

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM348812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of First Lien Parent Intellectual Property Security Agreement Supplement recorded at Reel 5207/Frame 0595		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guggenheim Corporate Funding, LLC		06/23/2015	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	PlayPower, Inc.		
Street Address:	11515 Vanstory Drive, Suite 100		
City:	Huntersville		
State/Country:	NORTH CAROLINA		
Postal Code:	28078		
Entity Type:	CORPORATION: DELAWARE		
Name:	PlayPower Holdings Inc.		
Street Address:	11515 Vanstory Drive, Suite 100		
City:	Huntersville		
State/Country:	NORTH CAROLINA		
Postal Code:	28078		
Entity Type:	CORPORATION: DELAWARE		
Name:	E-Z-Dock, Inc.		
Street Address:	11515 Vanstory Drive, Suite 100		
City:	Huntersville		
State/Country:	NORTH CAROLINA		
Postal Code:	28078		
Entity Type:	CORPORATION: MINNESOTA		
Name:	Kid Play, Inc.		
Street Address:	11515 Vanstory Drive, Suite 100		
City:	Huntersville		
State/Country:	NORTH CAROLINA		
Postal Code:	28078		
Entity Type:	CORPORATION: DELAWARE		
Name:	Miracle Recreation Equipment Company		
Street Address:	878 East Highway 60		
City:	Monett		
TRADEMARK			

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State/Country:	MISSOURI
Postal Code:	65708
Entity Type:	CORPORATION: IOWA
Name:	PlayPower LT Farmington, Inc.
Street Address:	11515 Vanstory Drive, Suite 100
City:	Huntersville
State/Country:	NORTH CAROLINA
Postal Code:	28078
Entity Type:	CORPORATION: MISSOURI
Name:	Shade Structures, Inc.
Street Address:	11515 Vanstory Drive, Suite 100
City:	Huntersville
State/Country:	NORTH CAROLINA
Postal Code:	28078
Entity Type:	CORPORATION: DELAWARE
Name:	Soft Play, L.L.C.
Street Address:	11515 Vanstory Drive, Suite 100
City:	Huntersville
State/Country:	NORTH CAROLINA
Postal Code:	28078
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2852612	
Registration Number:	3089529	SUN PORTS
Registration Number:	3144258	
Registration Number:	3873739	VPS
Registration Number:	3880233	SHADE STRUCTURES
Registration Number:	3886608	SUN PORTS
Registration Number:	3902135	UV MAN
Registration Number:	3908311	USA SHADE & FABRIC STRUCTURES, INC.
Registration Number:	3958047	SHADE CONCEPTS

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name:	Stephanie S. Kann, Senior Paralegal
Address Line 1:	3161 Michelson Drive
Address Line 2:	Gibson, Dunn & Crutcher LLP
Address Line 4:	Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	73907-00001
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NAME OF SUBMITTER:	Stephanie S. Kann
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SIGNATURE:	/stephanie s. kann/
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DATE SIGNED:	07/21/2015
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Total Attachments: 8

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**RELEASE OF FIRST LIEN PARENT INTELLECTUAL PROPERTY SECURITY
AGREEMENT SUPPLEMENT**

This Release of First Lien Parent Intellectual Property Security Agreement Supplement (this “Release”) is made as of June 23, 2015, by Guggenheim Corporate Funding, LLC, a New York limited liability company, in its capacity as First Lien Collateral Agent under (and as defined in) the Security Agreement referred to below (the “Secured Party”) for the benefit of Playpower, Inc., a Delaware corporation; Playpower Holdings Inc., a Delaware corporation; E-Z-Dock, Inc., a Minnesota corporation; Kid Play, Inc., a Delaware corporation; Miracle Recreation Equipment Company, an Iowa corporation; Playpower LT Farmington, Inc., a Missouri corporation; Shade Structures, Inc., a Delaware corporation; and Soft Play, L.L.C., a Delaware limited liability company (the “Debtors”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

W I T N E S S E T H:

WHEREAS, the Debtors and the Secured Party are parties to that certain First Lien Parent Intellectual Property Security Agreement Supplement dated as of January 30, 2014 (as amended, restated or otherwise modified through the date hereof, the “Security Agreement”), pursuant to which the Debtors have granted to the Secured Party for its benefit and the benefit of various other financial institutions, a security interest in the intellectual property set forth on Schedules A, B and C hereto (the “IP”) and the goodwill of the business symbolized by such IP, and the registrations and applications therefor (together with the IP, the “IP Collateral”);

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office at Reel 5207/Frame 0595 for trademarks and Reel 032153/Frame 0315 for patents; and

WHEREAS, the Debtors have requested that the Secured Party provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release of its security interest, and claims of security interest, in the IP Collateral and the Secured Party is willing to provide such document, subject to the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

1. The Secured Party does hereby terminate, release and discharge the entirety of any and all security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement to the IP Collateral and any right, title or interest of the Secured Party in such IP Collateral shall hereby terminate, cease and become void. The Secured Party hereby assigns, transfers and conveys any and all right, title or interest of the Secured Party in the IP Collateral to the Debtors. Secured Party agrees to provide cooperation and assistance to the Debtors (including, without limitation, the execution and delivery of any and all documents or other instruments, which must be prepared and filed by the Debtors, at the sole cost and expense of the Debtors) reasonably requested by the Debtors to more fully and effectively effect the purposes of this Release.


2. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be

deemed an original, but all such counterparts together shall constitute but one and the same instrument.

3. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has caused this Release of First Lien Parent Intellectual Property Security Agreement Supplement to be executed and delivered as of the date first written above.

