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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4697297

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|------------------------------|-------------------|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| RESUBMIT DOCUMENT ID: | 504573965 |
| SEQUENCE: | 1 |

CONVEYING PARTY DATA

| Name | Execution Date |
|---|----------------|
| PORTER CORP. | 09/29/2017 |
| EVERLAST CLIMBING INDUSTRIES, INC. | 09/29/2017 |
| PLAYCRAFT SYSTEMS, LLC | 09/29/2017 |
| POWER SYSTEMS (PS), LLC | 09/29/2017 |
| SUPERIOR INTERNATIONAL INDUSTRIES, INC. | 09/29/2017 |
| THE FOUNTAIN PEOPLE, INC. | 09/29/2017 |
| HIGHLAND PRODUCTS GROUP, LLC | 09/29/2017 |
| PLAYCORE WISCONSIN, INC. | 09/29/2017 |
| ULTRA PLAY SYSTEMS, INC. | 09/29/2017 |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | GOLDMAN SACHS BANK USA, AS ADMINISTRATIVE AGENT |
| Street Address: | 30 HUDSON STREET, 36TH FLOOR |
| City: | JERSEY CITY |
| State/Country: | NEW JERSEY |
| Postal Code: | 07302 |

PROPERTY NUMBERS Total: 111

| Property Type | Number |
|-----------------------|---------|
| Patent Number: | 9770614 |
| Patent Number: | 9765766 |
| Patent Number: | 7193167 |
| Patent Number: | RE42339 |
| Patent Number: | D716895 |
| Patent Number: | D716896 |
| Patent Number: | 9084940 |
| Patent Number: | 8696525 |
| Patent Number: | 8795140 |
| Patent Number: | 8602815 |

PATENT

| Property Type | Number |
|----------------------|---------------|
| Patent Number: | 8727806 |
| Patent Number: | 7437857 |
| Patent Number: | 7310833 |
| Patent Number: | 7058994 |
| Patent Number: | 7048091 |
| Patent Number: | 6170612 |
| Patent Number: | 6378659 |
| Patent Number: | D583716 |
| Patent Number: | D620845 |
| Patent Number: | 8282011 |
| Patent Number: | 8876009 |
| Patent Number: | 7862480 |
| Patent Number: | 7819778 |
| Patent Number: | 8282534 |
| Patent Number: | 7056266 |
| Patent Number: | 7563202 |
| Patent Number: | 7611444 |
| Patent Number: | 8038581 |
| Patent Number: | 7419457 |
| Patent Number: | 7520837 |
| Patent Number: | 7520838 |
| Patent Number: | 7381154 |
| Patent Number: | 7780576 |
| Patent Number: | 9545555 |
| Patent Number: | 8950592 |
| Patent Number: | 8952786 |
| Patent Number: | 9715610 |
| Patent Number: | D680914 |
| Patent Number: | 9498880 |
| Patent Number: | 9095973 |
| Patent Number: | D717214 |
| Patent Number: | 9505124 |
| Patent Number: | D568434 |
| Patent Number: | 8684852 |
| Patent Number: | 8647165 |
| Patent Number: | D550321 |
| Patent Number: | D518137 |
| Patent Number: | D521099 |

| Property Type | Number |
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| Patent Number: | 6165106 |
| Patent Number: | 7617637 |
| Patent Number: | D548473 |
| Patent Number: | D483089 |
| Patent Number: | D559935 |
| Patent Number: | D599587 |
| Patent Number: | D581176 |
| Patent Number: | 8235338 |
| Patent Number: | 8342463 |
| Patent Number: | D559936 |
| Patent Number: | D493504 |
| Patent Number: | D495392 |
| Patent Number: | D496088 |
| Patent Number: | D496423 |
| Patent Number: | 8062142 |
| Patent Number: | 7578745 |
| Patent Number: | 7874926 |
| Patent Number: | 8529362 |
| Patent Number: | 7118514 |
| Patent Number: | D583159 |
| Patent Number: | 7892101 |
| Patent Number: | 8870136 |
| Patent Number: | 8991413 |
| Patent Number: | 9486376 |
| Patent Number: | D783858 |
| Patent Number: | 9592868 |
| Patent Number: | D768545 |
| Patent Number: | D767452 |
| Patent Number: | D748562 |
| Patent Number: | 9315974 |
| Patent Number: | D488879 |
| Patent Number: | D632352 |
| Patent Number: | D664622 |
| Patent Number: | D664624 |
| Patent Number: | D774422 |
| Patent Number: | D774441 |
| Patent Number: | D774423 |
| Patent Number: | D495087 |

