

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
PlayPower, Inc.	06/30/2011
PlayPower Holdings Inc.	06/30/2011
E-Z-Dock, Inc.	06/30/2011
Kid Play, Inc.	06/30/2011
Miracle Recreation Equipment Company	06/30/2011
PlayPower LT Farmington, Inc.	06/30/2011
Spectraturf, Inc.	06/30/2011
Soft Play, L.L.C.	06/30/2011

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Second Lien Collateral Agent
Street Address:	677 Washington Boulevard
Internal Address:	6th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901

PROPERTY NUMBERS Total: 77

Property Type	Number
Patent Number:	D521442
Patent Number:	7069872
Patent Number:	D551611
Patent Number:	5281055
Patent Number:	D532360
Patent Number:	D521441
Patent Number:	7243608
Patent Number:	6006687

501583313

PATENT
REEL: 026534 FRAME: 0758

CH \$3080.00 D521442

Patent Number:	7918178
Patent Number:	6912966
Patent Number:	D398576
Patent Number:	D389923
Patent Number:	6419587
Patent Number:	5575580
Patent Number:	5785447
Patent Number:	5554074
Patent Number:	D372952
Patent Number:	5997403
Patent Number:	D554227
Patent Number:	4811943
Patent Number:	4893807
Patent Number:	D361818
Patent Number:	D360954
Patent Number:	D260546
Patent Number:	3123185
Patent Number:	4932648
Patent Number:	D552370
Patent Number:	D589110
Patent Number:	D577408
Patent Number:	D594079
Patent Number:	D381056
Patent Number:	D389892
Patent Number:	D394296
Patent Number:	D394693
Patent Number:	D401640
Patent Number:	D402705
Patent Number:	D403029
Patent Number:	D418188
Patent Number:	D418190
Patent Number:	D418187
Patent Number:	D418571
Patent Number:	D420086
Patent Number:	D391615

	D393303
Patent Number:	D599864
Patent Number:	D615136
Patent Number:	7922627
Patent Number:	D381057
Patent Number:	D376405
Patent Number:	6383119
Patent Number:	D434465
Patent Number:	D436146
Patent Number:	D435876
Patent Number:	D397397
Patent Number:	D394894
Patent Number:	D381386
Patent Number:	D384387
Patent Number:	6108988
Patent Number:	5683301
Patent Number:	D344121
Application Number:	12125539
Application Number:	12557278
Application Number:	12780473
Application Number:	12125206
Application Number:	12497062
Application Number:	61250646
Application Number:	12902879
Application Number:	11290019
Application Number:	11245361
Application Number:	13069101
Application Number:	61408823
Application Number:	10702677
PCT Number:	US0546221
PCT Number:	US0873149
PCT Number:	US0430650
PCT Number:	US0503569
PCT Number:	US1129406

Fax Number: (212)230-5199
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-318-6518
Email: terrenceboyle@paulhasting.com
Correspondent Name: Terrence G. Boyle
Address Line 1: 75 East 55th Street
Address Line 2: Paul Hastings LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	73886.00010; 2ND LIEN IP
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NAME OF SUBMITTER:	Terrence G. Boyle
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Total Attachments: 23

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Second Lien IP Security Agreement"), dated as of June 30, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of UBS AG, STAMFORD BRANCH ("UBS"), in its capacity as a collateral agent pursuant to the Second Lien Credit Agreement, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Second Lien Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), by and among PlayPower, Inc., a Delaware corporation (the "Borrower"), the Guarantors referred to therein, the lenders party thereto from time to time (the "Lenders"), the other parties thereto and the Second Lien Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to Sections 2 and 8(b)(iii) of that certain Second Lien Security Agreement, dated as even date herewith, by and among the Borrower and the other Grantors signatory thereto, in favor of the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement"), each of the Borrower and the other Grantors has: (1) granted a security interest in their Intellectual Property Collateral (as defined below) and (2) agreed to take such further actions as the Second Lien Collateral Agent may reasonably request for the purpose of obtaining or preserving the full benefits of the Second Lien Security Agreement; and

WHEREAS, pursuant to the Second Lien Security Agreement, the Grantors are required to execute and deliver this Second Lien IP Security Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Second Lien Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Second Lien Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations on the terms set forth in the Credit Documents, hereby grants to the Second Lien Collateral Agent, for the benefit of the Second Lien Secured Parties, a second priority security interest in the following Collateral of such Grantor (the "Intellectual Property Collateral");

- (a) the patents and patent applications referred to on Schedule 1 attached hereto;

(b) the trademark applications and registrations referred to on Schedule 2 attached hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule 3 attached hereto;

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Intellectual Property Collateral or arising from any of the foregoing.

Section 3. Security Agreement. The security interest granted pursuant to this Second Lien IP Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Second Lien Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien Collateral Agent and the Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this IP Security Agreement and the provisions of the Security Agreement, the terms of the Security Agreement shall prevail.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Counterparts. This Second Lien IP Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Second Lien IP Security Agreement by facsimile or other electronic method

of transmission shall be as effective as a delivery of a manually executed counterpart of this Second Lien IP Security Agreement.

