

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PlayPower, Inc.		08/20/2010	CORPORATION: DELAWARE
Kid Play, Inc.		08/20/2010	CORPORATION: DELAWARE
E-Z-Dock, Inc.		08/20/2010	CORPORATION: MINNESOTA
Miracle Recreation Equipment Company		08/20/2010	COMPANY: IOWA
PlayPower LT Farmington, Inc.		08/20/2010	CORPORATION: MISSOURI
SpectraTurf, Inc.		08/20/2010	CORPORATION: DELAWARE
Soft Play, L.L.C.		08/20/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Swiss banking institution.: SWITZERLAND

PROPERTY NUMBERS Total: 106

Property Type	Number	Word Mark
Registration Number:	3204114	EZ DESIGNER
Registration Number:	2689965	EZ DOCK
Registration Number:	2938157	EZ DOCK
Registration Number:	3357696	EZ FLOATER
Registration Number:	2039903	EZ PORT
Registration Number:	3551111	EZ PORT MAX
Registration Number:	2701066	THE FIRST DOCK OF ITS KIND. THE LAST DOCK YOU WILL EVER NEED.

CH \$2665.00 3204114

Registration Number:	3723664	EZ LAUNCH
Registration Number:	3729636	EZ TRAIL
Registration Number:	3124969	AQUARIUS
Registration Number:	2650598	BIG KAHUNA
Registration Number:	2784474	BIG TIMBER
Registration Number:	3238345	BOULDER RIDGE
Registration Number:	3451439	BUG BITES
Registration Number:	2053597	CENTER STAGE
Registration Number:	2554074	DUPLI-GATOR
Registration Number:	2559470	FLIPPOPOTAMUS
Registration Number:	2080140	FUN TUNNEL
Registration Number:	3311947	GATOR GRIP
Registration Number:	3640949	GET GIVE GO
Registration Number:	3568765	GRANTS FOR AMERICA'S SCHOOLS
Registration Number:	2384051	HANG-A-ROUND
Registration Number:	3522861	HEALTHY CIRCUIT
Registration Number:	3640826	JET SKI
Registration Number:	3132929	KIDROX
Registration Number:	2184296	KIDS' CHOICE
Registration Number:	3124970	LIBRA
Registration Number:	3422739	MEGA TOWER
Registration Number:	2043224	MIRACLE
Registration Number:	0841174	MIRACLE
Registration Number:	2988973	MIRACLE
Registration Number:	3605316	MIRACLE GRANTS FOR AMERICA'S SCHOOLS
Registration Number:	3601466	MIRACLE GRANTS FOR AMERICA'S SCHOOLS
Registration Number:	3605317	MIRACLE'S GRANTS FOR AMERICA'S SCHOOLS
Registration Number:	3422240	MIRACLE MAKER
Registration Number:	3280955	OBSERVATION DECK
Registration Number:	3541311	ORBX
Registration Number:	3341257	PEGASUS
Registration Number:	3266730	PLAY TERRAIN
Registration Number:	3331521	PLAYCOVER
Registration Number:	1441140	ROCK-ITE
Registration Number:	2346176	SPRAY STATIONS

