

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4789038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
	Name	Execution Date	
	HIGHLAND PRODUCTS GROUP, LLC	01/22/2018	
	EVERLAST CLIMBING INDUSTRIES, INC.	01/22/2018	
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, AS ADMINISTRATIVE AND COLLATERAL AGENT		
Street Address:	30 HUDSON STREET, 36TH FLOOR		
City:	JERSEY CITY		
State/Country:	NEW JERSEY		
Postal Code:	07302		
PROPERTY NUMBERS Total: 4			
	Property Type	Number	
	Application Number:	29573289	
	Application Number:	29584655	
	Application Number:	62525343	
	Application Number:	62529315	
CORRESPONDENCE DATA			
Fax Number:	(202)835-7586		
<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>			
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:	01/23/2018		

Total Attachments: 5

source=PlayCore - 1L - Patent Security Agreement Supplement (Jan 2018)#page1.tif

source=PlayCore - 1L - Patent Security Agreement Supplement (Jan 2018)#page2.tif

source=PlayCore - 1L - Patent Security Agreement Supplement (Jan 2018)#page3.tif

source=PlayCore - 1L - Patent Security Agreement Supplement (Jan 2018)#page4.tif

source=PlayCore - 1L - Patent Security Agreement Supplement (Jan 2018)#page5.tif

FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT

FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT dated as of January 22, 2018 (this “**Patent Security Agreement Supplement**”), by and among Highland Products Group, LLC, a Delaware limited liability company, and Everlast Climbing Industries, Inc., a Delaware corporation (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) 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, each 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, 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 “**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. Each 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.

HIGHLAND PRODUCTS GROUP, LLC

By: 

Name: Rick Ruegger

Title: Chief Financial Officer

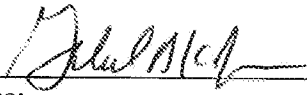
EVERLAST CLIMBING INDUSTRIES, INC.

By: 

Name: Rick Ruegger

Title: Chief Financial Officer

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: 044702 FRAME: 0343

SCHEDULE I

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TITLE
Highland Products Group, LLC	29/573,289	08/04/2016	BICYCLE STORAGE APPARATUS
Highland Products Group, LLC	29/584,655	11/16/2016	BICYCLE RACK
Everlast Climbing Industries, Inc.	62/525,343	06/27/2017	CLIMBING WALL WITH ROTATABLE OBSTACLES
Everlast Climbing Industries, Inc.	62/529,315	07/06/2017	MULTI-PURPOSE ADJUSTABLE-INCLINE CLIMBING WALL