Section 6. Submission to Jurisdiction, Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Second Lien IP Security Agreement or any of the other Credit Documents, or for recognition and enforcement of any judgment in respect thereof, to the non exclusive general jurisdiction of the courts of the State of New York located in the Borough of Manhattan, The City of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in the Second Lien Credit Agreement or at such other address of which the Second Lien Collateral Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

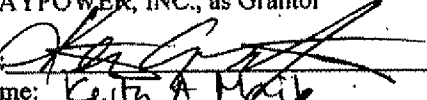
(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 6 any special, exemplary, punitive or consequential damages.

Section 7. Termination. Upon payment in full of all the Secured Obligations (other than, as of any date, contingent and unliquidated obligations not due or payable hereunder and which, pursuant to the terms hereof or the Second Lien Credit Agreement or the other Credit Documents, survive the termination thereof), the Second Lien Collateral Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Intellectual Property Collateral under this Second Lien IP Security Agreement

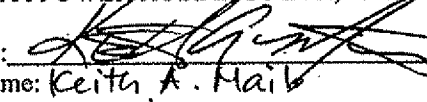
[SIGNATURE PAGES FOLLOW]

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

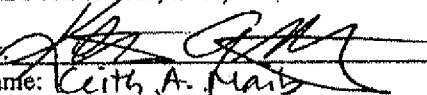
PLAYPOWER, INC., as Grantor

By: 
Name: Keith A. Maib
Title: EVP & CFO

PLAYPOWER HOLDINGS INC., as Grantor

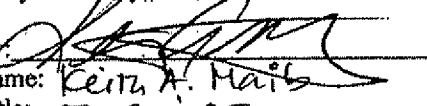
By: 
Name: Keith A. Maib
Title: EVP & CFO

B-Z-DOCK, INC.
KID PLAY, INC.
MIRACLE RECREATION EQUIPMENT COMPANY
PLAYPOWER LT FARMINGTON, INC.
SPECTRATURF, INC., as Grantors

By: 
Name: Keith A. Maib
Title: EVP & CFO

SOFT PLAY, L.L.C., as Grantor

By: Kid Play, Inc., its sole member

By: 
Name: Keith A. Maib
Title: EVP & CFO


[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT-SECOND LIEN]

LEGAL_US_E# 92608662

PATENT
REEL: 026534 FRAME: 0765

ACCEPTED AND AGREED
as of the date first above written:

UBS AG, STAMFORD BRANCH, as
Second Lien Collateral Agent

By: 
Name: David Kalal
Title: Executive Director

By: 
Name: Mary E. Evans
Title: Associate Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT-SECOND LIEN]

LEGAL_US_E # 92608662

PATENT
REEL: 026534 FRAME: 0766

Schedule IPatents**PATENTS:**

Grantor	Country	Patent/Application	Registration Number/Serial Number	Registration Date/Filing Date
E-Z-Dock, Inc.	Australia	Drive-on boat dock extension	305511	2/23/05
E-Z-Dock, Inc.	Australia	Drive-on boat dock extension	305512	2/23/05
E-Z-Dock, Inc.	United States	Extended floating drive-on boat deck	D521442	5/23/06
E-Z-Dock, Inc.	United States	Floating drive-on watercraft dock	7069872	7/4/06
E-Z-Dock, Inc.	Australia	Floating boat dock	305513	2/4/05
E-Z-Dock, Inc.	United States	Floating boat dock extension	D551611	9/25/07
E-Z-Dock, Inc.	United States	Floating dock	5281055	1/25/94
E-Z-Dock, Inc.	United States	Floating drive-on boat deck	D532360	11/21/06
E-Z-Dock, Inc.	United States	Floating drive-on boat dock extension	D521441	5/23/06
E-Z-Dock, Inc.	European Community	Drive-on boat dock with extension	000297866-0001	2/21/05
E-Z-Dock, Inc.	European Community	Drive-on boat dock with extension	000297866-0002	2/21/05
E-Z-Dock, Inc.	European Community	Floating boat dock	000297866-0003	2/21/05
E-Z-Dock, Inc.	Argentina	Methods and apparatus for assembling docks	052546	3/21/2007
E-Z-Dock, Inc.	Australia	Methods and apparatus for assembling docks	2005319235	12/20/05
E-Z-Dock, Inc.	Chile	Methods and apparatus for assembling docks	3404-05	12/22/05
E-Z-Dock, Inc.	China (Peoples Republic)	Methods and apparatus for assembling docks	200580044347-5	12/20/05