| Property Type | Number |
|---------------------|----------|
| Patent Number: | D796387 |
| Patent Number: | D612301 |
| Patent Number: | 7392816 |
| Patent Number: | 7025074 |
| Patent Number: | D631930 |
| Patent Number: | D616054 |
| Patent Number: | 8047478 |
| Patent Number: | D595872 |
| Patent Number: | D595873 |
| Patent Number: | D691082 |
| Application Number: | 15683174 |
| Application Number: | 15534367 |
| Application Number: | 15480552 |
| Application Number: | 15270825 |
| Application Number: | 15636182 |
| Application Number: | 29573289 |
| Application Number: | 29584655 |
| Application Number: | 15148429 |
| Application Number: | 14362747 |
| Application Number: | 15290194 |
| Application Number: | 15120198 |
| Application Number: | 15120577 |
| Application Number: | 15120583 |
| Application Number: | 14665656 |
| Application Number: | 14677650 |

CORRESPONDENCE DATA

Fax Number: (202)835-7586
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.

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Email: dcip@milbank.com
Correspondent Name: KRISTIN YOHANNAN, ESQ.
Address Line 1: 1850 K STREET, NW, SUITE 1100
Address Line 2: MILBANK, TWEED, HADLEY & MCCLOY, LLP
Address Line 4: WASHINGTON, D.C. 20006

| | |
|--------------------------------|-------------------------|
| ATTORNEY DOCKET NUMBER: | 30045-98048 |
| NAME OF SUBMITTER: | KRISTIN L. YOHANNAN |
| SIGNATURE: | /s/ Kristin L. Yohannan |

DATE SIGNED:

11/20/2017

Total Attachments: 10

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4620676

| | |
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

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| THE FOUNTAIN PEOPLE, INC. | 09/29/2017 |
| HIGHLAND PRODUCTS GROUP, LLC | 09/29/2017 |
| PLAYCORE WISCONSIN, INC. | 09/29/2017 |
| ULTRA PLAY SYSTEMS, INC. | 09/29/2017 |

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| Patent Number: | RE42339 |
| Patent Number: | D716895 |
| Patent Number: | D716896 |
| Patent Number: | 9084940 |
| Patent Number: | 8696525 |
| Patent Number: | 8795140 |
| Patent Number: | 8602815 |
| Patent Number: | 8727806 |
| Patent Number: | 7437857 |

FIRST LIEN PATENT SECURITY AGREEMENT

FIRST LIEN PATENT SECURITY AGREEMENT dated as of September 29, 2017 (this “**Patent Security Agreement**”), by and among each of the undersigned Loan Parties (as defined in the First Lien Credit Agreement) (each, a “**Grantor**”) and Goldman Sachs Bank USA, as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “**Administrative Agent**”) for the Secured Parties (as defined in the First Lien Credit Agreement).

Reference is made to that certain First Lien Credit Agreement, dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**First Lien Credit Agreement**”), by and among PlayCore MidCo, Inc., a Delaware corporation (“**Holdings**”), PlayCore Merger Sub, Inc., a Delaware corporation (the “**Initial Borrower**”, to be merged with and into Recess Holdings, Inc., a Delaware corporation (the “**Company**”) pursuant to the Merger Transactions (as defined therein), with the Company as survivor of the Merger (as defined therein), the “**Borrower**”), the lenders from time to time party thereto (the “**Lenders**”) and the Administrative Agent.

Reference is also made to that certain First Lien Pledge and Security Agreement dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Borrower, Holdings, the other Grantors (as defined therein) from time to time party thereto and the Administrative Agent for the Secured Parties under and as defined in the First Lien Credit Agreement.

The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Consistent with the requirements set forth in Section 4.01 the First Lien Credit Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the “**Patent Collateral**”):

(a) any and all patents and patent applications (including but not limited to the patents and patent applications listed on Schedule I hereto); (b) all inventions described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, reexaminations and continuations in part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past, present and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing, in each case, excluding any items constituting Excluded Assets and/or otherwise expressly limited or excluded by the Collateral and Guarantee Requirements.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as

if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 4. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Security Agreement as of the day and year first above written.

