

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

APR 24 2001

05-02-2001

U.S. Department of Commerce
Patent and Trademark
PATENT

RE 4/24/01



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REC

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

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Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
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Conveyance Type

Assignment

License

Merger

Security Agreement

Change of Name

Other

U.S. Government

(For Use ONLY by U.S. Governmental Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

		Execution Date Month Day Year
Name (line 1)	<input type="text" value="PlayCore Holdings, Inc."/>	<input type="text" value="May 18, 2000"/>
Name (line 2)	<input type="text"/>	
		Execution Date Month Day Year
Second Party Name (line 1)	<input type="text" value="PlayCore, Inc."/>	<input type="text" value="May 18, 2000"/>
Name (line 2)	<input type="text"/>	

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

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 is attached. (Designation must be a separate document from Assignment.)

08873166

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)

FOR OFFICE USE ONLY

10/03/2000 MTHA11 00000273 230800 08873166
01 FC:581 1680.00 CH

Public burden reporting for this collection is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

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

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. #

Application Number(s) or Patent Number(s) Mark if additional numbers attached
Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved. #

Fee Amount

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

Method of Payment:

Deposit Account

Enclosed 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.

Caroline R. Clark
Name of Person Signing

Caroline R. Clark
Signature

4/20/01
Date



RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)	<input type="text" value="PlayCore Wisconsin, Inc."/>	Execution Date Month Day Year <input type="text" value="May 18, 2000"/>
Name (line 2)	<input type="text"/>	Execution Date Month Day Year
Name (line 1)	<input type="text" value="Heartland Industries, Inc."/>	<input type="text" value="May 18, 2000"/>
Name (line 2)	<input type="text"/>	Execution Date Month Day Year
Name (line 1)	<input type="text"/>	<input type="text"/>
Name (line 2)	<input type="text"/>	

Receiving Party(ies)

Mark if additional names of receiving parties attached

Name (line 1)	<input type="text"/>	<input type="checkbox"/> 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 is attached. (Designation must be a separate document from Assignment.)				
Name (line 2)	<input type="text"/>					
Address (line 1)	<input type="text"/>					
Address (line 2)	<input type="text"/>					
Address (line 3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	City	State/Country	Zip Code
Name (line 1)	<input type="text"/>	<input type="checkbox"/> 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 is attached. (Designation must be a separate document from Assignment.)				
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Application Number(s) or Patent Number(s)

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Patent Application Number(s)			Patent Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	D347,568	D415,545	5,931,100
<input type="text"/>	<input type="text"/>	<input type="text"/>	D358,085	D388,148	5,688,180
<input type="text"/>	<input type="text"/>	<input type="text"/>	4,497,484	4,877,236	D384,722
<input type="text"/>	<input type="text"/>	<input type="text"/>	D279,401	4,728,098	D336,674
<input type="text"/>	<input type="text"/>	<input type="text"/>	D419,633	4,524,966	5,470,747

**RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY**

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Enter additional Conveying Parties

Name (line 1)	<input type="text"/>	<input type="text"/>	Execution Date Month Day Year
Name (line 2)	<input type="text"/>	<input type="text"/>	Execution Date Month Day Year
Name (line 1)	<input type="text"/>	<input type="text"/>	Execution Date Month Day Year
Name (line 2)	<input type="text"/>	<input type="text"/>	Execution Date Month Day Year
Name (line 1)	<input type="text"/>	<input type="text"/>	Execution Date Month Day Year
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Address (line 3)	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	5,490,604	5,501,043	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	5,335,462	<input type="text"/>	<input type="text"/>



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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of May 19, 2000, by PLAYCORE HOLDINGS, INC., a Delaware corporation ("New Holdings"), PLAYCORE, INC., a Delaware corporation ("Old Holdings"), PLAYCORE WISCONSIN, INC., a Wisconsin corporation ("Borrower"), and HEARTLAND INDUSTRIES, INC. (DE), a Delaware corporation ("Heartland") (each a "Grantor" and collectively, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Administrative Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of May 19, 2000 by and among Grantors, Administrative Agent, Documentation Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by New Holdings, Old Holdings and Heartland;

WHEREAS, Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for itself and the ratable benefit of Lenders, that certain 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 "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises 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 PATENT COLLATERAL. Each Grantor hereby grants to Administrative Agent, on behalf of itself and Lenders, a continuing first 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 "Patent Collateral"):

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

(b) all reissues, divisionals, continuations, restorations or extensions of the foregoing; and

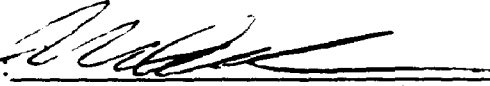
(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Patent or any Patent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

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

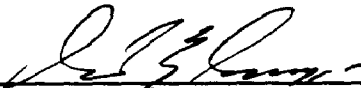
[signature page follows]

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


PLAYCORE HOLDINGS, INC.