Grantor	Country	Patent/Application	Registration Number/Serial Number	Registration Date/Filing Date
E-Z-Dock, Inc.	Dominican Republic	Methods and apparatus for assembling docks	2005-000277	12/22/05
E-Z-Dock, Inc.	European Patent Convention	Methods and apparatus for assembling docks	05854868.6	12/20/05
E-Z-Dock, Inc.	Gulf Cooperation Counsel	Methods and apparatus for assembling docks	GCC/P/2005/5607	12/24/05
E-Z-Dock, Inc.	Malaysia	Methods and apparatus for assembling docks	MY-138024-A	12/22/05
E-Z-Dock, Inc.	Patent Cooperation Treaty	Methods and apparatus for assembling docks	PCT/US2005/0462 21 (The PCT application has run its course and has been converted to various national applications)	12/20/05
E-Z-Dock, Inc.	Thailand	Methods and apparatus for assembling docks	0501008084	12/21/05
E-Z-Dock, Inc.	United States	Methods and apparatus for assembling docks	7243608	7/17/07
E-Z-Dock, Inc.	Venezuela	Methods and apparatus for assembling docks	2005-002686	12/22/05
E-Z-Dock, Inc.	United States	Modular floating boat lift	6006687	12/28/99
E-Z-Dock, Inc.	United States	Modular floating watercraft port assembly	12/125539	5/22/08
E-Z-Dock, Inc.	United States	Modular floating watercraft port assembly	7918178	5/22/08
E-Z-Dock, Inc.	Argentina	Modular floating watercraft port assembly	P080103579	8/12/2008
E-Z-Dock, Inc.	Australia	Modular floating watercraft port assembly	2008302597	8/14/2008

Grantor	Country	Patent/Application	Registration Number/Serial Number	Registration Date/Filing Date
E-Z-Dock, Inc.	Brazil	Modular floating watercraft port assembly	PI0815481-3	8-14-2008
E-Z-Dock, Inc.	Canada	Modular floating watercraft port assembly	2696396	8-14-2008
E-Z-Dock, Inc.	Colombia	Modular floating watercraft port assembly	2392-2008	8-14-2008
E-Z-Dock, Inc.	China	Modular floating watercraft port assembly	200880106889.4	8-14-2010
E-Z-Dock, Inc.	Europe	Modular floating watercraft port assembly	08831704.5	8-14-2010
E-Z-Dock, Inc.	Gulf Corporation Council	Modular floating watercraft port assembly	2008/11530	8-16-2008
E-Z-Dock, Inc.	Japan	Modular floating watercraft port assembly	2010-521176	8-14-2008
E-Z-Dock, Inc.	Korea (South)	Modular floating watercraft port assembly	10-2010-7003391	8-14-2008
E-Z-Dock, Inc.	Mexico	Modular floating watercraft port assembly	MX2010001843	3-11-2010
E-Z Dock, Inc.	Patent Cooperation Treaty	Modular floating watercraft port assembly	PCT/US2008/073149	8-14-2008
E-Z-Dock, Inc.	Russia	Modular floating watercraft port assembly	2010109746	8-14-2008
E-Z-Dock, Inc.	Thailand	Modular floating watercraft port assembly	0801004248	8-15-2008
E-Z-Dock, Inc.	Venezuela	Modular floating watercraft port assembly	2008-001694	8-15-2008
E-Z-Dock, Inc.	Australia	Molded plastic gangway	2004274484	9/20/04

Grantor	Country	Patent/Application	Registration Number/Serial Number	Registration Date/Filing Date
E-Z-Dock, Inc.	European Patent Convention	Molded plastic gangway	040784501.1 (also published as EP1663771)	9/20/04
E-Z-Dock, Inc.	Mexico	Molded plastic gangway	MX2006PA003025	9/20/04
E-Z-Dock, Inc.	Patent Cooperation Treaty	Molded plastic gangway	PCT/US2004/030650 (The PCT application has run its course and has been converted to various national applications)	9/20/04
E-Z-Dock, Inc.	United States	Molded plastic gangway	6912966	7/5/05
E-Z-Dock, Inc.	Australia	Floating Drive-On Watercraft Dock	2005213410	2/4/05
E-Z-Dock, Inc.	Canada	Floating Drive-On Watercraft Dock	2555270	2/4/05
E-Z-Dock, Inc.	China (Peoples Republic)	Floating Drive-On Watercraft Dock	200580006878	2/4/05
E-Z-Dock, Inc.	European Patent Convention	Floating Drive-On Watercraft Dock	05712856.9	2/4/05
E-Z-Dock, Inc.	Japan	Floating Drive-On Watercraft Dock	2006552263	2/4/05
E-Z-Dock, Inc.	Mexico	Floating Drive-On Watercraft Dock	MX2006PA008878	2/4/05
E-Z-Dock, Inc.	Patent Cooperation Treaty	Floating Drive-On Watercraft Dock (The PCT application has run its course and has been converted to various national applications)	PCT/US2005/003569	2/4/05
E-Z-Dock, Inc.	Republic of Korea	Floating Drive-On Watercraft Dock	10-2006-7015945	2/4/05
E-Z-Dock, Inc.	Russian Federation	Floating Drive-On Watercraft Dock	2006132057	2/4/05
E-Z-Dock, Inc.	United States	Personal watercraft dock	D398576	9/2/98