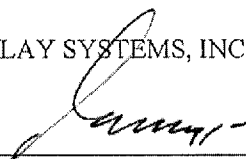
PORTER CORP.
EVERLAST CLIMBING INDUSTRIES, INC.
PLAYCRAFT SYSTEMS, LLC
POWER SYSTEMS (PS), LLC
SUPERIOR INTERNATIONAL INDUSTRIES, INC.
THE FOUNTAIN PEOPLE, INC.

By: 
Name: Rick Ruegger
Title: Chief Financial Officer

HIGHLAND PRODUCTS GROUP, LLC
PLAYCORE WISCONSIN, INC.

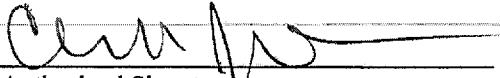
By: 
Name: Rick Ruegger
Title: Chief Financial Officer

ULTRA PLAY SYSTEMS, INC.

By: 
Name: Rick Ruegger
Title: Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

GOLDMAN SACHS BANK USA,
as Administrative Agent

By: 
Authorized Signatory

Charles D. Johnston
Authorized Signatory

[Signature Page to First Lien Patent Security Agreement]

PATENT
REEL: 044176 FRAME: 0885

SCHEDULE I

PATENTS

| PATENT NO. | ISSUE DATE | TITLE |
|------------|------------|---|
| 9770614 | 09/26/2017 | HAND HOLD ASSEMBLY |
| 9765766 | 09/19/2017 | BICYCLE TIRE PUMP |
| | | BICYCLE STORAGE UNIT |
| | | ROTATABLE PLAY DEVICE |
| | | BICYCLE SHELTER ASSEMBLY |
| 7193167 | 03/20/2007 | COMPETITIVE SWIMMING STARTING SYSTEM |
| RE42339 | 05/10/2011 | COMPETITIVE SWIMMING STARTING SYSTEM |
| D716895 | 11/04/2014 | PLAY SYSTEM CONNECTOR |
| D716896 | 11/04/2014 | PLAY SYSTEM CONNECTOR |
| 9084940 | 07/21/2015 | SWING DESIGNED TO PROMOTE ATTUNEMENT BETWEEN CHILD AND CARETAKER |
| 8696525 | 04/15/2014 | TRACK START BLOCK FOR SWIMMING |
| 8795140 | 08/05/2014 | TRACK START BLOCK FOR SWIMMING |
| 8602815 | 12/10/2013 | SWIMMING POOL DECKPLATE FOR HORIZONTAL SURFACES WITH INTEGRATED SLOPES AROUND ELECTRICAL CONTACTS |
| 8727806 | 05/20/2014 | SWIMMING POOL DECKPLATE FOR HORIZONTAL SURFACES WITH INTEGRATED SLOPES AROUND ELECTRICAL CONTACTS |
| 7437857 | 10/21/2008 | COMPRESSION ANCHOR |
| 7310833 | 12/25/2007 | SWIMMING POOL LIFT & TRANSFER BAR |
| 7058994 | 06/13/2006 | STARTING PLATFORM AND ANCHOR SYSTEM |
| 7048091 | 05/23/2006 | PORTABLE LIFEGUARD CHAIR |
| 6170612 | 01/09/2001 | SWIMMING POOL LIFT |
| 6378659 | 04/30/2002 | SWIMMING POOL LIFT |
| D583716 | 12/30/2008 | BICYCLE RACK |
| D620845 | 08/03/2010 | METER HITCH |
| 8282011 | 10/09/2012 | TAMPER SENSITIVE RFID TAG |
| 8876009 | 11/04/2014 | TAMPER SENSITIVE RFID TAG |
| 7862480 | 01/04/2011 | SAFETY MAT SECUREMENT ASSEMBLY |
| 7819778 | 10/26/2010 | SAFETY MAT SECUREMENT ASSEMBLY |
| 8282534 | 10/09/2012 | SAFETY MAT SECUREMENT ASSEMBLY |
| 7056266 | 06/06/2006 | CLIMBING WALL ASSEMBLY |
| 7563202 | 07/21/2009 | CLIMBING WALL ASSEMBLY |
| 7611444 | 11/03/2009 | CLIMBING WALL ASSEMBLY |
| 8038581 | 10/18/2011 | CLIMBING WALL ASSEMBLY |
| 7419457 | 09/02/2008 | CLIMBING WALL ASSEMBLY |
| 7520837 | 04/21/2009 | CLIMBING WALL ASSEMBLY |