TRADEMARK

REEL: 004264 FRAME: 0865

Registration Number:	2157301	TODDLERS' CHOICE
Registration Number:	2107801	TOTS' CHOICE
Registration Number:	3458688	TRIM TIMBER
Registration Number:	2003613	VERSALOK
Registration Number:	3148304	WEBSCAPES
Registration Number:	3541312	XCALATOR
Registration Number:	3239882	NEXUS
Registration Number:	3510104	ARENA MEETING POINT
Registration Number:	3726493	MOUNTAIN TRAIL
Registration Number:	3726494	SURFER
Registration Number:	3818077	GROOVE II
Serial Number:	77623936	PULL UP!LIFT
Serial Number:	77623940	COIL CURLER
Serial Number:	77623944	RELAY RACER
Serial Number:	77623948	FLEX JET
Serial Number:	77800973	GRIZZ-LEE BEAR
Serial Number:	77275385	CONNEXION
Registration Number:	3469651	AQUA RECREATION
Registration Number:	2943914	HAGS
Registration Number:	2930481	HAGS
Registration Number:	3667127	LEGACY CANTILEVER
Registration Number:	3763848	LEGACY HERITAGE
Registration Number:	3616548	LEGACY HERITAGE
Registration Number:	2107782	PLAYPOWER
Registration Number:	3266335	PLAYPOWER FUNRAISING
Registration Number:	3528983	LEGACY
Registration Number:	3644286	CLEVER CLIMBERS
Registration Number:	3406058	COLOSSUS
Registration Number:	3593355	FITNESS BUILDERS
Registration Number:	3042748	FUNBUILDER
Registration Number:	3403690	GARDEN GRUBBIES
Registration Number:	3085063	GIBRALTAR
Registration Number:	2946726	INFINITY
Registration Number:	1339089	IRON MOUNTAIN FORGE
Registration Number:	3758245	JACKHAMMER

Registration Number:	3085411	KID BUILDERS
Registration Number:	1766847	KID RIDERS
Registration Number:	2473606	KID TILES
Registration Number:	1756997	KID TILES
Registration Number:	2481823	KID TIMBER
Registration Number:	3243765	LANDSOFT
Registration Number:	3262528	LEARNING LAB
Registration Number:	3206868	MATRIX
Registration Number:	2496028	MAX PLAY
Registration Number:	3577495	NRG BUILDERS
Registration Number:	2471640	PLAY BUILDERS
Registration Number:	3005148	REVBUILDERS
Registration Number:	3406073	ROCKTIMBERS
Registration Number:	3201967	SANDBUILDERS
Registration Number:	1834782	SEE · SAW · SNAKE
Registration Number:	3192295	SHADEBUILDERS
Registration Number:	3192177	SKYBUILDERS
Registration Number:	3402448	SPINFINITY
Registration Number:	3202955	VERSA-CLIMB
Registration Number:	3264201	WEATHERSTATION
Serial Number:	77110714	LEGACY CONTEMPO
Registration Number:	2257176	KIDERGY
Registration Number:	3305417	KIDS CORNER
Registration Number:	1631719	PLAYPARK
Registration Number:	1616763	SNEAKER KEEPER
Registration Number:	2895664	SOFT PLAY
Registration Number:	2140024	SOFT PLAY
Registration Number:	1628428	SOFT PLAY
Serial Number:	77437579	PROGRESSIVE URBAN PLAYSAPES

CORRESPONDENCE DATA

Fax Number: (212)230-7740

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-318-6556

Email: kathleenmangual@paulhastings.com

Correspondent Name: Kathleen Mangual

TRADEMARK
REEL: 004264 FRAME: 0867

Address Line 1: c/o Paul Hastings, LLP
Address Line 2: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	73886.00010 PLAYPOWER
NAME OF SUBMITTER:	Kathleen Mangual
Signature:	/s/ Kathleen Mangual
Date:	08/20/2010