Grantor	Country	Patent/Application	Registration Number/Serial Number	Registration Date/Filing Date
E-Z-Dock, Inc.	Canada	Small watercraft dock which facilitates boarding and disembarking	2678957	9-10-2009
E-Z-Dock, Inc.	United States	Small watercraft boatlift	12/557278	9/10/09
E-Z-Dock, Inc.	United States	Swim ladder for a dock	D389923	1/27/98
E-Z-Dock, Inc.	United States	Small watercraft boatlift	12/780473	5-14-2010
E-Z-Dock, Inc.	United States	Rollers for use with watercraft ports and lifts	12125206	05/22/2008
Miracle Recreation Equipment Company	United States	Reversible slide/climber playground equipment	6419587	7/16/02
Miracle Recreation Equipment Company	United States	Tire swing swivel	12/497062	7/2/09
Miracle Recreation Equipment Company	United States	Connector for structural apparatus	5575580	11/19/96
Miracle Recreation Equipment Company	United States	Connector for structural apparatus	5785447	7/28/98
Miracle Recreation Equipment Company	United States	Playground deck assembly	5554074	9/10/96
Miracle Recreation Equipment Company	United States	Playground deck ladder	D372952	8/20/96
Miracle Recreation Equipment Company	United States	Electrically Powered Playground Equipment	61/250646	10/12/09
Miracle Recreation Equipment Company	United States	Spinning playground equipment	5997403	12/7/99

Grantor	Country	Patent/Application	Registration Number/Serial Number	Registration Date/Filing Date
Miracle Recreation Equipment Company	United States	Climbing Frame	D554227	10-30-2007
Miracle Recreation Equipment Company	United States	Electrically powered playground equipment	12/902879	10-12-2010
Miracle Recreation Equipment Company	Canada	Electrically powered playground equipment	2717524	10-12-2010
Miracle Recreation Equipment Company	United States	Playground Slide	4811943	03/14/89
Miracle Recreation Equipment Company	United States	Playground Slide	4893807	01/16/90
Miracle Recreation Equipment Company	United States	Playground Web Climber	D361818	08/29/95
Miracle Recreation Equipment Company	United States	Baluster Unit	D360954	08/01/95
Miracle Recreation Equipment Company	United States	Rider Seat for Playground Apparatus	D260546	09/01/81
Miracle Recreation Equipment Company	United States	Playground Slide	3123185	06/12/90
Miracle Recreation Equipment Company	United States	Playground Slide	4932648	06/12/90
Miracle Recreation Equipment Company	United States	Electrically powered playground equipment	12902879	10/12/2010
PlayPower LT Farmington, Inc.	United States	Playground Climbing Structure	11290019	11/30/05
PlayPower LT Farmington, Inc.	United States	Playground Climbing Structure	11245361	10/06/05
Playpower LT Farmington, Inc.	Republic of Korea	Anti-wrap device for swing set	22006/1998	6/21/98
Playpower LT Farmington, Inc.	Canada	Park bench	120637	5/8/07

Grantor	Country	Patent/Application	Registration Number/Serial Number	Registration Date/Filing Date
Playpower LT Farmington, Inc.	United States	Park bench	D552370	10/9/07
Playpower LT Farmington, Inc.	Canada	Playground climbing structures	2564327	10/5/06
Playpower LT Farmington, Inc.	United States	Playground playcenter	D589110	3/24/09
Playpower LT Farmington, Inc.	United States	Playground playcenter	D577408	9/23/08
Playpower LT Farmington, Inc.	United States	Playground playcenter	D594079	6/9/09
Playpower LT Farmington, Inc.	United States	Frog Playground Sculpture	D381056	7-15-1997
Playpower LT Farmington, Inc.	United States	Castle Climbing Structure	D389892	1-27-1989
Playpower LT Farmington, Inc.	United States	Frog Playground Sculpture	D394296	5-12-1998
Playpower LT Farmington, Inc.	United States	Playground Sculpture	D394693	5-26-1998
Playpower LT Farmington, Inc.	United States	Panel For Playground Sculpture	D401640	11-24-1998
Playpower LT Farmington, Inc.	United States	Dinosaur Playground Sculpture	D402705	12-15-1998
Playpower LT Farmington, Inc.	United States	Toy Castle Top	D403029	12-22-1998
Playpower LT Farmington, Inc.	United States	Stepping Panel For Playground Structure	D418188	12-28-1999
Playpower LT Farmington, Inc.	United States	Climbing Panel For Playground Structure	D418190	12-28-1999
Playpower LT Farmington, Inc.	United States	Periscope Playground Panel	D418187	12-28-1999
Playpower LT Farmington, Inc.	United States	Climbing Apparatus For Children	D418571	1-4-2000
Playpower LT Farmington, Inc.	United States	Panel For Playground Structure	D420086	2-1-2000
Playpower LT Farmington, Inc.	United States	Window Panel For Playground Structure	D391615	3-3-1998
Playpower LT Farmington, Inc.	United States	Cylindrical Castle Climbing Structure	D393303	4-7-1998
Playpower LT Farmington, Inc.	Canada	Playground Playcenter	123624	1-23-2009
Playpower LT Farmington, Inc.	Canada	Playground Playcenter	128956	1-23-2009
Playpower LT Farmington, Inc.	Canada	Playground Playcenter	126654	1-23-2009