GUGGENHEIM CORPORATE FUNDING,
LLC, as First Lien Collateral Agent

By: 

Name: Benjamin Goodman

Title: Attorney in fact



SCHEDULE A






PATENTS:

Title	Country	Application/ Registration Number	Filing/ Registration Date	Owner
Shade structure and methodology having swiveling perimeter beam	United States	Patent No. 6,286,268	Reg. Date 9/11/2001	Shade Structures, Inc.
Shade structure	United States	Patent No. D530,828	Reg. Date 10/24/2006	Shade Structures, Inc.
Shade structure	United States	Patent No. D530,023	Reg. Date 10/10/2006	Shade Structures, Inc.
Shade structure	United States	Patent No. D530,434	Reg. Date 10/17/2006	Shade Structures, Inc.
Shade structure	United States	Patent No. D530,022	Reg. Date 10/10/2006	Shade Structures, Inc.
Shade structure	United States	Patent No. D530,829	Reg. Date 10/24/2006	Shade Structures, Inc.
Shade structure	United States	Patent No. D530,433	Reg. Date 10/17/2006	Shade Structures, Inc.
Shade structure	United States	Patent No. D530,827	Reg. Date 10/24/2006	Shade Structures, Inc.

SCHEDULE B

TRADEMARKS:

Trademark	Country	Serial/Registration Number	Filing/Registration Date	Owner
	United States	Reg. No. 2,852,612	Reg. Date 6/15/2004	Shade Structures, Inc.
SUN PORTS	United States	Reg. No. 3,089,529	Reg. Date 5/9/2006	Shade Structures, Inc.
	United States	Reg. No. 3,144,258	Reg. Date 9/19/2006	Shade Structures, Inc.

Trademark	Country	Serial/Registration Number	Filing/Registration Date	Owner
	United States	Reg. No. 3,873,739	Reg. Date 11/9/2010	Shade Structures, Inc.
	United States	Reg. No. 3,880,233	Reg. Date 11/23/2010	Shade Structures, Inc.
	United States	Reg. No. 3,886,608	Reg. Date 12/7/2010	Shade Structures, Inc.
UV MAN	United States	Reg. No. 3,902,135	Reg. Date 1/4/2011	Shade Structures, Inc.
	United States	Reg. No. 3,908,311	Reg. Date 1/18/2011	Shade Structures, Inc.
	United States	Reg. No. 3,958,047	Reg. Date 5/10/2011	Shade Structures, Inc.

COMMON LAW TRADEMARKS, NAMES AND DESIGNS:

Common Law Trademarks, Names and Designs



SUN PORTS & Design

Sun Ports International, Inc.

SUN PORTS INTERNATIONAL & Design

SUPER STRUCTURE

SUPERSPAN

TELEBRELLA



UV Man Costume



UV Protection Design

UV SCREEN PROTECTOR

SCHEDULE C

COPYRIGHTS: None.

DOMAIN NAMES:

Domain Name	Registrant
Arizonashadestructures.com	Shade Structures, Inc.
Arizonashadestructures.net	Shade Structures, Inc.
Budgetshade.com	Shade Structures, Inc.
Budgetshade.net	Shade Structures, Inc.
Budgetshades.net	Shade Structures, Inc.
Californiashadestructures.com	Shade Structures, Inc.
Californiashadestructures.net	Shade Structures, Inc.
Cheapshade.net	Shade Structures, Inc.
Custom-canopies.net	Shade Structures, Inc.
Discountshade.net	Shade Structures, Inc.
Floridashadestructures.net	Shade Structures, Inc.
Shade-america.com	Shade Structures, Inc.
Shade-construction.com	Shade Structures, Inc.
Shadeamerica.net	Shade Structures, Inc.
Shadeconcepts.com	Shade Structures, Inc.
Shadeconstruction.com	Shade Structures, Inc.
Shademanufacturing.com	Shade Structures, Inc.
Shademanufacturing.net	Shade Structures, Inc.
Shadestructures.net	Shade Structures, Inc.
Shadezones.net	Shade Structures, Inc.
Sunports.com	Shade Structures, Inc.
Sunportsaz.com	Shade Structures, Inc.
Sunportsnv.com	Shade Structures, Inc.
Usa-shade.com	Shade Structures, Inc.
Usa-shade.net	Shade Structures, Inc.

Domain Name	Registrant
Usashade.com	Shade Structures, Inc.
Usashade.net	Shade Structures, Inc.
Usashadeandfabric.com	Shade Structures, Inc.
Usashadeandfabricstructures.com	Shade Structures, Inc.
Vehicleprotectionstructures.com	Shade Structures, Inc.
Vehicleprotectionstructures.net	Shade Structures, Inc.
Vehicleprotectionstructures.org	Shade Structures, Inc.
Vpslp.com	Shade Structures, Inc.
Vpslp.net	Shade Structures, Inc.
Hailcanopies.com	Shade Structures, Inc.
Hailcanopies.net	Shade Structures, Inc.
Hailcovers.net	Shade Structures, Inc.
Hailnets.com	Shade Structures, Inc.
Hailnets.net	Shade Structures, Inc.
Hailprotection.net	Shade Structures, Inc.
Hailtent.com	Shade Structures, Inc.
Hailtent.net	Shade Structures, Inc.
Hailtents.com	Shade Structures, Inc.
Hailtents.net	Shade Structures, Inc.
Nevadashadestructures.net	Shade Structures, Inc.
Oklahomashadestructures.com	Shade Structures, Inc.
Oklahomashadestructures.net	Shade Structures, Inc.