

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Hanson Group, LLC		11/29/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	PlayCore Acquisition Sub XIV, LLC		
Street Address:	544 Chestnut Street		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37402		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4271418	ELEMENT CLIMBING	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	3127758000		
Email:	rspuhler@mcandrews-ip.com		
Correspondent Name:	Ronald H. Spuhler		
Address Line 1:	500 West Madison, 34th Floor		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Ronald H. Spuhler		
SIGNATURE:	/RHS/		
DATE SIGNED:	01/11/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "**Trademark Assignment**"), dated as of November 29, 2021, is made by THE HANSON GROUP, LLC, a Georgia limited liability company ("**Assignor**"), in favor of PLAYCORE ACQUISITION SUB XIV, LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, under the terms of the Asset Purchase Agreement, dated as of the date hereof, by and among Assignor and Assignee (the "**Asset Purchase Agreement**"), Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.** Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following (the "**Assigned Trademark Rights**"):

(a) all trademark registrations and applications set forth in **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with all of the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including, but not limited to, all rights in and to any other applications or registrations for the Trademarks filed anywhere in the world and all rights to claim priority in any country on the basis of any such applications or registrations;

(c) 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

(d) 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, 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 Other Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, without further consideration, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademark Rights to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignee and Assignor with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in 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 Trademark Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Successors and Assigns. This Trademark 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 Trademark 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 Trademark 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).

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

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

ASSIGNOR:

THE HANSON GROUP, LLC,
a Georgia limited liability company

By: 
Name: W. Lee Hanson
Title: Chief Executive Officer

ASSIGNEE:

PLAYCORE ACQUISITION SUB XIV, LLC,
a Delaware limited liability company

By: _____
Name: Richard E. Ruegger
Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

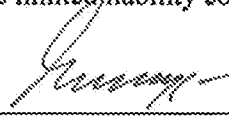
ASSIGNOR:

THE HANSON GROUP, LLC,
a Georgia limited liability company

By: _____
Name: W. Lee Hanson
Title: Chief Executive Officer

ASSIGNEE:

PLAYCORE ACQUISITION SUB XIV, LLC,
a Delaware limited liability company

By:  _____
Name: Richard E. Ruegger
Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007557 FRAME: 0246

SCHEDULE 1

ASSIGNED TRADEMARKS

Mark	Jurisdiction	Status	Reg. No.	Reg. Date
ELEMENT CLIMBING	U.S.	Registered	4271418	08-JAN-2013