By: 
Name: Michael S. Shein
Title: Vice President

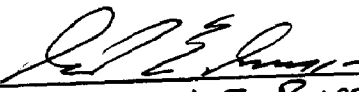
PLAYCORE, INC.

By: 
Name: Richard E. Ruesger
Title: CFO

PLAYCORE WISCONSIN, INC.

By: 
Name: Richard E. Ruesger
Title: CFO

HEARTLAND INDUSTRIES, INC. (DE)

By: 
Name: Richard E. Ruesger
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: _____
Title: _____

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

PLAYCORE HOLDINGS, INC.

By: _____
Name:
Title:

PLAYCORE, INC.

By: _____
Name:
Title:

PLAYCORE WISCONSIN, INC.

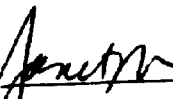
By: _____
Name:
Title:

HEARTLAND INDUSTRIES, INC. (DE)

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent


By:  _____
Name: _____
Title: _____

JANET SILVERMAN
DULY AUTHORIZED SIGNATORY

ACKNOWLEDGMENT OF GRANTORS

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.

On this 18th day of May, 2000 before me personally appeared Michael S. Shein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PlayCore Holdings, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



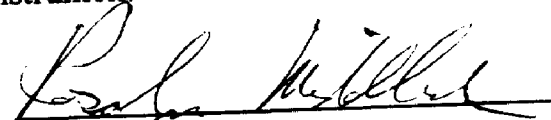
Notary Public

ROSALYN MIDDLEMARK
Notary Public, State of New York
No. 01MI5057564
Qualified in New York County
Commission Expires March 25, 2002

{seal}

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.

On this 18th day of May, 2000 before me personally appeared Richard E. Ruegger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PlayCore, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public


ROSALYN MIDDLEMARK
Notary Public, State of New York
No. 01MI5057564
Qualified in New York County
Commission Expires March 25, 2002

{seal}

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.

On this 18th day of May, 2000 before me personally appeared Richard E. Ruegger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PlayCore Wisconsin, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

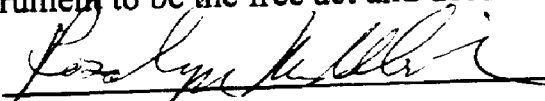
{seal}

ROSALYN MIDDLEMARK
Notary Public, State of New York
No. 01MI5057564
Qualified in New York County
Commission Expires March 25, 2002

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.

On this 18th day of May, 2000 before me personally appeared Richard E. Ruegger, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Heartland Industries, Inc. (DE), who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}

ROSALYN MIDDLEMARK
Notary Public, State of New York
No. 01MI5057564
Qualified in New York County
Commission Expires March 25, 2002

Schedule I
[Patent Security Agreement dated May 19, 2000]

Certain of the patents listed in this Schedule are titled, in the records of the appropriate federal office, in the name of Newco, Inc., Swing-N-Slide Corp., or GameTime, Inc. Pursuant to operation of law, these items are now owned by PlayCore Wisconsin. Additionally, many of the issued United States patents listed under PlayCore Wisconsin are actually currently assigned to PlayCore.

