

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3425297

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECOND LIEN PARENT INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT RECORDED AT REEL 032153/FRAME 0332	
CONVEYING PARTY DATA		
	Name	Execution Date
	GUGGENHEIM CORPORATE FUNDING, LLC	06/23/2015
RECEIVING PARTY DATA		
Name:	PLAYPOWER, INC.	
Street Address:	11515 VANSTORY DRIVE, SUITE 100	
City:	HUNTERSVILLE	
State/Country:	NORTH CAROLINA	
Postal Code:	28078	
Name:	PLAYPOWER HOLDINGS INC.	
Street Address:	11515 VANSTORY DRIVE, SUITE 100	
City:	HUNTERSVILLE	
State/Country:	NORTH CAROLINA	
Postal Code:	28078	
Name:	E-Z-DOCK, INC.	
Street Address:	11515 VANSTORY DRIVE, SUITE 100	
City:	HUNTERSVILLE	
State/Country:	NORTH CAROLINA	
Postal Code:	28078	
Name:	KID PLAY, INC.	
Street Address:	11515 VANSTORY DRIVE, SUITE 100	
City:	HUNTERSVILLE	
State/Country:	NORTH CAROLINA	
Postal Code:	28078	
Name:	MIRACLE RECREATION EQUIPMENT COMPANY	
Street Address:	878 EAST HIGHWAY 60	
City:	MONETT	
State/Country:	MISSOURI	
Postal Code:	65708	
Name:	PLAYPOWER LT FARMINGTON, INC.	
Street Address:	11515 VANSTORY DRIVE, SUITE 100	

PATENT

City:	HUNTERSVILLE
State/Country:	NORTH CAROLINA
Postal Code:	28078
Name:	SHADE STRUCTURES, INC.
Street Address:	11515 VANSTORY DRIVE, SUITE 100
City:	HUNTERSVILLE
State/Country:	NORTH CAROLINA
Postal Code:	28078
Name:	SOFT PLAY, L.L.C.
Street Address:	11515 VANSTORY DRIVE, SUITE 100
City:	HUNTERSVILLE
State/Country:	NORTH CAROLINA
Postal Code:	28078

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	6286268
Patent Number:	D530828
Patent Number:	D530023
Patent Number:	D530434
Patent Number:	D530022
Patent Number:	D530829
Patent Number:	D530433
Patent Number:	D530827

CORRESPONDENCE DATA

Fax Number: (949)475-4754

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: STEPHANIE S. KANN, SENIOR PARALEGAL

Address Line 1: 3161 MICHELSON DRIVE

Address Line 2: GIBSON, DUNN & CRUTCHER LLP

Address Line 4: IRVINE, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	73907-00001
NAME OF SUBMITTER:	STEPHANIE S. KANN
SIGNATURE:	/stephanie s. kann/
DATE SIGNED:	07/03/2015

Total Attachments: 8

source=Release of Second Lien Parent IP Security Agreement Supplement - Guggenheim (exec)#page1.tif
source=Release of Second Lien Parent IP Security Agreement Supplement - Guggenheim (exec)#page2.tif
source=Release of Second Lien Parent IP Security Agreement Supplement - Guggenheim (exec)#page3.tif
source=Release of Second Lien Parent IP Security Agreement Supplement - Guggenheim (exec)#page4.tif
source=Release of Second Lien Parent IP Security Agreement Supplement - Guggenheim (exec)#page5.tif
source=Release of Second Lien Parent IP Security Agreement Supplement - Guggenheim (exec)#page6.tif
source=Release of Second Lien Parent IP Security Agreement Supplement - Guggenheim (exec)#page7.tif
source=Release of Second Lien Parent IP Security Agreement Supplement - Guggenheim (exec)#page8.tif