Grantor	Country	Patent/Application	Registration Number/Serial Number	Registration Date/Filing Date
Playpower LT Farmington, Inc.	China	Playground Playcenter	ZL 2007 30296159.3	4-29-2009
Playpower LT Farmington, Inc.	China	Playground Playcenter	200730296160.6	12-2-2009
Playpower, Inc.	United States	Sit-up exercise device	D599864	9/8/09
Playpower, Inc.	United States	Stationary spin cycle	D615136	5/4/10
Playpower, Inc.	European Community	Stretch Exercise Device	001120612-0001	4-11-2009
Playpower, Inc.	European Community	Shuttle Run Simulator	001120612-0002	4-11-2009
Playpower, Inc.	European Community	Shuttle Run Simulator	001120612-0003	4-11-2009
Playpower, Inc.	Canada	Rotating Exercise Device	2681908	10-8-2009
Playpower, Inc.	United States	Rotating Exercise Device	7922627	10-6-2009
Playpower, Inc.	Canada	Stationary Spin Cycle	130316	5-14-2010
Playpower, Inc.	China	Stationary Spin Cycle	ZL200930184417.8	8-14-2010
Playpower, Inc.	Europe Community	Stationary Spin Cycle	01120612-0004	4-11-2009
Playpower, Inc.	Europe Community	Stationary Spin Cycle	01120612-0005	4-11-2009
Playpower, Inc.	Canada	Sit-Up Exercise Device	130317	3-2-2010
Playpower, Inc.	China	Sit-Up Exercise Device	200930184418.2	5-19-2010
Playpower, Inc.	Europe Community	Sit-Up Exercise Device	001120612-0007	4-11-2009]
Playpower, Inc.	Europe Community	Sit-Up Exercise Device	001120612-0006	4-11-2009
Soft Play, L.L.C.	United States	Adjustable column for children's playground equipment	D381057	7/15/97
Soft Play, L.L.C.	United States	Buttress tree support for children's playground equipment	D376405	12/10/96
Soft Play, L.L.C.	United States	Children's molded play car/vehicle	6383119	5/7/02
Soft Play, L.L.C.	United States	Molded bun top	D434465	11/28/00
Soft Play, L.L.C.	United States	Molded children's play car	D436146	1/9/01
Soft Play, L.L.C.	United States	Molded children's play vehicle	D435876	1/2/01
Soft Play, L.L.C.	United States	Molded square recreational equipment platform	D397397	8/25/98
Soft Play, L.L.C.	United States	Molded triangular recreational equipment platform	D394894	6/2/98
Soft Play, L.L.C.	United States	Recreational equipment device	D381386	7/22/97
Soft Play, L.L.C.	United States	Recreational equipment junction box	D384387	9/30/97
Soft Play, L.L.C.	United States	Spiral climb in surrounding enclosure	6108988	8/29/00

Grantor	Country	Patent/Application	Registration Number/Serial Number	Registration Date/Filing Date
Soft Play, L.L.C.	United States	Accessible enclosed playground system	13/069101	3/22/2011
Soft Play, L.L.C.	United States	Accessible enclosed playground system	61/408823	11/01/2010
Soft Play, L.L.C.	Patent Cooperation Treaty	Accessible enclosed playground system	PCT/US211/029406	3/22/2011
Soft Play, L.L.C.	United States	Modular Play Equipment Enclosure	D344121	02/08/94
Soft Play, L.L.C.	United States	Movable Occupant Directed Recreational Equipment Device	5683301	11/04/97
Soft Play, L.L.C.	United States	Scoring system for a ball activity area	10702677	11/6/2003
Soft Play, L.L.C.	United States	Modular play equipment enclosure	D344121	2/8/1994

PATENT LICENSES:

None.

Trademarks**TRADEMARKS:**

Grantor	Country	Trademark/Application	Registration Number/Serial Number	Registration Date/Filing Date
E-Z-Dock, Inc.	United States	EZ DESIGNER	3204114	1/30/07
E-Z-Dock, Inc.	United States	EASY DOCK	74207202	9/25/91
E-Z-Dock, Inc.	Australia	EZ DOCK	754891	9/10/99
E-Z-Dock, Inc.	Canada	EZ DOCK	1395405	5/13/08
E-Z-Dock, Inc.	European Community	EZ DOCK	5203427	9/11/07
E-Z-Dock, Inc.	Turkey	EZ DOCK	2002/012314	5/21/02
E-Z-Dock, Inc.	United States	EZ DOCK	2689965	2/25/03
E-Z-Dock, Inc.	United States	EZ DOCK	2938157	4/5/05
E-Z-Dock, Inc.	Australia	EZ DOCK & DESIGN	742358	4/23/99
E-Z-Dock, Inc.	United States	EZ FLOATER	3357696	12/18/07
E-Z-Dock, Inc.	United States	EZ LAUNCH	3723664	12/8/09
E-Z-Dock, Inc.	Australia	EZ PORT	754890	9/10/99
E-Z-Dock, Inc.	United States	EZ PORT	2039903	2/25/97
E-Z-Dock, Inc.	United States	EZ PORT MAX	3551111	12/23/08
E-Z-Dock, Inc.	United States	EZ TRAIL	3729636	12/22/09
E-Z-Dock, Inc.	United States	THE FIRST DOCK OF ITS KIND. THE LAST DOCK YOU WILL EVER NEED	2701066	3/25/03
Miracle Recreation Equipment Company	United States	AQUARIUS	3124969	8/1/06
Miracle Recreation Equipment Company	United States	ARENA MEETING POINT	3510104	9/30/08
Miracle Recreation Equipment Company	United States	BIG KAHUNA	2650598	11/12/02
Miracle Recreation Equipment Company	United States	BIG TIMBER	2784474	11/18/03
Miracle Recreation Equipment Company	United States	BOULDER RIDGE	3238345	5/1/07
Miracle Recreation Equipment Company	United States	BUG BITES	3451439	6/17/08
Miracle Recreation Equipment Company	United States	CENTER STAGE	2053597	4/15/97
Miracle Recreation Equipment Company	United States	COIL CURLER	3894464	12/10/2010

