

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Second Lien Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|-------------------------------------|
| PlayCore Wisconsin, Inc. | | 08/13/2004 | CORPORATION: WISCONSIN |
| PS Commercial Play, LLC | | 08/13/2004 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------------------|
| Name: | Credit Suisse First Boston |
| Street Address: | Eleven Madison Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10010 |
| Entity Type: | Banking Institution: SWITZERLAND |

PROPERTY NUMBERS Total: 112

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------|
| Registration Number: | 2276558 | ARLINGTON |
| Registration Number: | 2211281 | ASTRO SPEEDER |
| Registration Number: | 2586272 | BARK PARK |
| Registration Number: | 2109896 | BIGFOOT |
| Registration Number: | 1974024 | BIO-ORB |
| Registration Number: | 2312893 | BRISTOL |
| Registration Number: | 2701027 | BUZZ THE BUMBLE BEE |
| Registration Number: | 2664059 | CATERPILLAR CLIMBER |
| Registration Number: | 2428349 | COSMIC COMMUNICATOR |
| Registration Number: | 2428350 | COSMIC CUB |
| Registration Number: | 1928414 | COVERED WAGON |
| Registration Number: | 2701284 | CYBERSLIDE |
| Registration Number: | 2209296 | DISCOVERY MOUNTAIN |
| Registration Number: | 2403690 | DURA MAX |

OP \$2815.00 2276558

| | | |
|----------------------|---------|---|
| Registration Number: | 1412480 | DURASCAPE |
| Registration Number: | 2276560 | EARLEVILLE |
| Registration Number: | 2390471 | ENRICHING CHILDHOOD THROUGH PLAY |
| Registration Number: | 2454742 | ENRICHING CHILDHOOD THROUGH PLAY SINCE 1929 GAME GT TIME |
| Registration Number: | 2282058 | ESCALANTE |
| Registration Number: | 2485557 | EXTREME PLAY |
| Registration Number: | 1813369 | EZ FRAME BRACKET |
| Registration Number: | 2615856 | FISH TAIL ACCESS |
| Registration Number: | 2499003 | FITKID |
| Registration Number: | 2116889 | FLIP SLIDE |
| Registration Number: | 1541676 | GAME TIME |
| Registration Number: | 2006064 | GAMETIME |
| Registration Number: | 2030485 | GAMETIME |
| Registration Number: | 2758530 | GAMETIME A PLAYCORE COMPANY |
| Registration Number: | 2557742 | GT |
| Registration Number: | 2032182 | GT FABRICATORS |
| Registration Number: | 2648995 | GT H20 |
| Registration Number: | 2726510 | GTIMPAX |
| Registration Number: | 2362150 | GT-X |
| Registration Number: | 2276559 | GULFPORT |
| Registration Number: | 2506883 | INCHWORM |
| Registration Number: | 2664060 | INCHWORM CLIMBER |
| Registration Number: | 2551006 | KIDCURBS |
| Registration Number: | 2682666 | KIDMAGNETS |
| Registration Number: | 2408814 | KIDS-I-VIEW |
| Registration Number: | 1880166 | KIDTIME DESIGNS |
| Registration Number: | 2589117 | LITTLEFOOT |
| Registration Number: | 1908624 | LOOKOUT |
| Registration Number: | 2417554 | LUNAR MOUNTAIN CLIMBER |
| Registration Number: | 2229631 | MEGA ROCK |
| Registration Number: | 1932462 | MEGALOC |
| Registration Number: | 2818084 | |
| Registration Number: | 2722098 | |
| Registration Number: | 2585243 | |

| | | |
|----------------------|---------|--|
| Registration Number: | 2683267 | MOVING PLAY FORWARD |
| Registration Number: | 2276557 | OLD FORGE |
| Registration Number: | 2432941 | PARK STRUCTURES |
| Registration Number: | 2229632 | PEEK-A-BOO |
| Registration Number: | 2332350 | PENTESPLAY |
| Registration Number: | 2357495 | PLAY PALETTES |
| Registration Number: | 2567406 | PLAYCORE |
| Registration Number: | 2651652 | PLAYGROUND PETS |
| Registration Number: | 1841409 | PLAYLAB |
| Registration Number: | 2809167 | POWERLOCK |
| Registration Number: | 1809357 | POWERSCAPE |
| Registration Number: | 2738770 | POWERSCAPE |
| Registration Number: | 1980181 | PRIMETIME |
| Registration Number: | 2780236 | RAIN WHEEL |
| Registration Number: | 1804616 | RENEGADE |
| Registration Number: | 2705336 | ROCKSLIDE |
| Registration Number: | 1804620 | RUSTLER |
| Registration Number: | 0707172 | SADDLE-MATES |
| Registration Number: | 1764675 | SCOUT |
| Registration Number: | 2282057 | SEDONA |
| Registration Number: | 2492080 | SHUTTLE GLIDER |
| Registration Number: | 2492084 | SHUTTLE TOWER |
| Registration Number: | 2519898 | SKY WHEEL |
| Registration Number: | 1804617 | SKYSCRAPER |
| Registration Number: | 2332290 | SOFT CONTAINED PLAY, DONE THE RIGHT WAY. |
| Registration Number: | 2283867 | STREETSCAPE |
| Registration Number: | 2403691 | SUPER MAX |
| Registration Number: | 1780415 | SWING-N-SLIDE |
| Registration Number: | 2501550 | SWING-N-SLIDE TUFF KIDS COMMERCIAL PLAYGROUNDS |
| Registration Number: | 2340823 | THE ADVENTURE CONTINUES |
| Registration Number: | 2811516 | THE POWER OF PLAY |
| Registration Number: | 2605670 | TITAN |
| Registration Number: | 2124236 | TOMORROW'S PLAY TODAY |
| Registration Number: | 1495218 | TOTTIME |
| Registration Number: | 1614855 | TOTTIME |

| | | |
|----------------------|----------|----------------------------------|
| Registration Number: | 1804619 | TOWER TUNNEL |
| Registration Number: | 2468498 | TREEPLAY |
| Registration Number: | 2394161 | TREESCAPE |
| Registration Number: | 2501514 | TUFF KIDS |
| Registration Number: | 2471262 | TUFF TOTS |
| Registration Number: | 2679323 | TUFFCLAD |
| Registration Number: | 1905747 | TURBO TUBE SLIDE |
| Registration Number: | 2492078 | TWIN SHUTTLE TOWERS |
| Registration Number: | 1806248 | TWIN TOWERS |
| Registration Number: | 1425770 | ULTRUM |
| Registration Number: | 1493020 | WAIST-HI |
| Registration Number: | 2783025 | WALLCANO |
| Registration Number: | 2664058 | WAVE CLIMBER |
| Registration Number: | 2725525 | WILDSLIDE |
| Registration Number: | 2653488 | XTREMEPLAY |
| Serial Number: | 78230838 | F5 |
| Serial Number: | 76407593 | GT ACTION |
| Serial Number: | 78457543 | GTACTION |
| Serial Number: | 78293915 | MAXIMIZING THE POTENTIAL OF PLAY |
| Serial Number: | 76388124 | |
| Serial Number: | 78448397 | |
| Serial Number: | 78317707 | OVER-N-UNDER |
| Serial Number: | 78411053 | PLAYWORKS |
| Serial Number: | 78410927 | PLAYWORX |
| Serial Number: | 78249525 | T TOTSTUFF |
| Serial Number: | 78309652 | THE LEADER IN PLAY |
| Serial Number: | 78214530 | TORNADO |
| Serial Number: | 78314974 | WILDERSLIDE |
| Serial Number: | 78336852 | SKID |

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (714) 540-1235

Email: ipdocket@lw.com

Correspondent Name: Perry J. Viscounty, Esq.

Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 038263-0011

NAME OF SUBMITTER: Anna T Kwan

Total Attachments: 9
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of August 13, 2004 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of **PLAYCORE WISCONSIN, INC.** and **PS COMMERCIAL PLAY, LLC** (collectively, "Grantors") and **CREDIT SUISSE FIRST BOSTON, ACTING THROUGH ITS CAYMAN ISLANDS BRANCH**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Second Lien Pledge and Security Agreement dated as of August 13, 2004 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a 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 United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including the registrations and applications referred to on Schedule I hereto (collectively, "Trademarks");

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses");

(c) all extensions or renewals of the foregoing;

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

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement 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, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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.

[Remainder of page intentionally left blank]

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

PLAYCORE WISCONSIN, INC.

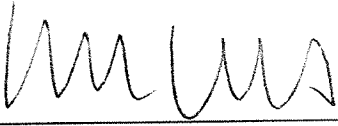
By: _____
Name: _____
Title: _____

PS COMMERCIAL PLAY, LLC

By: _____
Name: _____
Title: _____

Accepted and Agreed:

CREDIT SUISSE FIRST BOSTON,
acting through its Cayman Islands Branch,
as Collateral Agent

By:  _____

Name:

Title:

ROBERT HETU
DIRECTOR

By:  _____

Name:

Title:

VANESSA GOMEZ
ASSOCIATE

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Schedule I

| Trademark Applications | |
|------------------------|---------------------------------------|
| Serial No. | Mark |
| 78230838 | F5 |
| 76407593 | GT ACTION |
| 78457543 | GTACTION |
| 78293915 | MAXIMIZING THE POTENTIAL OF PLAY |
| 76388124 | Miscellaneous Design (circle i) |
| 78448397 | Miscellaneous Design (crossed orbits) |
| 78317707 | OVER-N-UNDER |
| 78411053 | PLAYWORKS (design) |
| 78410927 | PLAYWORX |
| 78249525 | T TOTSTUFF (stylized) |
| 78309652 | THE LEADER IN PLAY |
| 78214530 | TORNADO |
| 78314974 | WILDERSLIDE |
| 78336852 | SKID |

| Trademark Registrations | |
|-------------------------|---------------------|
| Reg. No. | Mark |
| 2276558 | ARLINGTON |
| 2211281 | ASTRO SPEEDER |
| 2586272 | BARK PARK |
| 2109896 | BIGFOOT |
| 1974024 | BIO-ORB |
| 2312893 | BRISTOL |
| 2701027 | BUZZ THE BUMBLE BEE |
| 2664059 | CATERPILLAR CLIMBER |
| 2428349 | COSMIC COMMUNICATOR |

Trademark Registrations

| Reg. No. | Mark |
|----------|---|
| 2428350 | COSMIC CUB |
| 1928414 | COVERED WAGON |
| 2701284 | CYBERSLIDE |
| 2209296 | DISCOVERY MOUNTAIN |
| 2403690 | DURA MAX |
| 1412480 | DURASCAPE |
| 2276560 | EARLEVILLE |
| 2390471 | ENRICHING CHILDHOOD THROUGH PLAY |
| 2454742 | ENRICHING CHILDHOOD THROUGH PLAY SINCE 1929 GAME GT TIME design |
| 2282058 | ESCALANTE |
| 2485557 | EXTREME PLAY |
| 1813369 | EZ FRAME BRACKET |
| 2615856 | FISH TAIL ACCESS |
| 2499003 | FITKID |
| 2116889 | FLIP SIDE |
| 1541676 | GAMETIME |
| 2006064 | GAMETIME |
| 2030485 | GAMETIME |
| 2758530 | GAMETIME A PLAYCORE COMPANY design |
| 2557742 | GT |
| 2032182 | GT FABRICATORS |
| 2648995 | GT H2O |
| 2726510 | GTIMPAX |
| 2362150 | GT-X |
| 2276559 | GULFPORT |
| 2506883 | INCHWORM |
| 2664060 | INCHWORM CLIMBER |
| 2551006 | KIDCURBS |
| 2682666 | KIDMAGNETS |
| 2408814 | KIDS-I-VIEW |

Trademark Registrations

| Reg. No. | Mark |
|----------|---|
| 1880166 | KIDTIME DESIGNS |
| 2589117 | LITTLEFOOT |
| 1908624 | LOOKOUT |
| 2417554 | LUNAR MOUNTAIN CLIMBER |
| 2229631 | MEGA ROCK |
| 1932462 | MEGALOC |
| 2818084 | Miscellaneous Design (circle t) |
| 2722098 | Miscellaneous Design (exclamation with swoop) |
| 2585243 | Miscellaneous Design (stylized circle i) |
| 2683267 | MOVING PLAY FORWARD |
| 2276557 | OLD FORGE |
| 2432941 | PARK STRUCTURES |
| 2229632 | PEEK-A-BOO |
| 2332350 | PENTESPLAY |
| 2357495 | PLAY PALETTES |
| 2567406 | PLAYCORE |
| 2651652 | PLAYGROUND PETS |
| 1841409 | PLAYLAB |
| 2809167 | POWERLOCK |
| 1809357 | POWERSCAPE |
| 2738770 | POWERSCAPE |
| 1980181 | PRIMETIME |
| 2780236 | RAIN WHEEL |
| 1804616 | RENEGADE |
| 2705336 | ROCKSLIDE |
| 1804620 | RUSTLER |
| 0707172 | SADDLE-MATES |
| 1764675 | SCOUT |
| 2282057 | SEDONA |
| 2492080 | SHUTTLE GLIDER |

Trademark Registrations

| Reg. No. | Mark |
|----------|---|
| 2492084 | SHUTTLE TOWER |
| 2519898 | SKY WHEEL |
| 1804617 | SKYSCRAPER |
| 2332290 | SOFT CONTAINED PLAY, DONE THE RIGHT WAY |
| 2283867 | STREETSCAPE |
| 2403691 | SUPER MAX |
| 1780415 | SWING-N-SLIDE |
| 2501550 | SWING-N-SLIDE TUFF KIDS COMMERCIAL PLAYGROUNDS & design |
| 2340823 | THE ADVENTURE CONTINUES |
| 2811516 | THE POWER OF PLAY |
| 2605670 | TITAN |
| 2124236 | TOMORROW'S PLAY TODAY |
| 1495218 | TOTTIME |
| 1614855 | TOTTIME design |
| 1804619 | TOWER TUNNEL |
| 2468498 | TREEPLAY |
| 2394161 | TREESCAPE |
| 2501514 | TUFF KIDS |
| 2471262 | TUFF TOTS |
| 2679323 | TUFFCLAD |
| 1905747 | TURBO TUBE SLIDE |
| 2492078 | TWIN SHUTTLE TOWERS |
| 1806248 | TWIN TOWERS |
| 1425770 | ULTRUM |
| 1493020 | WAIST-HI |
| 2783025 | WALLCANO |
| 2664058 | WAVE CLIMBER |
| 2725525 | WILDSLIDE |
| 2653488 | XTREMEPLAY design |