

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
MCG Capital Corporation	03/07/2011

RECEIVING PARTY DATA

Name:	Superior International Industries, Inc.
Street Address:	1050 Columbia Drive
City:	Carrollton
State/Country:	GEORGIA
Postal Code:	30117

Name:	Grounds For Play, Inc.
Street Address:	1401 E. Dallas Street
City:	Mansfield
State/Country:	TEXAS
Postal Code:	76063

Name:	Aardvark Recreation, Inc.
Street Address:	1050 Columbia Drive
City:	Carrollton
State/Country:	GEORGIA
Postal Code:	30117

Name:	Playland International, Inc.
Street Address:	150 Adamson Industrial Blvd.
City:	Carrollton
State/Country:	GEORGIA
Postal Code:	30117

Name:	Interactive Play, LLC
Street Address:	1050 Columbia Drive

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**PATENT
 REEL: 025942 FRAME: 0885**

City:	Carrollton
State/Country:	GEORGIA
Postal Code:	30117

Name:	Kline Multiproducts, Inc.
Street Address:	206 Adamson Industrial Blvd.
City:	Carrollton
State/Country:	GEORGIA
Postal Code:	30117

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	D416065
Patent Number:	D416064
Patent Number:	5238456
Application Number:	60704851

CORRESPONDENCE DATA

Fax Number: (312)993-9767
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Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 025646-0575

NAME OF SUBMITTER: Zeynep Gieseke

Total Attachments: 4

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RELEASE OF PATENTS AND TRADEMARKS

THIS RELEASE OF PATENTS AND TRADEMARKS is dated as of March 7, 2011 by MCG Capital Corporation, as Administrative Agent (“Agent”).

WHEREAS, Agent and Superior International Industries, Inc., Grounds for Play, Inc., Aardvark Recreation, Inc., Playland International, Inc., Interactive Play, LLC, and Kline Multiproducts, Inc. (each a “Borrower” and collectively the “Borrowers”), entered into that certain Security Agreement, dated as of February 1, 2006 (the “Security Agreement”);

[WHEREAS, the Security Agreement granted Agent a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications (“Trademarks”), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Borrowers to Agent and certain Patents, Patent registrations and Patent applications (“Patents”), including, without limitation, the Patents listed on Schedule I attached hereto as security for certain obligations of Borrowers to Agent (Patents and Trademarks, together the “Obligations”);]

WHEREAS, Agent recorded the Patent and Trademark Security Agreement on October 17, 2006 at Reel 018398, Frame 0103 and at Reel 3410, Frame 0310 in the United States Patent and Trademark Office; and

WHEREAS, Borrowers have satisfied all of the Obligations and have requested that Agent release its security interests in the Trademarks and Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

Agent hereby fully releases and terminates its security interests in and liens on the Trademark and Patent Collateral (as defined in the Security Agreement), including:

(a) all of Borrowers’ now existing or hereafter acquired right, title and interest in and to: all Trademarks and Patents which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks and Patents have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Borrowers’ business connected with or symbolized by Trademarks and Patents; and

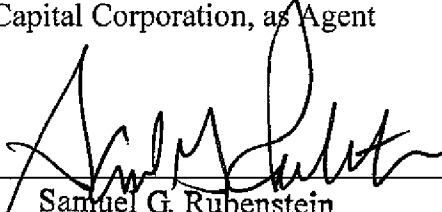
(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrowers against third parties for infringement of the Trademarks and Patents or of any license with respect thereto.

Agent further agrees, at the sole cost and expense of Borrowers, to perform all acts reasonably requested by Borrowers to effect the release and termination of its security interests and liens in the Trademarks and Patents.

[Signature page follows]

IN WITNESS WHEREOF, Agent has caused this Release of Patents and Trademarks to be duly executed as of the day and year first above written.

MCG Capital Corporation, as Agent

By: 
Name: Samuel G. Rubenstein
Title: Executive Vice President

Schedule I to Release of Patents and Trademarks

U.S. Trademark Registrations and Applications	
Registration/Application No.	Mark
2,340,347	CHILDWORKS
2,365,751	I PLAY, THEREFORE I AM
1,811,217	WE MAKE PLAYGROUNDS FUNCTIONAL
3,348,239	WOW PLAYGROUNDS FREEDOM TO PLAY
3,192,433	DESIGN
3,345,289	PLAYON SURFACING
3,212,304	PLAYLAND
3,138,319	SII
3,153,087	SUPERIOR SHADE
3,128,943	SII
3,207,399	PLAYLAND
3,348,324	WOW

U.S. Patent Registrations and Applications	
Registration/Application No.	Patent
D416,065	Connector for Two Tubes in Playground Structures
D416,064	Connector for Five Tubes in Playground Structures
5,238,456	Reinforced Swing Seat
60/704,851	Canopy Tensioning Device