

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Backyard Adventures, Inc.	02/09/2007
RECEIVING PARTY DATA	
Name:	M&I Marshall & Ilsley Bank
Street Address:	770 North Water Street
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D383374
Patent Number:	5403110
CORRESPONDENCE DATA	
Fax Number:	(414)978-8675
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	414 277 5675
Email:	msl@quarles.com
Correspondent Name:	Marta S. Levine
Address Line 1:	Quarles & Brady LLP
Address Line 2:	411 East Wisconsin Avenue
Address Line 4:	Milwaukee, WISCONSIN 53202
NAME OF SUBMITTER:	Marta S. Levine
Total Attachments: 5 source=SecurityAgreementBackyardAdventures#page1.tif source=SecurityAgreementBackyardAdventures#page2.tif source=SecurityAgreementBackyardAdventures#page3.tif source=SecurityAgreementBackyardAdventures#page4.tif	

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PATENT
REEL: 019047 FRAME: 0711

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "Confirmatory Assignment") is made effective as of February 9, 2007, by and from **BACKYARD ADVENTURES, INC.** (the "Assignor"), a Delaware corporation, whose principal address is 3001 North Rouse Road, Pittsburg, Arkansas 66762, to and in favor of **M&I MARSHALL & ILSLEY BANK**, a Wisconsin banking corporation, whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202, as agent (the "Assignee") for the lenders (the "Lenders") from time to time parties to that certain Loan Agreement dated as of the date hereof by and among Backyard Leisure Holdings, Inc., Backyard Adventures, Inc. and Leisure Time Products, Inc., as borrowers (collectively, the "Borrowers"), Assignee and the Lenders, as amended or amended and restated from time to time.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee, for the benefit of the Lenders, a security interest in all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.

- (b) The Assignor hereby assigns and grants to Assignee, for the benefit of the Lenders, a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.
- (c) The rights and remedies of Assignee and the Lenders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

BACKYARD ADVENTURES, INC.

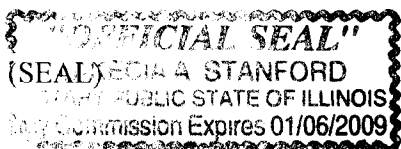
By: 
Name: Gordon Pan
Title: Vice President

Signature Page to Confirmatory Assignment of Security Interest
in United States Patents and Trademarks

PATENT
REEL: 019047 FRAME: 0715

STATE OF Illinois)
) SS.
Cook COUNTY)

Gordon Pen, known to me to be the
Vice President of **BACKYARD**
ADVENTURES, INC., personally came before me this 9th day of February, 2007,
and executed or acknowledged to me that he executed the foregoing Confirmatory
Assignment of Security Interest in United States Patents, Trademarks, and Copyrights on
behalf of **BACKYARD ADVENTURES, INC.** and pursuant to authority duly received.



Alicia A. Stanford
Notary Public, State of Illinois
My Commission 1/6/2009

Notary Page to Confirmatory Assignment of Security Interest
in United States Copyrights

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

U.S. PATENTS

<u>Description</u>	<u>Patent No.</u>	<u>Issue Date</u>
Angle Bracket	D383,374	09/09/1997
Square T clamp assembly for elongate members	5,403,110	04/05/1995

U.S. TRADEMARKS

<u>Trademark</u>	<u>Registration (Application) No.</u>	<u>Issue (Filing) Date</u>
BA & Design	2472777	July 31, 2001
TOM'S TREEHOUSE	2582802	June 18, 2002
BACKYARD ADVENTURES	2438052	March 27, 2001
JURASSIC	2345991	April 25, 2000
ADVENTURE PLAYSETS	2720119	May 27, 2003

FOREIGN TRADEMARKS

<u>Trademark</u>	<u>Registration No. (Serial No.)</u>	<u>Issue Date</u>	<u>Country</u>
BACKYARD ADVENTURES	TMA587597	August 20, 2003	Canada
ADVENTURE PLAYSETS	TMA637464	April 15, 2005	Canada
BACKYARD ADVENTURES	2620615	September 23, 2003	CTM
ADVENTURE PLAYSETS	2619310	March 15, 2002	CTM
ADVENTURE PLAYSETS	781600	February 28, 2003	Mexico
ADVENTURE PLAYSETS	783851	March 20, 2003	Mexico
BACKYARD ADVENTURES	783850	March 20, 2003	Mexico

U.S. COPYRIGHTS

<u>Title of Work</u>	<u>Registration No.</u>	<u>Issue Date</u>
Tom's treehouse and floor plan options and styles : Turbo Tom's : Tri-level Tom's : The Olympian.	VA-1-311-662	September 15, 2005

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PATENT

RECORDED: 03/22/2007

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