

01-08-2001



101574180

filed
12.19.00

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

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

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

01/05/2001 6TOM11 00000118 75449054

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
650.00 OP

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

TRADEMARK
REEL: 002207 FRAME: 0082

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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)		
<input type="text" value="75 449054"/>	<input type="text" value="75 926403"/>	<input type="text" value="75 734450"/>	<input type="text" value="2097230"/>	<input type="text" value="2264106"/>	<input type="text" value="1522648"/>
<input type="text" value="75 798737"/>	<input type="text" value="75 926767"/>	<input type="text" value="75 734451"/>	<input type="text" value="2097223"/>	<input type="text" value="1867024"/>	<input type="text" value="1846761"/>
<input type="text" value="75 798736"/>	<input type="text" value="75 734452"/>	<input type="text" value="75 857496"/>	<input type="text" value="1807572"/>	<input type="text" value="1845630"/>	<input type="text" value="2260371"/>

Number of Properties Enter the total number of properties involved. #

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

Method of Payment: Enclosed 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.

Gary N. Meade, Jr.
Name of Person Signing

[Signature]
Signature

12/13/00
Date Signed

Additional Trademarks

Registration Numbers

1845631

2251353

Application Numbers

75926402

75857495

75926418

75867901

75926225

76069502

76069501

U.S. Trademark Applications and Registrations

SCHEDULE A

Mark	App/Reg No.
ACTIVITIES UNLIMITED	2,097,230
ACTIVITIES UNLIMITED & Design (Children playing)	2,097,223
BOOSTER BUDDY & Design (Happy face)	1,807,572
FOR HAPPY FACES IN PUBLIC PLACES	2,264,106
KOALA BEAR KARE	1,867,024
KOALA BEAR KARE & Design (Baby in cradle)	1,845,631
KOALA BEAR KARE & Design (Baby in seat)	1,845,630
KOALA BEAR KARE & Design (Mother and baby)	1,522,648
KOALA BEAR KARE & Design (Baby in diaper)	1,846,761
TURNING PLAY INTO PROFIT TM	2,260,371
DELTA PLAY	75/449,054
FAMILYTRACK	2,251,353
KOALA PLAY SYSTEMS	75/798,737
LITTLE BEAR	75/798,736

Mark	App/Reg No.
LITTLE BEAR	75/926,403
BIG BEAR	75/926,767
SUPER MAX	75/734,452
DURA MAX	75/734,450
PARK STRUCTURES	75/734,451
KOALA	75/857,496
KOALA	75/926,402
KOALA BEAR KARE & Design (Updated Mother & Baby)	75/857,495
KOALA BEAR KARE & Design (Updated Mother & Baby)	75/926,418
KOALA KARE	75/867,901
Little Bear Design	75/926,225
BARK PARK	76/069,502
BARK PARK	76/069,501
HYDROGLIDER	75/906,389
SCS INTERACTIVE INCORPORATED & Design	2,382,159
THE NEW WAY TO PLAY	2,330,836
SCS INTERACTIVE	2,374,224
THE FOAM FACTORY	2,260,534
BALLPLAY	2,346,162

Mark	App/Reg No.
WETPLAY	75/195,018
SCS	1,893,063
INTERACTIVE WATERPLAY	1,871,424
DESIGNED WITH CHILDREN IN MIND	75/925,755
Design	75/729,191
FIBAR SYSTEMS	1,825,612
FIBAR SYSTEMS	1,815,220
THE FIBAR SYSTEM	1,464,860
FIBARFELT	1,380,497
FIBAR & Design	1,176,427

Foreign Trademark Applications and Registrations

Country	Mark	App/Reg No.
Australia	KOALA KARE & Design	800123
Brazil	KOALA KARE	822468158
Brazil	KOALA KARE	822468166
Brazil	KOALA BEAR KARE & Design	822468182
Brazil	KOALA BEAR KARE & Design	822468190
Canada	KOALA BEAR KARE	461,465
Canada	KOALA BEAR KARE & Design (Baby in seat)	461,467
Canada	KOALA BEAR KARE & Design (Baby in cradle)	461,468
Canada	KOALA BEAR KARE & Design (Baby in diaper)	461,466
Canada	DELTA PLAY	1,022,446
Community Trademark Application	KOALA BEAR KARE & Design	1160936
Community Trademark Application	KOALA	1546209
South Africa	KOALA BEAR KARE & Design	99/07006

SCHEDULE B -- PATENTS

<u>PATENT</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
Fold down wall mounted diaper changing table	D326384	5/26/92
Booster seat apparatus	5332286	7/26/94
Foldable infant seat cradle support stand	5470039	11/28/95
Countertop mounted changing station	5987677	11/23/99
Stackable children's highchair	5927805	7/27/99
Wall mounted infant changing station with improved hinge	5906015	5/25/99
Shopping Cart	D318,550	7/23/91
Chair for a Child	D365,449	12/26/95
Booster Seat	D376,920	12/31/96
Baby Seat	D381,818	8/5/97
Shopping Cart having an Infant Carrier	4,834,404	5/30/89
Shopping Cart having an Infant Carrier	4,971,343	11/20/90
Child Restraint Strap for a Shopping Cart Seat	5,263,726	11/23/93
Infant Seat for use in Carts	5,277,473	1/11/94

<u>PATENT</u>	<u>APP. NO.</u>	<u>FILING DATE</u>
Diaper Changing Station with Prerecorded Voice Instructions	60/121,890	2/26/99
Diaper Changing Station with Prerecorded Voice Instructions	09/513708	2/25/00
Soft Surfaced Play Structures and an Apparatus and Method for Forming such Soft Surfaced Play Structures	09/143,178	8/28/98
Vertical Diaper Changing Station with no Backing Plate	60/141,174	6/25/99
Infant Seat and Cart	08/912,103	8/18/97

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

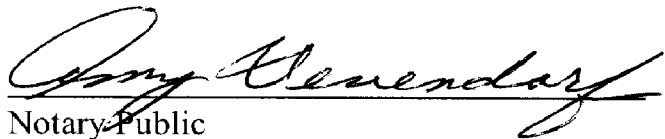
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, KOALA CORPORATION, a Colorado corporation (the "Assignor") with principal offices at 11600 East 53rd Avenue, Unit D, Denver, Colorado 80239, hereby assigns and grants U.S. BANK NATIONAL ASSOCIATION, with offices at 8041 East Belleview, Denver, CO 80237 and the Lenders, as defined in the Revolving Credit and Security Agreement among the Assignor and the Lenders, (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 obligations of the Assignor (the "Secured Obligations") under the Borrower's Revolving Credit and Security Agreement between the Assignor and the Assignee, dated as of November 17, 2000 (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.

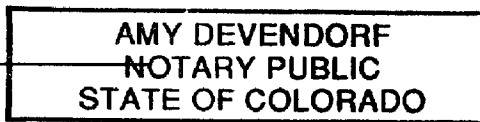
This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The right and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set 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.

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

On this 17th of November, 2000, before me personally came Joni M. Fish
who, being by me duly sworn, did state as follows: that [s]he is Vice President of US
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 governing body of said entity.


Notary Public

My Commission expires: _____



My Commission Expires April 21, 2002