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U.S. DEPARTMENT OF COMMERCE 1-31-92
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Honorable Commissioner of Patents and Trademarks. Pleas	se record the attached original documents or copy thereof.
1. Name of conveying party(ies):  Daniel V. Byrd  Additional name(s) of conveying party(ies) attached?  yes _X _ no	Name and address of receiving party(ies):     Name: Playcore Wisconsin, Inc.
3. Nature of Conveyance:  X Assignment Merger Security Agreement Change of Name Other  Execution Date:12/27/04	Internal Address: Suite 300  Street Address: 430 Chestnut Street  City: Chattanooga State/Prov.: TN  Country: US ZIP: 37402  Additional name(s) & address(es) attached?  yesX no
4. Application number(s) or patent number(s):  If this documents is being filed together with a new application  A Patent Application No.(s) Filing Date B.  10/961,238 10/08/2004	ation, the execution date of the application is: . Patent No.(s)
Additional numbers attached	l: yes <u>X</u> no
Name and address of party to whom correspondence concerning document should be mailed:     Name: Daniel M. Gurfinkel     Internal Address: Welsh & Katz, Ltd.	Total number of applications and patents involved: 1      Total fee (37 CFR 3.41)
Daniel M. Gurfinkel, Reg. No. 34,177 Name of Person Signing	January 24, 2005 Date  Bumber of pages comprising cover sheet:1
OMB No. 0651-0011 (exp. 4/94)	
Do not detach this portion  Mail document to be recorded with required cover sheet informat Commissioner of Patents and Trademarks  Box Assignments  Washington, D.C. 20231  Public burden reporting for this sample cover sheet is estimated to average for reviewing the document and gathering the data needed, an completing	te about 30 minutes per document to be recorded, including time
regarding this burden estimate to the U.S. Patent and Trademark Office, C 20231 and to the Office of Management and Budget, Paperwork Reductio	<b>★</b>

02/02/2005 DBN 01 FC:8021

## **ASSIGNMENT**

Docket No.	0723-90796
Serial No.	
Filed	October 8, 2004

<u>Daniel V. Byrd</u>, hereinafter the assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns to Gametime, a division of Playcore Wisconsin, Inc., a corporation of Chattanooga, Tennessee, hereinafter the assignee, its successors and assigns, the entire right, title and interest in the invention or improvements disclosed in an application for Patent in the United States, identified as <u>Case No. 0723-90796</u> in the offices of Welsh & Katz, Ltd., 120 South Riverside Plaza, 22<sup>nd</sup> Floor, Chicago, Illinois 60606 and entitled <u>PLAYGROUND ROOF SUPPORT</u>, and in any and all other applications, both United States and foreign, which the assignor or assignee may file, either solely or jointly with others, on said invention or improvements, and in any and all patents of the United States and foreign countries which may be obtained on any of said applications and in any reissue or extension of such patents.

The assignor authorizes the law firm of Welsh & Katz, Ltd. to enter the Serial Number of said application for patent in the space provided above.

The assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Patent to said assignee.

The assignor warrants himself to be the owner of the entire right, title and interest in said invention or improvements and to have the right to make this assignment, and further warrants that there are no outstanding prior assignments, licenses, or other encumbrances on the interest herein assigned.

For said considerations the assignor hereby agrees, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation and substitute applications for said invention or improvements, and any necessary declaration, oath, or affidavit relating thereto, and any application for the reissue or extension of any Patent that may be granted upon said application, and any and all applications and other documents for Patent in foreign countries on said invention or improvements that said assignee, its successors, or assigns may deem necessary or expedient, and for the said considerations the assignor further agrees, upon the request of said assignee, its successors, or assigns, to cooperate to the best of the ability of the assignor with said assignee, its successors, or assigns, in any proceedings or transactions involving such application or patents, including the preparation and execution of preliminary statements, giving and producing evidence, and performing any and all other acts necessary to obtain and enforce said Patent, both United States and foreign, and vest all rights therein hereby conveyed in the assignee, its successors, and assigns, whereby said patent will be held and enjoyed by the said assignee, its successors and assigns to the full end of the term for which said Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

Date: 12/27/04

RECORDED: 01/28/2005

Daniel 🔖 Byrd

PATENT REEL: 016213 FRAME: 0215