Total Attachments: 21

source=Intellectual Property Security Agreement#page1.tif
source=Intellectual Property Security Agreement#page2.tif
source=Intellectual Property Security Agreement#page3.tif
source=Intellectual Property Security Agreement#page4.tif
source=Intellectual Property Security Agreement#page5.tif
source=Intellectual Property Security Agreement#page6.tif
source=Intellectual Property Security Agreement#page7.tif
source=Intellectual Property Security Agreement#page8.tif
source=Intellectual Property Security Agreement#page9.tif
source=Intellectual Property Security Agreement#page10.tif
source=Intellectual Property Security Agreement#page11.tif
source=Intellectual Property Security Agreement#page12.tif
source=Intellectual Property Security Agreement#page13.tif
source=Intellectual Property Security Agreement#page14.tif
source=Intellectual Property Security Agreement#page15.tif
source=Intellectual Property Security Agreement#page16.tif
source=Intellectual Property Security Agreement#page17.tif
source=Intellectual Property Security Agreement#page18.tif
source=Intellectual Property Security Agreement#page19.tif
source=Intellectual Property Security Agreement#page20.tif
source=Intellectual Property Security Agreement#page21.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "IP Security Agreement"), dated as of August 20, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of UBS AG, STAMFORD BRANCH ("UBS"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Fourth Amended and Restated Credit Agreement, dated as of December 21, 2006, by and among PlayPower, Inc., a Delaware corporation (the "Borrower"), the Guarantors referred to therein, the lenders party thereto from time to time (the "Lenders"), and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to Sections 2 and 6(a)(i) of that certain Security Agreement, dated as of December 20, 2002, by and among the Borrower and the other Grantors signatory thereto, in favor of the Collateral Agent for the benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), each of the Borrower and the other Grantors has: (1) granted a security interest in their Intellectual Property Collateral (as defined below) and (2) agreed to take such further actions as the Collateral Agent may reasonably request for the purpose of obtaining or preserving the full benefits of the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this IP Security Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations on the terms set forth in the Credit Documents, hereby mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Secured Parties, and grants to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Intellectual Property Collateral"): (a) Patents and Patent Licenses, including, without limitation, those referred to on Schedule 1 attached hereto; (b) Trademarks and Trademark Licenses (excluding any U.S. intent-to-use Trademark application, unless and until a statement of use or amendment to allege use is accepted by the

U.S. Patent and Trademark Office), including, without limitation, those referred to on Schedule 2 attached hereto; (c) Copyrights and Copyright Licenses, including, without limitation, those referred to on Schedule 3 attached hereto; and (d) all Proceeds and products thereof.

Section 3. Security Agreement. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Submission to Jurisdiction, Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this IP Security Agreement or any of the other Credit Documents, or for recognition and enforcement of any judgment in respect thereof, to the non exclusive general jurisdiction of the courts of the State of New York located in the Borough of Manhattan, The City of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in the Credit Agreement or at such other address of which the Collateral Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 6 any special, exemplary, punitive or consequential damages.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLAYPOWER, INC., as Grantor

By: Hugon C Schreiber
Name:
Title:

KID PLAY, INC., as Grantor

By: Hugon C Schreiber
Name:
Title:

E-Z-DOCK, INC., as Grantor

By: Hugon C Schreiber
Name:
Title:

MIRACLE RECREATION EQUIPMENT
COMPANY, as Grantor

By: Hugon C Schreiber
Name:
Title:

PLAYPOWER LT FARMINGTON, INC., as
Grantor

By: Hugon C Schreiber
Name:
Title:

SPECTRATURF, INC., as Grantor

By: Hugon C Schreiber
Name:
Title:

SOFT PLAY, L.L.C., as Grantor

By: KID PLAY, INC.,
its sole member

By: Hugon C Schreiber
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

UBS AG, STAMFORD BRANCH
as Collateral Agent

By: Mary E. Evans
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, US

By: April Varner-Nanton
Name: April Varner-Nanton
Title: Director
Banking Products
Services, US