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|------------|------------|---|
| 7520838 | 04/21/2009 | CLIMBING WALL ROUTE SETTING ASSEMBLY AND PROCESS |
| 7381154 | 06/03/2008 | HEART RATE MONITORS AND DISPLAYS FOR CLIMBING WALLS |
| 7780576 | 08/24/2010 | FITNESS SYSTEM FOR CLIMBING WALLS |
| 9545555 | 01/17/2017 | CLIMBING WALLS |
| 8950592 | 02/10/2015 | ARTICULATABLE ELEVATED BICYCLE RACK |
| 8952786 | 02/10/2015 | SYSTEM FOR TRACKING BICYCLE COMMUTER ACTIVITY |
| 9715610 | 07/25/2017 | SYSTEM FOR TRACKING BICYCLE COMMUTER ACTIVITY |
| D680914 | 04/30/2013 | BICYCLE SERVICE RACK |
| 9498880 | 11/22/2016 | BICYCLE SERVICE RACK |
| 9095973 | 08/04/2015 | BICYCLE SERVICE KITS |
| D717214 | 11/11/2014 | BICYCLE SERVICE KIT |
| 9505124 | 11/29/2016 | BICYCLE SERVICE KITS |
| D568434 | 05/06/2008 | LARGE HANGING AND SPINNING PLAYGROUND DEVICE |
| 8684852 | 04/01/2014 | ANGLED ROTATING MERRY GO ROUND |
| 8647165 | 02/11/2014 | PLAY PANEL INSTALLATION |
| D550321 | 09/04/2007 | PLAYGROUND BALANCE POD |
| D518137 | 03/28/2006 | PLAYGROUND CLIMBER |
| D521099 | 05/16/2006 | PLAYGROUND CLIMBER |
| 6165106 | 12/26/2000 | RECREATION DECK WITH CENTRAL LOAD BEARING MEMBER |
| 7617637 | 11/17/2009 | PLAYGROUND ROOF SYSTEM |
| D548473 | 08/14/2007 | PLAYGROUND SEAT |
| D483089 | 12/02/2003 | SLIDE |
| D559935 | 01/15/2008 | SMALL HANGING AND SPINNING PLAYGROUND DEVICE |
| D599587 | 09/08/2009 | SWING HARNESS |
| D581176 | 11/25/2008 | SWING SEAT |
| 8235338 | 08/07/2012 | SWING SUPPORT CONNECTOR |
| 8342463 | 01/01/2013 | SWING SUPPORT CONNECTOR |
| D559936 | 01/15/2008 | TILTED HANGING AND SPINNING PLAYGROUND DEVICE |
| D493504 | 07/27/2004 | VOLCANO CLIMBER |
| D495392 | 08/31/2004 | VOLCANO CLIMBER |
| D496088 | 09/14/2004 | VOLCANO CLIMBER |
| D496423 | 09/21/2004 | VOLCANO CLIMBER |
| 8062142 | 11/22/2011 | COLLABORATIVE PLAY TOY |
| 7578745 | 08/25/2009 | ELEVATED HAND-HELD MERRY-GO-ROUND |
| 7874926 | 01/25/2011 | ELEVATED HAND-HELD MERRY-GO-ROUND |
| 8529362 | 09/10/2013 | ELEVATED HAND-HELD MERRY-GO-ROUND |
| 7874926 C1 | 12/11/2013 | ELEVATED HAND-HELD MERRY-GO-ROUND |
| 7118514 | 10/10/2006 | PLAYGROUND EQUIPMENT |
| D583159 | 12/23/2008 | CHILD SWING CHAIR |

