

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4656612

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
PLAYNATION PLAY SYSTEMS, INC.		08/31/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BACKYARD PLAYNATION, LLC	
<b>Street Address:</b>	1000 TERNES DRIVE	
<b>City:</b>	MONROE	
<b>State/Country:</b>	MICHIGAN	
<b>Postal Code:</b>	48162	
<b>PROPERTY NUMBERS Total: 7</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	D587776	
<b>Application Number:</b>	11361851	
<b>Application Number:</b>	11074141	
<b>Patent Number:</b>	6342015	
<b>Patent Number:</b>	6527232	
<b>Patent Number:</b>	D438279	
<b>Patent Number:</b>	D438280	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<i>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.</i>		
<b>Phone:</b>	317-237-0300	
<b>Email:</b>	int eas@faegrebd.com	
<b>Correspondent Name:</b>	FAEGRE BAKER DANIELS LLP	
<b>Address Line 1:</b>	300 NORTH MERIDIAN STREET	
<b>Address Line 2:</b>	SUITE 2700	
<b>Address Line 4:</b>	INDIANAPOLIS, INDIANA 46204	
<b>NAME OF SUBMITTER:</b>	JESSICA L. VAN DALEN	
<b>SIGNATURE:</b>	/Jessica L. Van Dalen/	
<b>DATE SIGNED:</b>	10/25/2017	

**Total Attachments: 8**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this “Assignment”) is entered into as of August 31, 2017, for the consideration described in the Asset Purchase Agreement, dated June 9, 2017 (the “Agreement”), by and between PlayNation Play Systems, Inc., a Georgia corporation (“Seller”), and Backyard PlayNation, LLC, a Delaware limited liability company (“Purchaser”). All capitalized terms used and not otherwise defined herein have the respective meanings given to such terms in the Agreement.

### RECITALS

A. Seller, Purchaser, and Jeffrey Robertson entered into the Agreement on June 9, 2017.

B. Pursuant to the terms and conditions set forth in the Agreement, Seller has agreed to sell the Purchased Assets to Purchaser, and Purchaser has agreed to buy the Purchased Assets from Seller.

C. Pursuant to the terms of the Agreement, the terms of which are incorporated herein, Purchaser and Seller now desire to enter into this Assignment, whereby Seller shall assign to Purchaser all of Seller’s rights, title, and interests in and to all Intellectual Property Assets, as identified on Exhibit A, including all associated common law rights and registrations.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and representations as contained in this Assignment and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Seller hereby transfers and assigns to Purchaser, and Purchaser hereby assumes from Seller, all of Seller’s worldwide rights, title, and interests to and in the Intellectual Property Assets, as identified on Exhibit A, together with any and all ownership interests, all goodwill, and any rights to sue, at the sole cost and expense of Purchaser, for all past, present, and future damages relating to the Intellectual Property Assets. Seller shall not retain license or right to use the Intellectual Property Assets.

2. This Assignment is subject to all of the representations, warranties, terms, conditions, and limitations set forth in the Agreement and is not intended in any way to supersede, limit, expand, or qualify any provision of the Agreement. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement will prevail. The representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided in the Agreement.

3. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and any other officials of recording entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Purchaser. From time to time, as and when requested by Purchaser, Seller shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes set forth in this Assignment.

4. Purchaser shall be solely responsible for all actions and all costs whatsoever, including attorneys' fees, arising after the date of this Assignment and associated with the rights, title, and interests in and to the Intellectual Property Assets, except as may be specifically provided in the Agreement. Such responsibility for recording and protecting the Intellectual Property Assets, including all actions and all costs whatsoever associated with the continuous prosecution in the maintenance and enforcement of the Intellectual Property Assets, shall be the responsibility of Purchaser, and Seller shall have no obligation to pay any maintenance or other fee which becomes due, if any, on or after the Closing Date.

