

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
BNB, Paribas	06/30/2011

RECEIVING PARTY DATA

Name:	Everlast Climbing Industries, Inc.
Street Address:	401 Chestnut Street
Internal Address:	Suite 310
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37402

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	7056266
Patent Number:	7381154
Patent Number:	7862480
Patent Number:	7819778
Application Number:	60962832
Patent Number:	7419457
Patent Number:	7563202
Patent Number:	7611444
Application Number:	60611105
Patent Number:	7520837
Patent Number:	7520838

CORRESPONDENCE DATA

Fax Number: (800)516-6304

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

PATENT

REEL: 026537 FRAME: 0836

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OP \$440.00 7056266

Phone:	6142803562
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Correspondent Name:	Ted Mulligan
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ATTORNEY DOCKET NUMBER:	8188613-1
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NAME OF SUBMITTER:	Ted Mulligan
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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN PATENTS

THIS RELEASE OF SECURITY INTEREST IN PATENTS (this "Release") is made as of June 30, 2011 in favor of Everlast Climbing Industries, Inc. ("Grantor") by BNP Paribas, as administrative agent for the Lenders (in such capacity, "Secured Party").

WHEREAS, PlayCore Wisconsin, Inc. ("Company") entered into that certain Credit Agreement dated as of February 21, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders") and Secured Party;

WHEREAS, Company, from time to time, entered or may have entered into one or more swap agreements (collectively, the "Lender Hedge Agreements") with one or more persons that were Lenders or affiliates of Lenders at the time such Lender Hedge Agreements were entered into (in such capacity, collectively, "Hedge Agreement Counterparties");

WHEREAS, Grantor entered into that certain Subsidiary Guaranty dated as of February 21, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") in favor of Secured Party for the benefit of Lenders and any Hedge Agreement Counterparties;

WHEREAS, pursuant to that certain Security Agreement dated as of February 21, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, Secured Party and the other grantors named therein, Grantor granted to Secured Party a security interest in all of its right, title and interest in, to and under certain intellectual property and, in connection therewith, entered into that certain Grant of Patent Security Interest dated as of July 31, 2008 (the "Patent Security Agreement") for the purpose of recording such security interest with respect to the patents and patent applications set forth on Schedule A hereto and such other assets included in the Patent Collateral (as such term is defined in the Patent Security Agreement) with the United States Patent and Trademark Office;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on August 7, 2008 at Reel 021354, Frame 0210; and

WHEREAS, Grantor has paid all of its outstanding indebtedness and all other Obligations (as defined in the Credit Agreement) to Secured Party.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby, on behalf of itself and the Lenders (i) terminates the Patent Security Agreement, (ii) terminates,

cancels and releases any and all liens and security interests it has in, to and under the Patent Collateral, (iii) re-assigns to Grantor any right, title and interest it may have in, to and under the Patent Collateral, and (iv) authorizes and requests the United States Patent and Trademark Office, and any other location where the security interest was filed, to note and record the existence of such release hereby given.

Secured Party shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such necessary cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

* * * * *

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized representative as of the date first set forth above.

BNP Paribas

By: 

Name: Guillaume Saba

Title: Vice President

By: 

Name: Angelo Maiello

Director

Title: _____

Signature Page to Patent Release (Everlast Climbing Industries, Inc.)

SCHEDULE A

Patent Title	Status	Serial No.	Patent No.	Filing Date	Issue Date	Country	Owner
Climbing Wall Assembly	Issued	10/236728	7056266	9/6/2002	6/6/2006	US	Everlast Climbing Industries, Inc.
Heart Rate Monitors and Displays for Climbing Walls	Issued	11/286458	7381154	11/23/2005	6/3/2008	US	Everlast Climbing Industries, Inc.
Safety Mat Securement Assembly	Issued	11/061583	7862480	2/18/2005	1/4/2011	US	Everlast Climbing Industries, Inc.
Safety Mat Securement Assembly	Issued	11/705296	7819778	2/12/2007	10/26/2010	US	Everlast Climbing Industries, Inc.
Resistance tubing fitness system	Expired Provisional Application	60/962832		8/1/2007		US	Everlast Climbing Industries, Inc.
Climbing Wall Assembly and Related Devices	Issued	11/230353	7419457	9/19/2005	9/2/2008	US	Everlast Climbing Industries, Inc.
Climbing Wall Assembly	Issued	11/280899	7563202	11/16/2005	7/21/2009	US	Everlast Climbing Industries, Inc.
Climbing Wall Assembly	Issued	11/391785	7611444	3/28/2006	11/3/2009	US	Everlast Climbing Industries, Inc.
Climbing wall assembly and related and related devices	Expired Provisional Application	60/611105		9/17/2004		US	Everlast Climbing Industries, Inc.
Climbing Wall Assembly	Issued	11/247497	7520837	10/10/2005	4/21/2009	US	Everlast Climbing Industries, Inc.
Climbing Wall Route-Setting Assembly and Process	Issued	11/280900	7520838	11/16/2005	4/21/2009	US	Everlast Climbing Industries, Inc.