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Miracle Recreation Equipment Company	United States	CONNEXION	3825537	7-27-2010
Miracle Recreation Equipment Company	United States	DUPLI-GATOR	2554074	3/26/02
Miracle Recreation Equipment Company	United States	FLEX JET	3929018	03/08/2011
Miracle Recreation Equipment Company	United States	FLIPPOPOTAMUS	2559470	4/9/02
Miracle Recreation Equipment Company	United States	FUN TUNNEL	2080140	7/15/97
Miracle Recreation Equipment Company	United States	GATOR GRIP	3311947	10/16/07
Miracle Recreation Equipment Company	United States	GET GIVE GO	3640949	5/22/08
Miracle Recreation Equipment Company	United States	GRANTS FOR AMERICA'S SCHOOLS	3568765	1/27/09
Miracle Recreation Equipment Company	United States	GRIZZ-LEE BEAR	3826350	7-27-2010
Miracle Recreation Equipment Company	United States	GROOVE II	3818077	7/13/10
Miracle Recreation Equipment Company	United States	HANG-A-ROUND	2384051	9/5/00
Miracle Recreation Equipment Company	United States	HEALTHY CIRCUIT	3522861	10/21/08
Miracle Recreation Equipment Company	United States	INTERAXION	85/180788	11/19/2010
Miracle Recreation Equipment Company	United States	JAX	85/180827	11/19/2010
Miracle Recreation Equipment Company	United States	JET SKI	3640826	6/16/2009
Miracle Recreation Equipment Company	United States	KIDROX	3132929	8/22/06
Miracle Recreation Equipment Company	United States	KIDS' CHOICE	2184296	8/25/98

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Miracle Recreation Equipment Company	United States	LIBRA	3124970	8/1/06
Miracle Recreation Equipment Company	United States	MEGA TOWER	3422739	5/6/08
Miracle Recreation Equipment Company	United States	MIRACLE	2043224	3/11/97
Miracle Recreation Equipment Company	United States	MIRACLE	0841174	12/26/67
Miracle Recreation Equipment Company	United States	MIRACLE	2988973	8/30/05
Miracle Recreation Equipment Company	United States	MIRACLE GRANTS FOR AMERICA'S SCHOOLS	3605316	4/14/09
Miracle Recreation Equipment Company	United States	MIRACLE GRANTS FOR AMERICA'S SCHOOLS	3605317	1/27/09
Miracle Recreation Equipment Company	United States	MIRACLE GRANTS FOR AMERICA'S SCHOOLS & DESIGN	3601466	4/7/09
Miracle Recreation Equipment Company	United States	MIRACLE MAKER	3422240	5/6/08
Miracle Recreation Equipment Company	United States	MIRACLETECH	85/130114	09/15/2010
Miracle Recreation Equipment Company	United States	MOUNTAIN TRAIL	3726493	12/15/09
Miracle Recreation Equipment Company	United States	NEXUS	3239882	5/8/07
Miracle Recreation Equipment Company	United States	OBSERVATION DECK	3280955	8/14/07
Miracle Recreation Equipment Company	United States	ORBX	3541311	12/2/08
Miracle Recreation Equipment Company	United States	PARKWATCH	3950945	4/26/2011
Miracle Recreation Equipment Company	United States	PEGASUS	3341257	11/20/07
Miracle Recreation Equipment Company	United States	PHYZICS	85/180746	11/19/2010

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Miracle Recreation Equipment Company	United States	PLAY COVER	3331521	11/6/07
Miracle Recreation Equipment Company	United States	PLAY TERRAIN	3266730	7/17/07
Miracle Recreation Equipment Company	United States	PULL UP!LIFT	77/623936	12/1/08
Miracle Recreation Equipment Company	United States	REFLEX	85/1808085	11/19/2010
Miracle Recreation Equipment Company	United States	RELAY RACER	3929017	3/8/2011
Miracle Recreation Equipment Company	United States	ROCK-ITE	1441140	6/2/87
Miracle Recreation Equipment Company	United States	SITEBRITE	3950944	4/26/2011
Miracle Recreation Equipment Company	United States	SONICSCREEN	85/130117	9/15/2010
Miracle Recreation Equipment Company	United States	SPRAY STATIONS	2346176	4/25/00
Miracle Recreation Equipment Company	United States	SURFER	3726494	12/15/09
Miracle Recreation Equipment Company	United States	TODDLER'S CHOICE	2157301	5/12/98
Miracle Recreation Equipment Company	United States	TOTS' CHOICE	2107801	10/21/97
Miracle Recreation Equipment Company	United States	TRIM TIMBER	3458688	7/1/08
Miracle Recreation Equipment Company	United States	VERSALOK	2003613	9/24/96
Miracle Recreation Equipment Company	United States	WEBSCAPES	3148304	9/26/06
Miracle Recreation Equipment Company	United States	WINDSOR	85/180809	11/19/2010
Miracle Recreation Equipment Company	United States	XCALATOR	3541312	12/2/08

