

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4766997

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
PLAYCORE WISCONSIN, INC.	12/21/2017
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: 18	
Property Type	Number
Patent Number:	6165106
Patent Number:	D548473
Patent Number:	D568434
Patent Number:	D550321
Patent Number:	D518137
Patent Number:	D521099
Patent Number:	7617637
Patent Number:	D559935
Patent Number:	D599587
Patent Number:	D581176
Patent Number:	8235338
Patent Number:	8342463
Patent Number:	D559936
Patent Number:	D583159
Patent Number:	7892101
Application Number:	15691365
Application Number:	15691212
Application Number:	15363820

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.

Phone: 202-835-7500**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:	01/09/2018

Total Attachments: 6

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FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT

FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT dated as of December 21, 2017 (this “**Patent Security Agreement Supplement**”), by and between PlayCore Wisconsin, Inc., a Wisconsin corporation (the “**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) and the Administrative Agent for the Secured Parties.

Reference is also made to that certain First Lien Patent Security Agreement, dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Patent Security Agreement**”) by and among the Grantors thereto and the Administrative Agent for the Secured Parties.

The Lenders (as defined in the First Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional Patent Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Patent Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Patent Security Agreement Supplement 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, the 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 the Grantor, and regardless of where located (collectively, the “**Additional 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. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional 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 Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Patent Security Agreement Supplement 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 Supplement 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 Supplement as of the day and year first above written.

PLAYCORE WISCONSIN, INC.

By: 

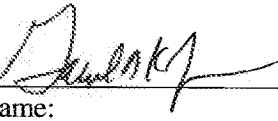
Name: Rick Ruegger

Title: Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement Supplement]

PATENT
REEL: 044573 FRAME: 0773

GOLDMAN SACHS BANK USA,
as Administrative Agent

By: 
Name: _____
Title: _____
Gabriel Jacobson
Authorized Signatory

[Signature Page to First Lien Patent Security Agreement Supplement]

PATENT
REEL: 044573 FRAME: 0774

SCHEDULE I**PATENTS**

REGISTERED OWNER	PATENT NO.	ISSUE DATE	TITLE
PlayCore Wisconsin, Inc.	6165106	12/26/2000	RECREATION DECK WITH CENTRAL LOAD BEARING MEMBER
PlayCore Wisconsin, Inc.	D548473	08/14/2007	PLAYGROUND SEAT
PlayCore Wisconsin, Inc.	D568434	05/06/2008	LARGE HANGING AND SPINNING PLAYGROUND DEVICE
PlayCore Wisconsin, Inc.	D550321	09/04/2007	PLAYGROUND BALANCE POD
PlayCore Wisconsin, Inc.	D518137	03/28/2006	PLAYGROUND CLIMBER
PlayCore Wisconsin, Inc.	D521099	05/16/2006	PLAYGROUND CLIMBER
PlayCore Wisconsin, Inc.	7617637	11/17/2009	PLAYGROUND ROOF SYSTEM
PlayCore Wisconsin, Inc.	D559935	01/15/2008	SMALL HANGING AND SPINNING PLAYGROUND DEVICE
PlayCore Wisconsin, Inc.	D599587	09/08/2009	SWING HARNESS
PlayCore Wisconsin, Inc.	D581176	11/25/2008	SWING SEAT
PlayCore Wisconsin, Inc.	8235338	08/07/2012	SWING SUPPORT CONNECTOR
PlayCore Wisconsin, Inc.	8342463	01/01/2013	SWING SUPPORT CONNECTOR
PlayCore Wisconsin, Inc.	D559936	01/15/2008	TILTED HANGING AND SPINNING PLAYGROUND DEVICE
PlayCore Wisconsin, Inc.	D583159	12/23/2008	CHILD SWING CHAIR
PlayCore Wisconsin, Inc.	7892101	02/22/2011	CHILD SWING CHAIR

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TITLE
PlayCore Wisconsin, Inc.	15/691,365	08/30/2017	SENSORY CLIMBING SYSTEM
PlayCore Wisconsin, Inc.	15/691,212	08/30/2017	PLAY PANELS WITH ADAPTIVE SWITCH PORT

PlayCore Wisconsin, Inc.	15/363,820	11/29/2016	ROTATABLE PLAY DEVICE
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