DATE
Delta Play (pending)		Filed 3/11/98
Family Track (pending)		Filed 4/3/98
Koala Bearkare	1,867,024	12/13/94
Koala Bearkare & Design	1,522,648	1/31/89
Koala Bearkare & Design (seat design)	1,845,630	7/19/94
Koala Bearkare & Design (baby design)	1,846,761	7/26/94
Koala Bearkare & Design (cradle design)	1,845,631	7/19/94
Activities Unlimited & Design	2,097,223	9/16/97
Booster buddy & design	1,807,572	11/30/93
Activities Unlimited	2,097,230	9/16/97

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SCHEDULE B – PATENTS
(to be provided by Borrower)

PATENT	PATENT NO.	ISSUE DATE
Fold down wall mounted diaper changing table	326384	5/26/92
Booster seat apparatus	5332286	7/26/94
Foldable infant seat cradle support stand	5470039	11/28/95
Countertop mounted changing station (pending)	08/883550	Filed 6/26/97
Stackable children's highchair (pending)	08/844549	Filed 4/18/97
Wall mounted infant changing station with improved hinge (pending)	08/910983	Filed 8/7/97

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