PlayCore Holdings, Inc., a Delaware corporation

None

PlayCore, Inc., a Delaware corporation

	<u>Patent or Application</u>	<u>Country</u>	<u>Patent/ Application No.</u>	<u>Status</u>
1.	Children's Slide	United States	D392,363	Issued
2.	Play Structure Climbing Wall	United States	08/873,166	Pending

PlayCore Wisconsin, Inc., a Wisconsin corporation

Patent Applications or Registrations:

	<u>Patent or Application</u>	<u>Country</u>	<u>Patent/ Application No.</u>	<u>Status</u>
1.	Play Structure Hardware Kit	United States	4,966,309	Issued
2.	Free Standing Frame Assembly	United States	5,284,311	Issued
3.	Playground Slide	United States	D336,674	Issued
4.	Accessible Play Curb	United States	104,291	Pending
5.	Decorative Barrier Panel for a Playground	United States	115,494	Pending
6.	Design for an Enclosure Panel	United States	D370,538	Issued
7.	Double Helix Ladder	United States	D386,237	Issued
8.	Enclosed Slide	United States	104,570	Pending
9.	Enclosed Slide	Canada	1999-1752	Pending
10.	Inverted Arch Deck	United States	104,322	Pending
11.	Inverted Arch Deck	Canada	1999-1753	Pending
12.	Inverted Arch Deck	Germany	49910341.6	Published
13.	Inverted Arch Deck	Australia	3583/99	Pending
14.	Inverted Arch Deck	United Kingdom	2087893	Pending
15.	Inverted Arch Deck	Mexico	99/1262	Pending
16.	Inverted Arch Deck	Japan	11-30519	Pending
17.	Inverted Arch Deck	France	997208	Pending
18.	Method for Making Playground Panels	United States	5,674,418	Issued

	<u>Patent or Application</u>	<u>Country</u>	<u>Patent/ Application No.</u>	<u>Status</u>
19.	Method of Making Seat for Recreational Swing Set	United States	4,569,113	Issued
20.	Method of Preparing Metalflake Plastic	United States	5,324,472	Issued
21.	Panel Clamp for a Round Pipe	United States	D347,568	Issued
22.	Pipe Clamp for a Round Pipe	United States	D358,085	Issued
23.	Playground Climber	United States	4,497,484	Issued
24.	Playground Climber	United States	D279,401	Issued
25.	Playground Climbing Apparatus	United States	D419,633	Issued
26.	Playground Deck	United States	115,491	Pending
27.	Playground Dragon Head	United States	D415,545	Issued
28.	Playground Slide	United States	D388,148	Issued
29.	Playground Slide	United States	113,842	Pending
30.	Playground Stairs	United States	113,544	Pending
31.	Playground Structure Panel	United States	115,496	Pending
32.	Recreation Deck with Central Load Bearing Member	United States	233,966	Pending
33.	Recreation Deck with Central Load Bearing Member	Canada	2,291,919	Pending
34.	Recreation Deck with Central Load Bearing Member	EPO	99124878.2	Pending
35.	Recreation Deck with Central Load Bearing Member	Australia	10108/00	Pending
36.	Recreation Deck with Central Load Bearing Member	Japan	2000-12206	Pending
37.	Roof Cap for a Playground Deck	United States	115,492	Pending
38.	Rotating Playground Equipment Assembly	United States	4,877,236	Issued
39.	Rotating Playground Equipment Assembly	United States	4,728,098	Issued
40.	Rotating Playground Equipment Assembly	Canada	1,270,012	Issued
41.	Seat for Recreational Swing Set	United States	4,524,966	Issued
42.	Track-Supported Playground Shuttle	United States	5,931,100	Issued
43.	Track-Supported Playground Shuttle	Canada	2,249,207	Pending
44.	Track-Supported Playground Shuttle	Australia	88373/98	Pending
45.	Track-Supported Playground Shuttle	EPO	98122552.7	Published
46.	Two-Surface, Reversible Slide	United States	5,688,180	Issued
47.	Two-Surface, Reversible Slide	United States	D384,722	Issued
48.	Playground Slide	United States	D336,674	Issued
49.	Spherical Composter	United States	5,470,747	Issued
50.	Composter	United States	5,490,604	Issued
51.	Rotating Playground Equipment Assembly	Japan	47350/88	Pending

Heartland Industries, Inc. (DE), a Delaware corporation

	<u>Patent or Application</u>	<u>Country</u>	<u>Patent/ Application No.</u>	<u>Status</u>
1.	Timber-Framed Building Structure	United States	4,481,744	Issued
2.	Support Frame for Building	United States	4,573,293	Issued
3.	Building or Similar Article	United States	D292,129	Issued
4.	Frame for Building	United States	5,335,462	Issued
5.	Yard Barn with Vinyl Roof	United States	5,501,043	Issued
6.	Door Construction for Outdoor Storage Building	United States	09/478,780	Pending
7.	Storage Shed	Canada	2,131,881	Issued