5. This Assignment shall be governed by and construed in accordance with the law of the State of Georgia without regard to the conflict of laws principles thereof. The sole exclusive jurisdiction for any legal action brought by any party against any other party under this Assignment shall be in any Georgia state court or federal court of the United States of America sitting in the State of Georgia, and each of the Purchaser and Seller consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

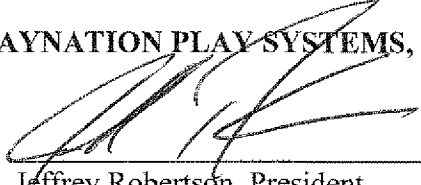
6. This Assignment shall inure to the benefit of and be binding upon the parties hereto, together with their respective successors and assigns. This Assignment may be executed in the original, by facsimile, or by any generally accepted electronic means (including transmission of a PDF file containing an executed signature page) in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by an authorized officer of each of the Seller and the Purchaser as of the 31 day of August, 2017.

**“SELLER”**

**PLAYNATION PLAY SYSTEMS, INC.**

By:   
Jeffrey Robertson, President

**“PURCHASER”**

**BACKYARD PLAYNATION, LLC**

By: \_\_\_\_\_  
Thomas van der Meulen,  
Chief Executive Officer

*[Signature Page to Assignment of Intellectual Property Rights]*

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by an authorized officer of each of the Seller and the Purchaser as of the 31 day of August, 2017.


**“SELLER”**

**PLAYNATION PLAY SYSTEMS, INC.**

By: \_\_\_\_\_  
Jeffrey Robertson, President

**“PURCHASER”**

**BACKYARD PLAYNATION, LLC**

By:  \_\_\_\_\_  
Thomas van der Meulen,  
Chief Executive Officer

*[Signature Page to Assignment of Intellectual Property Rights]*

**EXHIBIT A**  
**Intellectual Property**

**Trademarks; Trademark Licenses; Trademark Applications; Service Marks**

<b>Registration No.</b>	<b>Application No.</b>	<b>Jurisdiction</b>	<b>Mark</b>	<b>Application Date</b>	<b>Registration Date</b>
4,596,310		USA	Gorilla Playsets	1/8/2014	9/2/2014
2,862,694		USA	Gorilla Playsets, Inc.		
2,834,525		USA	Gorilla Playsets		
2,264,995		USA	Playnation	7/22/1998	7/27/1999
2,818,852		USA	Playnation		
TMA858,591		Canada	Gorilla		8/26/2013
TMA892,821	1,555,345	Canada	Playnation		12/22/2014
	1,589,700	Canada	Gorilla Playsets		
	1,533,963	Canada	Playnation		
2,781,306		USA	Plan-It Play	4/29/2002	11/11/2003
2,736,214		USA	Swingworks	4/29/2002	7/15/2003
2,758,275		USA	Planet Playgrounds	4/29/2002	9/2/2003

# Patents; Patent Licenses; Patent Applications

Patent No	Jurisdiction	Title/Mark	Application No	Application Date	Grant/Reg Date	Expiration Date
D587,776	USA	Tiki Treehouse	29/298,592	12/7/2007		12/7/2021
2007/0267560	USA	Play Slide Footer	11/361,851	2/23/2006		N/A
2005/0221901	USA	Post for Playground Structure	11/074,141	03/07/2005	10/06/2005	
6,342,015	USA	Double Wall Slide with Varying Sloped Slide Bed Playground Slide	09/524,207	03/10/2000	01/29/2002	
6,527,232	USA	Bracket	09/778,642	02/07/2001	03/04/2003	02/07/2021
D438,279		Slide with Integrally Formed Footing	29/119,719	03/07/2000	02/27/2001	03/07/2014
	USA	Double Wall Slide with Integrally Formed Footing				03/07/2014
D438,280			29/119.765	03/07/2000	02/27/2001	



