

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5264415

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
RUBBER DESIGNS, LLC	11/26/2018

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: 8

Property Type	Number
Patent Number:	D646400
Patent Number:	D646401
Patent Number:	D603061
Patent Number:	D603062
Patent Number:	D602604
Patent Number:	D656624
Patent Number:	8844225
Patent Number:	8596001

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

PATENT

SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	12/04/2018
Total Attachments: 5 source=7. Playcore - 1L - Patent Supplement (Rubber Designs)#page1.tif source=7. Playcore - 1L - Patent Supplement (Rubber Designs)#page2.tif source=7. Playcore - 1L - Patent Supplement (Rubber Designs)#page3.tif source=7. Playcore - 1L - Patent Supplement (Rubber Designs)#page4.tif source=7. Playcore - 1L - Patent Supplement (Rubber Designs)#page5.tif	

FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT

FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT dated as of November 26, 2018 (this “**Patent Security Agreement Supplement**”), by and between RUBBER DESIGNS, LLC, a Delaware limited liability company (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**”), Recess Holdings, Inc., a Delaware corporation (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.

RUBBER DESIGNS, LLC

By: 

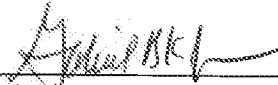
Name: Rick Ruegger

Title: Chief Financial Officer

[Signature Page to First Lien Patent Supplement]

PATENT
REEL: 047664 FRAME: 0884

GOLDMAN SACHS BANK USA,
as Administrative Agent

By: 
Authorized Signatory

Gabriel Jacobson
Authorized Signatory

[Signature Page to First Lien Patent Supplement]

PATENT
REEL: 047664 FRAME: 0885

SCHEDULE I

PATENTS

<u>Registered Owner</u>	<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Rubber Designs, LLC	Recycled Rubber Flagstone	US D646,400	2011-10-04
Rubber Designs, LLC	Recycled Rubber Flagstone	US D646,401	2011-10-04
Rubber Designs, LLC	Recycled Rubber Landscape Stone	US D603,061	2009-10-27
Rubber Designs, LLC	Recycled Rubber Landscape Stone	US D603,062	2009-10-27
Rubber Designs, LLC	Recycled Rubber Interlocking Tile	US D602,604	2009-10-20
Rubber Designs, LLC	Recycled Rubber Cobblestone	US D656,624	2013-03-27
Rubber Designs, LLC	Safety Surface Tile Support	US 8,844,225	2014-09-30
Rubber Designs, LLC	Safety Surfacing Tile	US 8,596,001	2013-12-03