

10-30-2000



101499317

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

9-8-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party Only

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

212-310-8893

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,279,857"/>	<input type="text" value="1,549,174"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,840,555"/>	<input type="text" value="2,104,825"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,995,972"/>	<input type="text" value="2,223,682"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Caroline R. Clark

Caroline R. Clark
Signature

Sept 6, 2000
Dated Signed

Name of Person Signing

**RELEASE OF SECURITY INTEREST OF
TRADEMARKS AND SERVICE MARKS**

THIS RELEASE is granted by FLEET NATIONAL BANK (hereinafter referred to as "Fleet") to HEARTLAND INDUSTRIES, INC., a Delaware Corporation (hereinafter referred to as "Heartland").

WHEREAS, Fleet, as agent, acting for itself and certain other lenders entered into an Amended and Restated Credit Agreement dated February 16, 1999, (the "Credit Agreement"), among PlayCore, Inc., certain of its subsidiaries, and certain lenders party thereto;

WHEREAS, Heartland and Fleet entered into a Guarantee and Security Agreement (hereinafter referred to as the "Guarantee Agreement") and a related Trademark and Service Mark Security Agreement (hereinafter referred to as the "Security Agreement") by which Fleet acquired a security interest in all right, title and interest in and to Heartland's trademarks and service marks, together with the goodwill of the business symbolized by such trademarks and service marks, and the applications or registrations thereof, including but not limited to, the trademarks and service marks listed in Exhibit "A" attached to the Security Agreement to secure the payment and performance of the obligations in the Credit Agreement and Guarantee Agreement;

WHEREAS, the Security Agreement was recorded in the U.S. Patent and Trademark Office on March 4, 1999 at Reel 1866 at Frame 1; and

WHEREAS, all of the obligations under the Credit Agreement and Guarantee Agreement have been satisfied and Fleet desires to release the security interest granted in the Guarantee Agreement and Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Fleet hereby releases the security interest in the "Collateral" (as defined in the Security Agreement) including without limitation all right, title and interest in and to Heartland's trademarks and service marks, together with the goodwill of the business symbolized by such trademarks and service marks, and the applications and registrations thereof, including but not limited to, the trademarks and service marks listed in Exhibit "A" attached to the Security Agreement to Heartland.

NY1:\910182\01\JS@%01!.DOC\47660.1800

**TRADEMARK
REEL: 002163 FRAME: 0613**

