


12-19-2001  


101921817

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Fleet National Bank

10/30/01

- Individual(s)
- General Partnership
- Corporation-State
- Other National bank
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Security interest release
- Merger
- Change of Name

Execution Date: May 17, 2000

2. Name and address of receiving party(ies)

Name: PlayCore, Inc. f/k/a Newco, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1212 Barberrry Drive  
City: Janesville State: WI Zip: 53545

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

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

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

A. Trademark Application No.(s)  
See Exhibit 1

B. Trademark Registration No.(s)  
See Exhibit 2

Additional number(s) attached  Yes  No

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

Name: Caroline R. Clark, Esq.

Internal Address: Weil, Gotshal & Manges LLP

12/18/2001 6TOM11 00000159 230800 75096123

01 FC:481 40.00 CH  
02 FC:482 1825.00 CH

Street Address: 767 Fifth Avenue

City: NY State: NY Zip: 10153

6. Total number of applications and registrations involved: \_\_\_\_\_

74

7. Total fee (37 CFR 3.41).....\$ 1,865.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-0800

(Attach 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.*

Caroline R. Clark

Name of Person Signing

Caroline R. Clark

Signature

10/29/01

Date

6

Total number of pages including cover sheet, attachments, and document

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

# EXHIBIT 1

1.	GT-X	<u>75/096,123</u>
2.	KIDCOURSE	74/675,324
3.	PLAYLAB-ITU	74/330,576
4.	SLIDE 'N GLIDE	74/694,149
5.	SWIFT RIDER	75/042,073
6.	TIDALWAVE	74/689,668
7.	WAVERIDER	74,689,639

## EXHIBIT 2

1.	EXER-TRAC	1,810,899
2.	BIO-ORB	1,974,024
3.	BIGFOOT	2,109,896
4.	CUT-A-LETTER	1,164,400
5.	DURASCAPE	1,412,480
6.	FLIP SLIDE	2,116,889
7.	FUN 'N FITNESS	1,684,522
8.	FUN 'N FITNESS	1,666,661
9.	FUN 'N FITNESS	1,690,247
10.	FUN-TIME	1,698,038
11.	GAME TIME	1,541,676
12.	GAME TIME	2,030,485
13.	GAME TIME	2,006,064
14.	GT FABRICATORS	2,032,182
15.	KIDTIME DESIGNS	1,880,166
16.	MEGALOC	1,932,462
17.	MISCELLANEOUS DESIGN	1,680,464
18.	CHALLENGER	1,770,220
19.	COMMANDER'S TOWER	1,752,713
20.	SCOUT TOWER PLUS	1,764,674
21.	MOD "U" LOG	1,133,752
22.	PLAY IT SAFE WITH GAMETIME	2,047,241
23.	PLAYLAB	1,841,409
24.	POWERSCAPE	1,809,357
25.	PRIMETIME	1,980,181
26.	SADDLE-MATES	0,707,172
27.	SLIDETIME	1,804,626
28.	TIMB "R" MOD	1,190,829
29.	TOMORROW'S PLAY TODAY	2,124,236
30.	TOTTIME	1,495,218
31.	TOTTIME AND DESIGN	1,614,855
32.	ULTRUM	1,425,770
33.	WAIST-HI	1,493,020

34.	COMPETITOR	2,006,412
35.	COOL WAVE SLIDE	1,743,336
36.	COVERED WAGON	1,928,414
37.	EAGLES NEST	1,741,485
38.	EZ FRAME BRACE	1,746,769
39.	EZ FRAME BRACKET	1,813,369
40.	EZ RYDER	1,764,658
41.	FIVE STAR	1,748,665
42.	FRONTIER TOWER	1,743,360
43.	LANDMARK	1,741,479
44.	Miscellaneous Design (Handprint)	1,740,007
45.	MUSTANG PLUS	1,803,329
46.	PIKES PEAK	1,736,800
47.	PIONEER	1,744,665
48.	PROJECT PLANNER	1,786,774
49.	RANGER TOWER	1,763,031
50.	RENEGADE	1,804,616
51.	RUSTLER	1,804,620
52.	SCOUT PLUS	1,764,675
53.	SIDE WINDER SLIDE	2,010,293
54.	SKY FORT	1,735,034
55.	SKYSCRAPER	1,804,617
56.	STAR TOWER	2,016,836
57.	SWING-N-SLIDE	1,780,415
58.	TEDDY BEAR SWING	1,791,128
59.	TOWER TUNNEL	1,804,619
60.	TRADING POST	1,731,350
61.	TRAILBLAZER	1,733,319
62.	TURBO TUBE SLIDE	1,905,747
63.	TWIN TOWERS	1,806,248
64.	WESTPOINT	1,741,481
65.	ALL AMERICAN	1,804,618
66.	COMMANDER'S TOWER KINGDOM	1,804,621
67.	TROOPER	1,770,219

**RELEASE OF SECURITY INTEREST OF  
TRADEMARKS AND SERVICE MARKS**

THIS RELEASE is granted by FLEET NATIONAL BANK (hereinafter referred to "Fleet") to PLAYCORE, INC., formerly known as NEWCO, INC., a Delaware Corporation (hereinafter referred to as "PlayCore").

WHEREAS, Fleet, as agent, acting for itself and certain other lenders entered into the Credit Agreement dated March 13, 1997, (the "Credit Agreement"), among PlayCore, Inc., certain of its subsidiaries, and certain lenders party thereto;

WHEREAS, PlayCore and Fleet entered into a Guarantee and Security Agreement (hereinafter referred to as the "Guarantee Agreement") and a related Trademark and Service Mark Security Agreement (hereinafter referred to as the "Security Agreement") by which Fleet acquired a security interest in all right, title and interest in and to PlayCore's trademarks and service marks, together with the goodwill of the business symbolized by such trademarks and service marks, and the applications or registrations thereof, including but not limited to, the trademarks and service marks listed in Exhibit "A" attached to the Security Agreement to secure the payment and performance of the obligations in the Credit Agreement and Guarantee Agreement;

WHEREAS, the Security Agreement was recorded in the U.S. Patent and Trademark Office on March 20, 1997 at Reel 1575 at Frame 711; and

WHEREAS, all of the obligations under the Credit Agreement and Guarantee Agreement have been satisfied and Fleet desires to release the security interest granted in the Guarantee Agreement and Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Fleet hereby releases the security interest in the "Collateral" (as defined in the Security Agreement) including without limitation all right, title and interest in and to PlayCore's trademarks and service marks, together with the goodwill of the business symbolized by such trademarks and service marks, and the applications and registrations thereof, including but not limited to, the trademarks and service marks listed in Exhibit "A" attached to the Security Agreement to PlayCore.