**RELEASE OF SECOND LIEN PARENT INTELLECTUAL PROPERTY SECURITY
AGREEMENT SUPPLEMENT**

This Release of Second Lien Parent Intellectual Property Security Agreement Supplement (this “Release”) is made as of June 23, 2015, by Guggenheim Corporate Funding, LLC, a New York limited liability company, in its capacity as Second Lien Collateral Agent under (and as defined in) the Security Agreement referred to below (the “Secured Party”) for the benefit of Playpower, Inc., a Delaware corporation; Playpower Holdings Inc., a Delaware corporation; E-Z-Dock, Inc., a Minnesota corporation; Kid Play, Inc., a Delaware corporation; Miracle Recreation Equipment Company, an Iowa corporation; Playpower LT Farmington, Inc., a Missouri corporation; Shade Structures, Inc., a Delaware corporation; and Soft Play, L.L.C., a Delaware limited liability company (the “Debtors”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

W I T N E S S E T H:

WHEREAS, the Debtors and the Secured Party are parties to that certain Second Lien Parent Intellectual Property Security Agreement Supplement dated as of January 30, 2014 (as amended, restated or otherwise modified through the date hereof, the “Security Agreement”), pursuant to which the Debtors have granted to the Secured Party for its benefit and the benefit of various other financial institutions, a security interest in the intellectual property set forth on Schedules A, B and C hereto (the “IP”) and the goodwill of the business symbolized by such IP, and the registrations and applications therefor (together with the IP, the “IP Collateral”);

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office at Reel 5207/Frame 0619 for trademarks and Reel 032153/Frame 0332 for patents; and

WHEREAS, the Debtors have requested that the Secured Party provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release of its security interest, and claims of security interest, in the IP Collateral and the Secured Party is willing to provide such document, subject to the terms hereof.

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

1. The Secured Party does hereby terminate, release and discharge the entirety of any and all security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement to the IP Collateral and any right, title or interest of the Secured Party in such IP Collateral shall hereby terminate, cease and become void. The Secured Party hereby assigns, transfers and conveys any and all right, title or interest of the Secured Party in the IP Collateral to the Debtors. Secured Party agrees to provide cooperation and assistance to the Debtors (including, without limitation, the execution and delivery of any and all documents or other instruments, which must be prepared and filed by the Debtors, at the sole cost and expense of the Debtors) reasonably requested by the Debtors to more fully and effectively effect the purposes of this Release.


2. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be

deemed an original, but all such counterparts together shall constitute but one and the same instrument.

3. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has caused this Release of Second Lien Parent Intellectual Property Security Agreement Supplement to be executed and delivered as of the date first written above.


**GUGGENHEIM CORPORATE FUNDING,
LLC, as Second Lien Collateral Agent**






By: 
Name: Benjamin Goodman
Title: Attorney in fact

SCHEDULE A**PATENTS:**

Title	Country	Application/ Registration Number	Filing/ Registration Date	Owner
Shade structure and methodology having swiveling perimeter beam	United States	Patent No. 6,286,268	Reg. Date 9/11/2001	Shade Structures, Inc.
Shade structure	United States	Patent No. D530,828	Reg. Date 10/24/2006	Shade Structures, Inc.
Shade structure	United States	Patent No. D530,023	Reg. Date 10/10/2006	Shade Structures, Inc.
Shade structure	United States	Patent No. D530,434	Reg. Date 10/17/2006	Shade Structures, Inc.
Shade structure	United States	Patent No. D530,022	Reg. Date 10/10/2006	Shade Structures, Inc.
Shade structure	United States	Patent No. D530,829	Reg. Date 10/24/2006	Shade Structures, Inc.
Shade structure	United States	Patent No. D530,433	Reg. Date 10/17/2006	Shade Structures, Inc.
Shade structure	United States	Patent No. D530,827	Reg. Date 10/24/2006	Shade Structures, Inc.

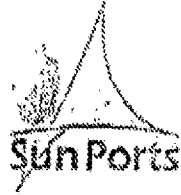
SCHEDULE B**TRADEMARKS:**

Trademark	Country	Serial/Registration Number	Filing/Registration Date	Owner
	United States	Reg. No. 2,852,612	Reg. Date 6/15/2004	Shade Structures, Inc.
SUN PORTS	United States	Reg. No. 3,089,529	Reg. Date 5/9/2006	Shade Structures, Inc.
	United States	Reg. No. 3,144,258	Reg. Date 9/19/2006	Shade Structures, Inc.