SCHEDULE 1**PATENTS:**

Grantor	Country	Patent/Application	Registration Number/Serial Number	Registration Date/Filing Date
E-Z-Dock, Inc.	United States	Floating dock	5281055	1/25/94
E-Z-Dock, Inc.	United States	Modular floating boat lift	6006687	12/28/99
E-Z-Dock, Inc.	United States	Molded plastic gangway	6912966	7/5/05
E-Z-Dock, Inc.	United States	Float drive-on watercraft dock	7069872	7/4/06
E-Z-Dock, Inc.	United States	Methods and apparatus for assembling docks	7243608	7/17/07
E-Z-Dock, Inc.	United States	Swim ladder for a dock	D389923	1/27/98
E-Z-Dock, Inc.	United States	Personal watercraft dock	D398576	9/2/98
E-Z-Dock, Inc.	United States	Floating drive-on boat dock extension	D521441	5/23/06
E-Z-Dock, Inc.	United States	Extended floating drive-on boat dock	D521442	5/23/06
E-Z-Dock, Inc.	United States	Floating drive-on boat dock	D532360	11/21/06
E-Z-Dock, Inc.	United States	Floating boat dock extension	D551611	9/25/07
E-Z-Dock, Inc.	Argentina	Methods and apparatus for assembling docks	P050105506	12/22/05
E-Z-Dock, Inc.	United States	Rollers for use with watercraft ports and lifts	12/125206	5/22/08
E-Z-Dock, Inc.	United States	Modular floating watercraft port assembly	12/125539	5/22/08
E-Z-Dock, Inc.	United States	Small watercraft boatlift	12/557278	9/10/09
E-Z-Dock, Inc.	Australia	Molded plastic gangway	2004274484	9/20/04
E-Z-Dock, Inc.	Australia	Personal watercraft dock	2005213410	2/4/05
E-Z-Dock, Inc.	Australia	Floating boat dock	305513	2/4/05
E-Z-Dock, Inc.	Australia	Drive-on boat dock extension	305511	2/23/05
E-Z-Dock, Inc.	Australia	Drive-on boat dock with	305512	2/23/05

Grantor	Country	Patent/Application	Registration Number/Serial Number	Registration Date/Filing Date
		extension		
E-Z-Dock, Inc.	Australia	Methods and apparatus for assembling docks	2005319235	12/20/05
E-Z-Dock, Inc.	Canada	Personal watercraft dock	2555270	2/4/05
E-Z-Dock, Inc.	China (Peoples Republic)	Personal watercraft dock	200580006876.5	2/4/05
E-Z-Dock, Inc.	China (Peoples Republic)	Methods and apparatus for assembling docks	200580044347-5	12/20/05
E-Z-Dock, Inc.	Chile	Methods and apparatus for assembling docks	3404-05	12/22/05
E-Z-Dock, Inc.	Dominican Republic	Methods and apparatus for assembling docks	2005-000277	12/22/05
E-Z-Dock, Inc.	European Patent Convention	Molded plastic gangway	040784501.1 (also published as EP1663771)	9/20/04
E-Z-Dock, Inc.	European Patent Convention	Personal watercraft dock	05712856.9	2/4/05
E-Z-Dock, Inc.	European Patent Convention	Methods and apparatus for assembling docks	05854868.6	12/20/05
E-Z-Dock, Inc.	European Community	Floating drydocks	000297866.0001	2/21/05
E-Z-Dock, Inc.	European Community	Floating drydocks	000297866.0002	2/21/05
E-Z-Dock, Inc.	European Community	Floating drydocks	000297866.0003	2/21/05
E-Z-Dock, Inc.	Gulf Cooperation Counsel	Methods and apparatus for assembling docks	GCC/P/2005/5607	12/24/05
E-Z-Dock, Inc.	Japan	Personal watercraft dock	2006552263	2/4/05
E-Z-Dock, Inc.	Republic of Korea	Personal watercraft dock	10-2006-7015945	2/4/05
E-Z-Dock, Inc.	Malaysia	Methods and apparatus for assembling docks	PI20056167	12/22/05
E-Z-Dock, Inc.	Mexico	Molded plastic gangway	PA/2006/00325	9/20/04

Grantor	Country	Patent/Application	Registration Number/Serial Number	Registration Date/Filing Date
E-Z-Dock, Inc.	Mexico	Personal watercraft dock	PA/2006/008878	2/4/05
E-Z-Dock, Inc.	PCT	Molded plastic gangway	PCT/US2004/030650 (The PCT application has run its course and has been converted to various national applications)	9/20/04
E-Z-Dock, Inc.	PCT	Personal watercraft dock	PCT/US2005/003569	2/4/05
E-Z-Dock, Inc.	PCT	Methods and apparatus for assembling docks	PCT/US2005/046221	12/20/05
E-Z-Dock, Inc.	Russian Federation	Personal watercraft dock	2006132057	2/4/05
E-Z-Dock, Inc.	Thailand	Methods and apparatus for assembling docks	0501008084	12/21/05
E-Z-Dock, Inc.	Venezuela	Methods and apparatus for assembling docks	2005-002686	12/22/05
Miracle Recreation Equipment Company	United States	Playground deck assembly	5554074	9/10/96
Miracle Recreation Equipment Company	United States	Connector for structural apparatus	5575580	11/19/96
Miracle Recreation Equipment Company	United States	Connector for structural apparatus	5785447	7/28/98
Miracle Recreation Equipment Company	United States	Spinning playground equipment	5997403	12/7/99
Miracle Recreation Equipment Company	United States	Playground deck ladder	D372952	8/20/96
Miracle Recreation Company	United States	Reversible slide/climber playground equipment	6419587	7/16/02

