

08-18-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



Tab settings

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

1. Name of conveying party(ies):
 Playcore Wisconsin, Inc.
 PS Commercial Play, LLC
 Heartland Industries, Inc.

8-12-03

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Second Lien Trademark Security Agreement

Execution date: April 23, 2003

2. Name and address of receiving party(ies):
 Name: _____
General Electric Capital Corporation
 Internal Address: _____
 Street Address: 335 Madison Avenue, 12th Floor
 City: New York State: NY Zip: 10017

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

2003 AUG 12 AM 7:11
OPER/FINANCE

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

A. Trademark Application No.(s) See Schedule 1
 Additional number(s) attached _____

B. Trademark Registration No.(s) 2,211,281 and others on Schedule I
 Yes No

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

Name: Courtney S. Marcus, Esq.
 Internal Address: Weil, Gotshal & Manges, LLP

 Street Address: 200 Crescent Court, Suite 300

 City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 160

7. Total fee (37 CFR 3.41): \$ 4015.00
 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.

Phyllis Eremitaggio Phyllis Eremitaggio August 12, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 12

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

08/15/2003 ECOOPER 00000052 230800 2211281

01 FC:8521 40.00 DA
02 FC:8522 3975.00 DA

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

PlayCore Wisconsin, Inc., a Wisconsin corporation

Certain of the trademarks in Section this Schedule are titled, in the records of the appropriate federal office, in the name of PlayCore, Inc., Newco, Inc., Swing-N-Slide Corp., or GameTime, Inc. Pursuant to operation of law, these items are now owned by PlayCore Wisconsin.

Trademark Applications:

See also attached Trademark List of GameTime, Inc.

	<u>Trademark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>
1.	Astro Speeder	2,211,281	12/15/98
2.	Competitor	2,006,412	10/8/96
3.	Cool Wave Slide	1,743,336	12/29/92
4.	Covered Wagon	1,928,414	10/17/95
5.	Discovery Mountain	2,209,296	12/8/98
6.	Eagles Nest	1,741,485	12/22/92
7.	EZ Frame Bracc	1,746,769	1/19/93
8.	EZ Frame Bracket	1,813,369	12/28/93
9.	EZ Ryder	1,764,658	4/13/93
10.	Five Star	1,748,665	1/26/93
11.	Frontier Tower	1,743,360	12/29/92
12.	Landmark	1,741,479	12/22/92
13.	Looknut	1,908,624	8/1/95
14.	Miscellaneous Design (Handprint)	1,740,007	12/15/92
15.	Mustang	1,803,329	11/9/93
16.	Pikes Peak	1,736,800	12/1/92
17.	Pioneer	1,744,665	1/5/93
18.	Project Planner	1,786,774	8/10/93
19.	Ranger Tower	1,763,031	4/6/93
20.	Rengade	1,804,616	11/16/93
21.	Rustler	1,804,620	11/16/93
22.	Scout	1,764,675	4/13/93
23.	Side Winder Slide	2,010,293	10/22/96
24.	Sky Fort	1,735,034	11/24/92
25.	Skyscraper	1,804,617	11/16/93
26.	Star Tower	2,016,836	11/19/96
27.	Swing-N-Slide (Australia) APP	635457	7/20/94
28.	Swing-N-Slide (Benclux)	552828	7/20/94
29.	Swing-N-Slide (Denmark)	00.111-1995	1/6/95

TRADEMARKS

	<u>Trademark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>
30.	Swing-N-Slide (France)	94/540,751	10/18/94
31.	Swing-N-Slide (Germany)	2 911 371	8/21/95
32.	Swing-N-Slide (Mexico)	490,518	5/2/95
33.	<i>Swing-N-Slide (Norway) - APP</i>	944594	8/22/94
34.	Swing-N-Slide (Spain)	1,922,999	4/5/95
35.	<i>Swing-N-Slide (Sweden) - APP</i>	94-8251	8/17/94
36.	Swing-N-Slide (United States)	1,780,415	7/6/93
37.	Teddy Bear Swing	1,791,128	8/31/93
38.	Tower Tunnel	1,804,619	11/16/93
39.	Trading Post	1,731,350	11/10/92
40.	Trailblazer	1,733,319	11/17/92
41.	Turbo Tube Slide	1,905,747	7/18/95
42.	Twin Towers	1,806,248	11/23/93
43.	Westpoint	1,741,481	12/22/92
44.	All American (Newco, Inc.)	1,804,618	11/16/93
45.	Commander's Tower Kingdom (Newco, Inc.)	1,804,621	11/16/93
46.	Trooper (Newco, Inc.)	1,770,219	5/11/93
47.	Cameron	75/362,168	10/24/97
48.	Prescott	75/362,118	9/21/97
49.	Speed Slide	75/716,041	5/27/99
50.	Exer-Trac	1,810,899	12/14/93
51.	Bio-Orb	1,974,024	5/11/96
52.	Xtra Gard	1,180,166	12/1/81
53.	F5	78/230,838	3/27/03
54.	Tornado	78/214,530	2/13/03
55.	The Power of Play	76/446,441	9/2/02
56.	Wallcano	76/445,558	8/30/02
57.	GT Action	76/407,593	5/14/03
58.	Moving Play Forward	2,683,267	2/4/03
59.	Miscellaneous Design ("T" in a circle)	76/388,124	3/27/02
60.	Miscellaneous Design (Plus sign in a circle)	76/387,174	3/26/02
61.	Powerblock	76/387,343	3/27/02
62.	Powerscope	76/387,327	3/26/02
63.	Children in Play and Design	76/350,475	12/17/01
64.	Children in Play	76/349,386	12/17/01
65.	Pine Bluff	76/348,271	12/13/01
66.	Rainwheel	76/313,941	9/18/01
67.	Wildslide	76/313,648	9/18/01
68.	Cyberslide	2,701,284	3/25/03