Trademark	Country	Serial/Registration Number	Filing/Registration Date	Owner
	United States	Reg. No. 3,873,739	Reg. Date 11/9/2010	Shade Structures, Inc.
	United States	Reg. No. 3,880,233	Reg. Date 11/23/2010	Shade Structures, Inc.
	United States	Reg. No. 3,886,608	Reg. Date 12/7/2010	Shade Structures, Inc.
UV MAN	United States	Reg. No. 3,902,135	Reg. Date 1/4/2011	Shade Structures, Inc.
	United States	Reg. No. 3,908,311	Reg. Date 1/18/2011	Shade Structures, Inc.
	United States	Reg. No. 3,958,047	Reg. Date 5/10/2011	Shade Structures, Inc.

COMMON LAW TRADEMARKS, NAMES AND DESIGNS:

Common Law Trademarks, Names and Designs



SUN PORTS & Design

Sun Ports International, Inc.

SUN PORTS INTERNATIONAL & Design

SUPER STRUCTURE

SUPERSPAN

TELEBRELLA



UV Man Costume



UV Protection Design

UV SCREEN PROTECTOR

SCHEDULE C

COPYRIGHTS: None.

DOMAIN NAMES:

Domain Name	Registrant
Arizonashadestructures.com	Shade Structures, Inc.
Arizonashadestructures.net	Shade Structures, Inc.
Budgetshade.com	Shade Structures, Inc.
Budgetshade.net	Shade Structures, Inc.
Budgetshades.net	Shade Structures, Inc.
Californiashadestructures.com	Shade Structures, Inc.
Californiashadestructures.net	Shade Structures, Inc.
Cheapshade.net	Shade Structures, Inc.
Custom-canopies.net	Shade Structures, Inc.
Discountshade.net	Shade Structures, Inc.
Floridashadestructures.net	Shade Structures, Inc.
Shade-america.com	Shade Structures, Inc.
Shade-construction.com	Shade Structures, Inc.
Shadeamerica.net	Shade Structures, Inc.
Shadeconcepts.com	Shade Structures, Inc.
Shadeconstruction.com	Shade Structures, Inc.
Shademanufacturing.com	Shade Structures, Inc.
Shademanufacturing.net	Shade Structures, Inc.
Shadestructures.net	Shade Structures, Inc.
Shadezones.net	Shade Structures, Inc.
Sunports.com	Shade Structures, Inc.
Sunportsaz.com	Shade Structures, Inc.
Sunportsnv.com	Shade Structures, Inc.
Usa-shade.com	Shade Structures, Inc.
Usa-shade.net	Shade Structures, Inc.

Domain Name	Registrant
Usashade.com	Shade Structures, Inc.
Usashade.net	Shade Structures, Inc.
Usashadeandfabric.com	Shade Structures, Inc.
Usashadeandfabricstructures.com	Shade Structures, Inc.
Vehicleprotectionstructures.com	Shade Structures, Inc.
Vehicleprotectionstructures.net	Shade Structures, Inc.
Vehicleprotectionstructures.org	Shade Structures, Inc.
Vpslp.com	Shade Structures, Inc.
Vpslp.net	Shade Structures, Inc.
Hailcanopies.com	Shade Structures, Inc.
Hailcanopies.net	Shade Structures, Inc.
Hailcovers.net	Shade Structures, Inc.
Hailnets.com	Shade Structures, Inc.
Hailnets.net	Shade Structures, Inc.
Hailprotection.net	Shade Structures, Inc.
Hailtent.com	Shade Structures, Inc.
Hailtent.net	Shade Structures, Inc.
Hailtents.com	Shade Structures, Inc.
Hailtents.net	Shade Structures, Inc.
Nevadashadestructures.net	Shade Structures, Inc.
Oklahomashadestructures.com	Shade Structures, Inc.
Oklahomashadestructures.net	Shade Structures, Inc.