Grantor	Country	Trademark/Application	Registration Number/Serial Number	Registration Date/Filing Date
Miracle Recreation Equipment Company	United States	N-DURE CYCLE	77/623934	12-1-2008
Miracle Recreation Equipment Company	Colombia	MIRACLE RECREATION	225400	2/28/2000
Miracle Recreation Equipment Company	United States	GRAVITY	85180786	11/19/10
Playpower LT Farmington, Inc.	United States	CLEVER CLIMBERS	3644286	6/23/09
Playpower LT Farmington, Inc.	United States	COLOSSUS	3406058	4/1/08
Playpower LT Farmington, Inc.	United States	FITNESS BUILDERS	3593355	2/9/09
Playpower LT Farmington, Inc.	Canada	FUNBUILDER	TMA638751	4/29/05
Playpower LT Farmington, Inc.	United States	FUNBUILDER	3042748	1/10/06
Playpower LT Farmington, Inc.	United States	GARDEN GRUBBIES	3403690	3/25/08
Playpower LT Farmington, Inc.	United States	GELEFISH	85/158159	10/21/2010
Playpower LT Farmington, Inc.	United States	GIBRALTAR	3085063	4/25/06
Playpower LT Farmington, Inc.	United States	HOOP-LA	85/158231	10/21/2010
Playpower LT Farmington, Inc.	United States	IBUILDER	85/274951	03/23/2011
Playpower LT Farmington, Inc.	United States	INFINITY	2946726	5/3/05
Playpower LT Farmington, Inc.	Canada	IRON MOUNTAIN FORGE & DESIGN	TMA339865	5/6/88
Playpower LT Farmington, Inc.	United Kingdom	IRON MOUNTAIN FORGE & DESIGN	1507729	1/28/94
Playpower LT Farmington, Inc.	United States	IRON MOUNTAIN FORGE & DESIGN	1339089	6/4/85
Playpower LT Farmington, Inc.	United States	JACKHAMMER	3758245	3/9/10
Playpower LT Farmington, Inc.	Benelux	KID BUILDERS	621436	5/30/97
Playpower LT Farmington, Inc.	United States	KID BUILDERS	3085411	4/25/06
Playpower LT Farmington, Inc.	Canada	KID BUILDERS & DESIGN	TMA339864	5/6/88
Playpower LT Farmington, Inc.	United States	KID RIDERS & DESIGN	1766847	4/20/93
Playpower LT Farmington, Inc.	Canada	KID TILES	TMA603161	2/25/04
Playpower LT Farmington, Inc.	United States	KID TILES	2473606	7/31/01

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Playpower LT Farmington, Inc.	United States	KID TILES & DESIGN	1756997	3/9/93
Playpower LT Farmington, Inc.	United States	KID TIMBER	2481823	8/28/01
Playpower LT Farmington, Inc.	United States	LANDSOFT	3243765	5/22/07
Playpower LT Farmington, Inc.	United States	LEARNING LAB	3262528	7/10/07
Playpower LT Farmington, Inc.	United States	MATRIX	3206868	2/6/07
Playpower LT Farmington, Inc.	United States	MAX PLAY	2496028	10/9/01
Playpower LT Farmington, Inc.	Canada	MAXPLAY	TMA629716	1/7/05
Playpower LT Farmington, Inc.	United States	MORPHOUS	85/160163	10/25/2010
Playpower LT Farmington, Inc.	United States	NRG BUILDERS	3577495	2/17/09
Playpower LT Farmington, Inc.	Canada	PLAY BUILDERS	TMA603162	2/25/04
Playpower LT Farmington, Inc.	United States	PLAY BUILDERS	2471640	7/24/01
Playpower LT Farmington, Inc.	Canada	REV BUILDERS	TMA690901	1/27/07
Playpower LT Farmington, Inc.	United States	REVBUILDERS	3005148	10/4/05
Playpower LT Farmington, Inc.	United States	ROCKTIMBERS	3406073	4/1/08
Playpower LT Farmington, Inc.	United States	SANDBUILDERS	3201967	1/23/07
Playpower LT Farmington, Inc.	United States	SEE.SAW.SNAKE & DESIGN	1834782	5/3/94
Playpower LT Farmington, Inc.	United States	SHADEBUILDERS	3192295	1/2/07
Playpower LT Farmington, Inc.	United States	SKYBUILDERS	3192177	1/2/07
Playpower LT Farmington, Inc.	United States	SPINFINITY	3402448	3/25/08
Playpower LT Farmington, Inc.	United States	VERSA-CLIMB	3202955	1/23/07
Playpower LT Farmington, Inc.	United States	WEATHERSTATION	3264201	7/17/07
Playpower LT Farmington, Inc.	United States	DOUGHBUILDERS	3766398	3/30/2010
PlayPower LT Farmington, Inc.	Canada	PARIS & Design	TMA387381	8/9/91
Playpower LT Farmington, Inc.	United States	PLAYGROUNDS FUN & EASY!	3917519	2/08/2011
Playpower LT Farmington, Inc.	United States	SEYMOUR GREEN	3878504	11/23/2010
PlayPower LT Farmington, Inc.	United States	IRON MOUNTAIN FORGE	73479142	5/7/84

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Playpower, Inc	United States	LEGACY	3528983	11/4/08
Playpower, Inc.	United States	AQUA RECREATION	3469651	7/15/08
Playpower, Inc.	United States	HAGS	2943914	4/26/05
Playpower, Inc.	United States	HAGS	2930481	3/8/05
Playpower, Inc.	United States	LEGACY CANTILEVER	3667127	8/11/09
Playpower, Inc.	United States	LEGACY CONTEMPO	77/110714	2/5/08
Playpower, Inc.	United States	LEGACY HERITAGE	3763848	3/23/10
Playpower, Inc.	United States	LEGACY HERITAGE	3616548	5/5/09
Playpower, Inc.	United States	PLAYPOWER	2107782	10/21/97
Playpower, Inc.	United States	PLAYPOWER FUNRAISING	3266335	7/17/07
Soft Play, L.L.C.	United States	KIDERGY	2257176	6/29/99
Soft Play, L.L.C.	United States	KIDS CORNER	3305417	10/9/07
Soft Play, L.L.C.	Canada	PLAYPARK	444467	6/30/95
Soft Play, L.L.C.	United States	PLAYPARK	1631719	1/15/91
Soft Play, L.L.C.	United States	PROGRESSIVE URBAN PLAYSCAPES	77/437579	4/2/08
Soft Play, L.L.C.	United States	SNEAKER KEEPER	1616763	10/9/90
Soft Play, L.L.C.	United States	SOFT PLAY	2895664	10/19/04
Soft Play, L.L.C.	United States	SOFT PLAY	2140024	3/3/98
Soft Play, L.L.C.	France	SOFT PLAY & DESIGN	1640043	1/22/91
Soft Play, L.L.C.	United States	SOFT PLAY & DESIGN	1628428	12/18/90
Soft Play, L.L.C.	United States	TOT BLOBS	85/288046	04/06/2011

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E-Z-Dock, Inc.	United States	E-Z dock distributor manual	TX0005569000	5/28/02
E-Z-Dock, Inc.	United States	E-Z-Dock floating dock and lift systems	TX0005596356	5/28/02
E-Z-Dock, Inc.	United States	EZ Dock Corporate, Boat lift and personal watercraft videos	PA0001103376	6/12/02
E-Z-Dock, Inc.	United States	Ez dock, floating dock and lift systems	TX0005625608	5/28/02
E-Z-Dock, Inc.	United States	EZ Dock product guide price list	TX0005591711	1/1/02
Miracle Recreation Equipment Company	United States	1998 Park & Playground Equipment Catalog	TX0005889144	2/6/03
Miracle Recreation Equipment Company	United States	1999 Play Favorites	TX0005889145	2/6/03
Miracle Recreation Equipment Company	United States	2000 Catalog	TX0005889142	2/6/03
Miracle Recreation Equipment Company	United States	2001 Catalog	TX0005889141	2/6/03
Miracle Recreation Equipment Company	United States	2002 Park & Playground Equipment Catalog	TX0005889143	2/6/03
Miracle Recreation Equipment Company	United States	2003 park and playground equipment catalog.	TX0006402704	5/22/06
Miracle Recreation Equipment Company	United States	2005 playground equipment catalog.	TX0006404394	5/22/06
Miracle Recreation Equipment Company	United States	Play From A Whole New Perspective.	TX0006557768	4/3/07
Playpower LT Farmington, Inc.	United States	Little tikes commercial playsystems : buyers guide	TX0006380029	5/22/06
Playpower LT Farmington, Inc.	United States	Little Tikes commercial catalog : 2004	TX0006402387	5/22/06
Playpower LT Farmington, Inc.	United States	Little Tikes commercial catalog : 2006	TX0006402388	5/22/06

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Playpower LT Farmington, Inc.	United States	Little Tikes commercial playsystems : catalog.	TX0006392962	5/22/06
Playpower LT Farmington, Inc.	United States	Little Tikes commercial Playsystems buyers guide: 2002.	TX0006402389	5/22/06
Playpower LT Farmington, Inc.	United States	Little Tikes play catalog.	TX0006392967	5/22/06
Playpower LT Farmington, Inc.	United States	Stretching innovation : 2007 Little Tikes commercial catalog	TX0006556062	4/3/07
PlayPower, Inc.	United States	Eks! Story by Barbara Neft, 1934; illustrated by Michelle Vonnare, 1974; production by Henry Cohen	TXu000851759	12/3/97
PlayPower, Inc.	United States	Eks!	TXu000674625	11/23/98
Soft Play, L.L.C.	United States	Big Bird's Best Friends: an interactive cloth book	VA0001074529	3/5/01

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