Trademarks

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TRADEMARKS

	<u>Trademark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>
69.	Playground Pets	2,651,652	11/19/02
70.	GT H2O	2,648,995	11/12/02
71.	Miscellaneous Design (Atom design)	2,585,243	6/25/02
72.	Playcore	2,567,406	5/7/02
73.	Play On	76/304,819	8/24/01
74.	Kidmagnets	2,682,666	2/4/03
75.	GTIMPAX	76/287,304	7/18/01
76.	Buzz the Bumble Bee	2,701,027	3/25/03
77.	Titan	2,605,670	8/6/02
78.	Swing-N-Slide Tuff Kids Commercial Playgrounds	2,501,550	10/30/01
79.	Tuff Kids	2,501,514	10/30/01
80.	Cosmic Cub	2,428,350	2/13/01
81.	Tuff Tots	2,471,262	7/24/01
82.	Cosmic Communicator	2,428,349	2/13/01
83.	Kids-I-View	2,408,814	11/28/00
84.	Shuttle Tower	2,492,084	9/25/01
85.	Lunar Mountain Climber	2,417,554	1/2/01
86.	Shuttle Glider	2,492,080	9/25/01
87.	Twin Shuttle Towers	2,492,078	9/25/01
88.	Discovery Mountain	2,209,296	12/8/98
89.	Astro Speeder	2,211,281	12/15/98
90.	Side Winder Slide	2,010,293	10/22/96
91.	Gametime A Playcore Company and Design	76/447,924	9/9/02
92.	Mega Rockslide	76/289,503	7/21/01
93.	Inchworm	2,506,883	11/13/01
94.	Sky Wheel	2,519,898	12/18/01
95.	Miscellaneous Design (Exclamation Mark with Swoosh)	76/200,291	1/26/01
96.	Xtremeplay (Stylized)	2,653,488	11/26/02
97.	Fish Tail Access	2,615,856	9/3/02
98.	Inchworm Climber	2,664,060	12/17/02
99.	Caterpillar Climber	2,664,059	12/17/02
100.	Wave Climber	2,664,058	12/17/02
101.	Kidcurbs	2,551,006	3/19/02
102.	Fitkid	2,499,003	10/16/01
103.	Trecplay	2,468,498	7/10/01
104.	GT	2,557,742	4/9/02

Trademarks
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 23, 2003, by PLAYCORE WISCONSIN, INC., a Wisconsin corporation ("Borrower"), PS COMMERCIAL PLAY, LLC, a Delaware limited liability company ("PS Commercial"), and HEARTLAND INDUSTRIES, INC. (DE), a Delaware corporation ("Heartland") (each a "Grantor" and collectively, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated of even date herewith, by and among Grantors, the other Credit Parties signatory thereto and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make the Loans for the benefit of Borrower and guaranteed by PS Commercial and Heartland;

WHEREAS, Lender is willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender, that certain Second Lien Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Second Lien Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender, this Second Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows.

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Lender a continuing second priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all registrations, reissues, divisionals, renewals, restorations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Second Lien Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Second Lien Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLAYCORE WISCONSIN, INC.

By: Robert A Farnsworth
Name: Robert A Farnsworth
Title: Pres & CEO

PS COMMERCIAL PLAY, LLC

By: Robert A Farnsworth
Name: Robert A Farnsworth
Title: Pres & CEO

HEARTLAND INDUSTRIES, INC. (DR)

By: Robert A Farnsworth
Name: Robert A Farnsworth
Title: Pres & CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Lender

By: _____
Name: _____
Title: _____

(SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT)

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLAYCORE WISCONSIN, INC.

By: _____
Name:
Title:

PS COMMERCIAL PLAY, LLC

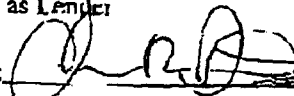
By: _____
Name:
Title:

HEARTLAND INDUSTRIES, INC. (DE)

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Lender

By:  _____
Name: _____
Title: _____

(SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT)