

07-02-2007



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To the Director of the U. S. Patent and Trademark Office

Attached documents or the new address(es) below.

6.27.07

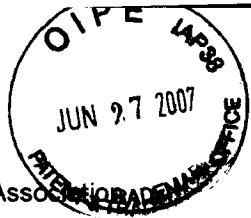
1. Name of conveying party(ies):

PlayCore Wisconsin, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Wisconsin
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No



2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PlayCore IP Sub, Inc

Internal Address: _____

Street Address: 430 Chestnut Street, Suite 300

City: Chattanooga

State: TN

Country: USA Zip: 37402

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 25 June 2007

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Correction of cover sheet for reel 3521, frame 0879; names of conveying parties and receiving parties were reversed in error.

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
see Schedule B

B. Trademark Registration No.(s)
see Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Jakub Maslikowski

Internal Address: Linklaters

Street Address: 1345 Avenue of the Americas

City: New York

State: NY Zip: 10105

Phone Number: (212) 830-9541

Fax Number: (212) 903-9100

Email Address: jakub.maslikowski@linklaters.com

6. Total number of applications and registrations involved:

47

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,190.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Michelle L. Garrett

25 June 2007

Date

06/29/2007 DBYRNE 00000067/76259961

Signature

40.00
1150.00 DP
Name of Person Signing

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

01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A**UNITED STATES TRADEMARK REGISTRATIONS**

| Trademark | Country | Filing Date | Serial No. | Reg. Date | Reg. No. |
|---|---------|-------------|------------|------------|-----------|
| BUZZ THE BUMBLE BEE | US | 11/6/2000 | 76/159,961 | 3/25/2003 | 2,701,027 |
| COSMX | US | 7/8/2004 | 78/447,697 | 11/29/2005 | 3,022,126 |
| CYBERSLIDE | US | 9/17/2001 | 76/313,197 | 3/25/2003 | 2,701,284 |
| DISCOVERY MOUNTAIN | US | 2/25/1998 | 75/440,200 | 12/8/1998 | 2,209,296 |
| DISCOVERY SERIES | US | 8/30/2004 | 78/475,878 | 5/9/2006 | 3,089,532 |
| DURA MAX | US | 6/23/1999 | 75/734,450 | 11/14/2000 | 2,403,690 |
| F5 | US | 3/27/2003 | 78/230,838 | 5/3/2005 | 2,946,690 |
| GT H2O | US | 9/10/2001 | 76/310,851 | 11/12/2002 | 2,648,995 |
| GTIMPAX | US | 7/18/2001 | 76/287,304 | 6/17/2003 | 2,726,510 |
| GTSHADE & Design | US | 7/30/2004 | 78/459,751 | 6/27/2006 | 3,110,303 |
| KIDMAGNETS | US | 7/20/2001 | 76/288,416 | 2/4/2003 | 2,682,666 |
| KIDTIME | US | 8/25/2004 | 78/473,019 | 11/22/2005 | 3,017,688 |
| LUNAR MOUNTAIN CLIMBER | US | 1/13/2000 | 75/896,072 | 1/2/2001 | 2,417,554 |
| MISCELLANEOUS DESIGN (Orbits) | US | 7/9/2004 | 78/448,397 | 5/2/2006 | 3,088,623 |
| MISCELLANEOUS DESIGN (Playcore Logo) | US | 9/6/2001 | 76/310,419 | 6/25/2002 | 2,585,243 |
| MISCELLANEOUS DESIGN (Powerscape Logo) | US | 3/26/2002 | 76/387,774 | 2/24/2004 | 2,818,084 |
| MOVING PLAY FORWARD | US | 3/28/2002 | 76/388,479 | 2/4/2003 | 2,683,267 |
| OVER-N-UNDER | US | 7/13/2004 | 78/317,707 | 8/9/2005 | 2,984,060 |
| PLAYCORE | US | 8/28/2001 | 76/306,214 | 5/7/2002 | 2,567,406 |
| PLAYGROUND PETS | US | 9/10/2001 | 76/311,611 | 11/19/2002 | 2,651,652 |
| PLAYWORX | US | 4/30/2004 | 78/410,927 | 3/14/2006 | 3,069,259 |
| PLAYWORX (Stylized) | US | 4/30/2004 | 78/411,053 | 3/14/2006 | 3,069,260 |
| POWERLOCK | US | 3/27/2002 | 76/387,343 | 1/27/2004 | 2,809,167 |
| POWERSCAPE | US | 3/26/2002 | 76/387,327 | 7/15/2003 | 2,738,770 |
| RAIN WHEEL | US | 9/18/2001 | 76/313,941 | 11/4/2003 | 2,780,236 |
| SHUTTLE GLIDER | US | 1/13/2000 | 75/896,062 | 9/25/2001 | 2,492,080 |
| SHUTTLE TOWER | US | 1/13/2000 | 75/896,311 | 9/25/2001 | 2,492,084 |
| SWING-N-SLIDE | US | 4/27/1992 | 74/269,926 | 7/6/1993 | 1,780,415 |
| SWING-N-SLIDE TUFF KIDS COMMERCIAL PLAYGROUNDS & Design | US | 2/22/2000 | 75/924,114 | 10/30/2001 | 2,501,550 |
| THE LEADER IN PLAY | US | 10/6/2003 | 78/309,652 | 3/8/2005 | 2,931,977 |
| THE POWER OF PLAY | US | 8/29/2002 | 76/446,441 | 2/3/2004 | 2,811,516 |
| TITAN | US | 11/6/2000 | 76/159,960 | 8/6/2002 | 2,605,670 |
| TOTSTUFF & Design | US | 5/14/2003 | 78/249,525 | 9/28/2004 | 2,890,407 |
| TUFF KIDS | US | 1/27/2000 | 75/904,371 | 10/30/2001 | 2,501,514 |

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TRADEMARK
REEL: 003521 FRAME: 0880

TRADEMARK
REEL: 003575 FRAME: 0357

| Trademark | Country | Filing Date | Serial No. | Reg. Date | Reg. No. |
|---------------------|---------|-------------|------------|------------|-----------|
| TUFF TOTS | US | 1/13/2000 | 75/896,314 | 7/24/2001 | 2,471,262 |
| TURBO TUBE SLIDE | US | 3/10/1993 | 74/366,650 | 7/18/1995 | 1,905,747 |
| TWIN SHUTTLE TOWERS | US | 1/13/2000 | 75/896,008 | 9/25/2001 | 2,492,078 |
| WALLCANO | US | 8/29/2002 | 76/445,558 | 11/11/2003 | 2,783,025 |
| WILDERSLIDE | US | 10/17/2003 | 78/314,974 | 5/31/2005 | 2,958,538 |
| WILDSLIDE | US | 9/18/2001 | 76/313,648 | 6/10/2003 | 2,725,525 |

SCHEDULE B**UNITED STATES TRADEMARK APPLICATIONS**

| Trademark | Country | Filing Date | Serial No. |
|----------------------------|---------|-------------|------------|
| BUILD AND PLAY IN ONE DAY! | US | 10/20/2005 | 78/736,923 |
| GIZMO | US | 10/19/2004 | 78/502,269 |
| GLIDEBOARD | US | 11/1/2204 | 78/509,320 |
| GT XCELERATOR | US | 8/31/2005 | 78/704,673 |
| SKY RUNNER | US | 11/13/2006 | 77/042,373 |
| XSCAPE | US | 2/20/2006 | 78/819,059 |
| ZIP SLIDE | US | 8/31/2005 | 78/704,194 |

SCHEDULE C**FOREIGN TRADEMARK REGISTRATIONS**

| Trademark | Country | Filing Date | Serial No. | Reg. Date | Reg. No. |
|---------------|---------|-------------|------------|-----------|----------|
| GAMETIME | CTM | 12/27/2000 | 2028425 | 10/7/2002 | 2026425 |
| SWING-N-SLIDE | Mexico | 8/4/1994 | 207,505 | 5/21/1995 | 490,518 |

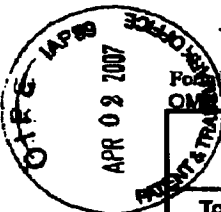
SCHEDULE D**FOREIGN TRADEMARK APPLICATIONS**

None.

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REEL: 003521 FRAME: 0881

TRADEMARK
REEL: 003575 FRAME: 0358



04-05-2007



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

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TR

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

4.2.07

1. Name of conveying party(ies):
PlayCore IP Sub, Inc.

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

Citizenship (see guidelines)
Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s):

- Execution Date(s) 21 February 2007
- Assignment
 - Security Agreement
 - Other
 - Merger
 - Change of Name

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? Yes No

Name: PlayCore Wisconsin, Inc.
Internal Address:
Street Address: 430 Chestnut Street, Suite 300
City: Chattanooga
State: TN
Country: USA Zip: 37402

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Wisconsin
- Other Citizenship

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)

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B. Trademark Registration No.(s) see Schedule A
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Jakub Maslikowski
Internal Address: Linklaters
Street Address: 1345 Avenue of the Americas
City: New York
State: NY Zip: 10105
Phone Number: (212) 830-9541
Fax Number: (212) 903-9100
Email Address: jakub.maslikowski@linklaters.com

6. Total number of applications and registrations involved: 47

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,190.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment information:
a. Credit Card Last 4 Numbers _____ Expiration Date _____
b. Deposit Account Number _____ Authorized User Name _____

9. Signature: [Signature] Date: 2 April 2007

Signature: C. Brooks Ferrett
Total number of pages including cover sheet, attachments, and document: 7

04/04/2007 BYRME 00000039 2701027
01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1460

TRADEMARK
REEL: 003521 FRAME: 0879

TRADEMARK
REEL: 003575 FRAME: 0359

SCHEDULE A**UNITED STATES TRADEMARK REGISTRATIONS**

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|---|---------|-------------|------------|------------|-----------|
| BUZZ THE BUMBLE BEE | US | 11/6/2000 | 76/159,961 | 3/25/2003 | 2,701,027 |
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| CYBERSLIDE | US | 9/17/2001 | 76/313,197 | 3/25/2003 | 2,701,284 |
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| DISCOVERY SERIES | US | 8/30/2004 | 78/475,878 | 5/9/2006 | 3,089,532 |
| DURA MAX | US | 6/23/1999 | 75/734,450 | 11/14/2000 | 2,403,690 |
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| GTIMPAX | US | 7/18/2001 | 76/287,304 | 6/17/2003 | 2,726,510 |
| GTSHADE & Design | US | 7/30/2004 | 78/459,751 | 6/27/2006 | 3,110,303 |
| KIDMAGNETS | US | 7/20/2001 | 76/288,416 | 2/4/2003 | 2,682,666 |
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| OVER-N-UNDER | US | 7/13/2004 | 78/317,707 | 8/9/2005 | 2,984,060 |
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| POWERLOCK | US | 3/27/2002 | 76/387,343 | 1/27/2004 | 2,809,167 |
| POWERSCAPE | US | 3/26/2002 | 76/387,327 | 7/15/2003 | 2,738,770 |
| RAIN WHEEL | US | 9/18/2001 | 76/313,941 | 11/4/2003 | 2,780,236 |
| SHUTTLE GLIDER | US | 1/13/2000 | 75/896,062 | 9/25/2001 | 2,492,080 |
| SHUTTLE TOWER | US | 1/13/2000 | 75/896,311 | 9/25/2001 | 2,492,084 |
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| SWING-N-SLIDE TUFF KIDS COMMERCIAL | | | | | |
| PLAYGROUNDS & Design | US | 2/22/2000 | 75/924,114 | 10/30/2001 | 2,501,550 |
| THE LEADER IN PLAY | US | 10/6/2003 | 78/309,652 | 3/8/2005 | 2,931,977 |
| THE POWER OF PLAY | US | 8/29/2002 | 76/446,441 | 2/3/2004 | 2,811,516 |
| TITAN | US | 11/6/2000 | 76/159,960 | 8/6/2002 | 2,605,670 |
| TOTSTUFF & Design | US | 5/14/2003 | 78/249,525 | 9/28/2004 | 2,890,407 |
| TUFF KIDS | US | 1/27/2000 | 75/904,371 | 10/30/2001 | 2,501,514 |

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TRADEMARK
REEL: 003575 FRAME: 0360

| Trademark | Country | Filing Date | Serial No. | Reg. Date | Reg. No. |
|---------------------|---------|-------------|------------|------------|-----------|
| TUFF TOTS | US | 1/13/2000 | 75/896,314 | 7/24/2001 | 2,471,262 |
| TURBO TUBE SLIDE | US | 3/10/1993 | 74/366,650 | 7/18/1995 | 1,905,747 |
| TWIN SHUTTLE TOWERS | US | 1/13/2000 | 75/896,008 | 9/25/2001 | 2,492,078 |
| WALLCANO | US | 8/29/2002 | 76/445,558 | 11/11/2003 | 2,783,025 |
| WILDERSLIDE | US | 10/17/2003 | 78/314,974 | 5/31/2005 | 2,958,538 |
| WILDSLIDE | US | 9/18/2001 | 76/313,648 | 6/10/2003 | 2,725,525 |

SCHEDULE B**UNITED STATES TRADEMARK APPLICATIONS**

| Trademark | Country | Filing Date | Serial No. |
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| GIZMO | US | 10/19/2004 | 78/502,269 |
| GLIDEBOARD | US | 11/1/2204 | 78/509,320 |
| GT XCELERATOR | US | 8/31/2005 | 78/704,673 |
| SKY RUNNER | US | 11/13/2006 | 77/042,373 |
| XSCAPE | US | 2/20/2006 | 78/819,059 |
| ZIP SLIDE | US | 8/31/2005 | 78/704,194 |

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| GAMETIME | CTM | 12/27/2000 | 2028425 | 10/7/2002 | 2026425 |
| SWING-N-SLIDE | Mexico | 8/4/1994 | 207.505 | 5/21/1995 | 490,518 |

SCHEDULE D**FOREIGN TRADEMARK APPLICATIONS**

None.

A-2

TRADEMARK
REEL: 003521 FRAME: 0881

TRADEMARK
REEL: 003575 FRAME: 0361

SCHEDULE E

TRADE NAMES

None.

A-3

TRADEMARK
REEL: 003521 FRAME: 0882

TRADEMARK
REEL: 003575 FRAME: 0362

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "**Assignment**") is made effective as of February 21, 2007 ("**Effective Date**") by and between PlayCore IP Sub, Inc., a Delaware corporation ("**Assignee**"), and PlayCore Wisconsin, Inc. ("**Assignor**"). Assignee and Assignor are referred to collectively herein as the "**Parties**." Reference is hereby made to the Purchase Agreement by and among the Parties and certain other parties dated February 21, 2007, and all terms used in this Assignment and not defined herein shall be defined in the manner set forth in the Purchase Agreement.

WHEREAS, Assignor is the owner of the United States trademark registrations identified and set forth on **Schedule A** attached hereto, the United States applications for trademark registration identified and set forth on **Schedule B** attached hereto, the foreign trademark registrations identified and set forth on **Schedule C** attached hereto, the foreign applications for trademark registration identified and set forth on **Schedule D** attached hereto and the trade names identified and set forth on **Schedule E** attached hereto (together with any other Marks owned by Assignor, collectively, the "**Trademarks**");

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the right, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, free and clear of any and all Liens other than the Released Liens, all right, title and interest in and to the Trademarks, for the United States and for all foreign countries and multinational jurisdictions, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all goodwill associated with any of the foregoing, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, and including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of any of the Trademarks, with the right to sue for, and collect the same, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the United States Commissioner of Patents and Trademarks and the corresponding government officers in all applicable jurisdictions to record Assignee as the assignee and owner of the Trademark.

Assignor hereby covenants and agrees that it will from time to time after delivery of this Assignment and without further consideration, execute and deliver such further instruments of conveyance and transfer and take such additional actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and

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REEL: 003521 FRAME: 0883

TRADEMARK
REEL: 003575 FRAME: 0363

assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), as the Assignee may reasonably request to effect, consummate, confirm or evidence the transactions contemplated in this Assignment and/or to assist the Assignee in preserving, registering, protecting, enforcing, recording or perfecting its rights in, to or under any of the Trademarks.

This Assignment shall be governed by and construed in accordance with the domestic law of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.


This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[END OF PAGE]
[SIGNATURE PAGE FOLLOWS]

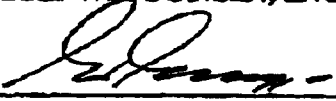
**SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT**

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

PLAYCORE IP SUB, INC.

By: 
Name: Richard E Ruegger
Title: CFO

PLAYCORE WISCONSIN, INC.

By: 
Name: Richard E Ruegger
Title: CFO

RECORDED: 04/02/2007

**TRADEMARK
REEL: 003521 FRAME: 0885**

RECORDED: 06/27/2007

**TRADEMARK
REEL: 003575 FRAME: 0365**