| | | |
|---------|------------|---|
| 7892101 | 02/22/2011 | CHILD SWING CHAIR |
| 8870136 | 10/28/2014 | CLAMP |
| 8991413 | 03/31/2015 | CANOPY TENSIONING APPARATUS |
| 9486376 | 11/08/2016 | ELECTRICALLY-POWERED PLATFORM POOL LIFT |
| D783858 | 04/11/2017 | RAILING |
| 9592868 | 03/14/2017 | MODULAR BICYCLE RACK |
| D768545 | 10/11/2016 | BICYCLE STORAGE SYSTEM |
| D767452 | 09/27/2016 | SWITCHBACK RACK |
| D748562 | 02/02/2016 | BICYCLE SHELTER |
| 9315974 | 04/19/2016 | NOZZLE POSITIONING ASSEMBLY FOR A FOUNTAIN SYSTEM |
| D488879 | 04/20/2004 | LIGHT HOUSING |
| D632352 | 02/08/2011 | EXERCISE HURDLE |
| D664622 | 07/31/2012 | EXERCISE APPARATUS |
| D664624 | 07/31/2012 | EXERCISE APPARATUS |
| D774422 | 12/20/2016 | BICYCLE RACK |
| D774441 | 12/20/2016 | BICYCLE RACK COMPONENT |
| D774423 | 12/20/2016 | BICYCLE RACK |
| D495087 | 08/24/2004 | LIGHT HOUSING |
| D796387 | 09/05/2017 | BICYCLIST SUPPORT STRUCTURE |
| D612301 | 03/23/2010 | BICYCLE RACK |
| 7392816 | 07/01/2008 | ADJUSTABLE SHADE-PROVIDING BUILDING STRUCTURE |
| 7025074 | 04/11/2006 | FABRIC COVERED STRUCTURE AND METHOD OF ASSEMBLY OF SUCH STRUCTURE |
| D631930 | 02/01/2011 | PLAY STRUCTURE |
| D616054 | 05/18/2010 | PLAYGROUND APPARATUS |
| 8047478 | 11/01/2011 | MODULAR POST SYSTEM WITH HOLES ON MULTIPLE AXIAL PLANES |
| D595872 | 07/07/2009 | REVERSIBLE LANDSCAPING TIMBER |
| D595873 | 07/07/2009 | REVERSIBLE LANDSCAPING TIMBER |
| D691082 | 10/08/2013 | ANCHOR |

PATENT APPLICATIONS

| APPLICATION NO. | FILING DATE | TITLE |
|-----------------|-------------|--|
| 15/683174 | 08/22/2017 | BICYCLE TIRE PUMP |
| 15/534367 | 12/07/2015 | SYSTEM AND METHOD FOR AUTOMATICALLY CONTROLLING A TRACK TIMING SYSTEM |
| 15/480552 | 04/06/2017 | SYSTEM FOR LIFTING PERSONS ONTO PLAYGROUND EQUIPMENT |
| 15/270825 | 09/20/2016 | BICYCLE STORAGE UNIT |
| 15/636182 | 06/28/2017 | SYSTEMS AND METHODS FOR LOCKING A STARTING BLOCK STEM WITHIN AN ANCHOR |
| 29/573289 | 08/08/2016 | BICYCLE STORAGE APPARATUS |
| 29/584655 | 11/16/2016 | BICYCLE RACK |

| | | |
|-----------|------------|---|
| 15/148429 | 05/06/2016 | SWING DESIGNED TO PROMOTE ATTUNEMENT BETWEEN CHILD AND CARETAKER |
| 14/362747 | 07/31/2013 | START ASSIST DEVICE FOR SWIMMERS WITH POSITIONING AND REMOVAL MECHANISM |
| 15/290194 | 10/11/2016 | ELECTRICALLY-POWERED PLATFORM POOL LIFT |
| 15/120198 | 02/20/2015 | APPARATUS AND METHOD FOR THE DETECTION OF TIMING COMPONENTS IN SWIMMING POOLS |
| 15/120577 | 02/20/2015 | SYSTEM FOR TIMING AND SCORING AQUATIC SPORTS IN POOLS |
| 15/120583 | 02/25/2015 | ELECTRICAL CONNECTOR SYSTEM |
| 14/665656 | 03/23/2015 | SPACE-SAVING BICYCLE RACK |
| 14/677650 | 04/02/2015 | SPACE-SAVING BICYCLE PARKING STRUCTURE |