Domain Names								
Domain Name	Registrar nt First	Registrar t Last	Registrant Co.	Date of Registrati on	Renewal Date	Status	Privacy	Locked
ADVENTUREPLAYSET.COM	PLAY	NATION	PLAYNATION	5/15/2003	5/15/2017	Active	Public	Locked
CLASSICSWINGSET.COM			PlayNation	6/27/2008	6/27/2017	Active	Public	Locked
CLASSICSWINGSETS.COM			PlayNation	5/27/2005	5/27/2017	Active	Public	Locked
EPLAYSET.COM	Jeff	Robertston		2/4/2011	2/4/2017	Active	Public	Locked
GORILLAPLAYSET.COM	PLAY	NATION	PLAYNATION	3/24/2003	3/24/2017	Active	Public	Locked
GORILLAPLAYSETS.CA	Vicki	Robertson	PlayNation	1/3/2012	1/3/2019	Active	Public	Locked
GORILLAPLAYSETS.CO	Jeff	Robertston		1/3/2012	1/2/2018	Active	Public	Locked
GORILLAPLAYSETS.COM	PLAY	NATION	PLAYNATION	1/9/2001	1/9/2018	Active	Public	Locked
GORILLAPLAYSETSDALER.COM	PLAY	NATION	PLAYNATION	6/8/2010	6/8/2017	Active	Public	Locked
OUTDOORASSEMBLY.COM	Jeff	Robertston		8/22/2006	8/22/2017	Active	Public	Locked
PLANETPLAYGROUNDS.COM	PLAY	NATION	PLAYNATION	2/28/2000	2/28/2017	Active	Public	Locked
PLANITPLAY.COM	PLAY	NATION	PLAYNATION	2/18/2000	2/18/2017	Active	Public	Locked
PLAYGROUNDMAKER.COM	Jeff	Robertston		10/29/2010	10/29/2017	Active	Public	Locked
playgroundnation.com	Jeff	Robertston		4/19/2016	4/19/2018	Active	Public	Locked
playhouseation.com	Jeff	Robertston		3/9/2014	3/9/2024	Active	Public	Locked
PLAYNATION.CO	Jeff	Robertston		1/3/2012	1/2/2018	Active	Public	Locked
PLAYNATION.COM	PLAY	NATION	PLAYNATION	4/5/2001	4/5/2017	Active	Public	Locked
PLAYNATION.MOBI	Jeff	Robertston		1/3/2012	1/3/2018	Active	Public	Locked
PLAYNATION.NET	PLAY	NATION	PLAYNATION	3/21/2004	3/21/2017	Active	Public	Locked
PLAYNATIONOFATLANTA.COM	PLAY	NATION	PLAYNATION	8/28/2009	8/28/2017	Active	Public	Locked
PLAYNATIONOFGEORGIA.COM	PLAY	NATION	PLAYNATION	8/28/2009	8/28/2017	Active	Public	Locked
PLAYNATIONOFMEXICO.COM	Jeff	Robertston		7/18/2014	7/18/2017	Active	Public	Locked
playnationparties.com	Ronald	Dicara		11/12/2009	11/12/2019	Active	Public	Locked
PLAYNATIONPLAYSYSTEMS.COM	Jeff	Robertston		9/21/2004	9/21/2017	Active	Public	Locked
PLAYNATIONPLAYSYSTEMSSUCKS.COM	PLAY	NATION	PLAYNATION	12/2/2006	12/2/2017	Active	Public	Locked
PLAYNATIONPLAYSYSTEMSSUX.COM	PLAY	NATION	PLAYNATION	12/2/2006	12/2/2017	Active	Public	Locked
PLAYNATIONS.COM	Jeff	Robertston		6/3/2003	6/3/2017	Active	Public	Locked
PLAYNATIONSUCKS.COM	PLAY	NATION	PLAYNATION	12/2/2006	12/2/2017	Active	Public	Locked
PLAYNATIONSUX.COM	PLAY	NATION	PLAYNATION	12/2/2006	12/2/2017	Active	Public	Locked
playsetnation.com	Jeff	Robertston		3/9/2014	3/9/2024	Active	Public	Locked
playtimenation.com	Jeff	Robertston		5/3/2016	5/3/2017	Active	Public	Locked
SWINGSETSUSA.COM			PlayNation	5/27/2005	5/27/2017	Active	Public	Locked
SWINGWORKS.COM	PLAY	NATION	PLAYNATION	10/21/1998	10/20/2017	Active	Public	Locked
THERBESTPLAYSETS.COM	Malia	Hostetler	TheBestPlaysets	2/21/2013	2/21/2017	Active	Public	Locked
THEPLAYCOMPANY.CO	Vicki	Robertson		2/21/2011	2/20/2017	Active	Public	Locked

**Trade Names**

- Gorilla Playsets
- Plan It Play
- Planet Playrounds
- Playnation
- Playnation Play Systems
- Swingworks

**Software**

**IQMS**

Lexicom (Cleo)

**PATENT**

**REEL: 043942 FRAME: 0689**

**RECORDED: 10/25/2017**