Grantor	Country	Patent/Application	Registration Number/Serial Number	Registration Date/Filing Date
Miracle Recreation Company	United States	Tire swing swivel	12/497062	7/2/09
Playpower, Inc.	United States	Sit-up exercise device	D599864	9/8/09
Playpower, Inc.	United States	Stationary spin cycle	D615136	5/4/10
Playpower LT Farmington, Inc.	United States	Park bench	D552370	10/9/07
Playpower LT Farmington, Inc.	United States	Playground playcenter	D589110	3/24/09
Playpower LT Farmington, Inc.	United States	Playground playcenter	D577408	9/23/08
Playpower LT Farmington, Inc.	United States	Playground playcenter	D594079	6/9/09
Playpower LT Farmington, Inc.	Republic of Korea	Anti-wrap device for swing set	22006/1998	6/21/98
Playpower LT Farmington, Inc.	Canada	Playground climbing structures	2564327	10/5/06
Playpower LT Farmington, Inc.	Canada	Bench	120637	5/8/07
Soft Play, L.L.C.	United States	Spiral climb in surrounding enclosure	6108988	8/29/00
Soft Play, L.L.C.	United States	Children's molded play car/vehicle	6383119	5/7/02
Soft Play, L.L.C.	United States	Buttress tree support for children's playground equipment	D376405	12/10/96
Soft Play, L.L.C.	United States	Adjustable column for children's playground equipment	D381057	7/15/97
Soft Play, L.L.C.	United States	Recreational equipment device	D381386	7/22/97

Grantor	Country	Patent/Application	Registration Number/Serial Number	Registration Date/Filing Date
Soft Play, L.L.C.	United States	Recreational equipment junction box	D384387	9/30/97
Soft Play, L.L.C.	United States	Molded triangular recreational equipment platform	D394894	6/2/98
Soft Play, L.L.C.	United States	Molded square recreational equipment platform	D397397	8/25/98
Soft Play, L.L.C.	United States	Molded bun top	D434465	11/28/00
Soft Play, L.L.C.	United States	Molded children's play vehicle	D435876	1/2/01
Soft Play, L.L.C.	United States	Molded children's play car	D436146	1/9/01
Soft Play, L.L.C.	United States	Scoring system for a ball activity area	10/702677	11/6/03
Soft Play, L.L.C.	United States	Combination ladder and stair	5323874	6/28/94
Soft Play, L.L.C.	United States	Playground device	5334098	8/2/94
Soft Play, L.L.C.	United States	Playground junction ball	5540636	7/30/96
HAGS Aneby AB	United States	Play and training equipment	7300386	11/27/07

PATENT LICENSES:

None.

SCHEDULE 2**TRADEMARKS:**

Grantor	Country	Trademark/Application	Registration Number/Serial Number	Registration Date/Filing Date
E-Z-Dock, Inc.	United States	EZ DESIGNER	3204114	1/30/07
E-Z-Dock, Inc.	United States	EZ DOCK	2689965	2/25/03
E-Z-Dock, Inc.	United States	EZ DOCK	2938157	4/5/05
E-Z-Dock, Inc.	United States	EZ FLOATER	3357696	12/18/07
E-Z-Dock, Inc.	United States	EZ PORT	2039903	2/25/97
E-Z-Dock, Inc.	United States	EZ PORT MAX	3551111	12/23/08
E-Z-Dock, Inc.	United States	THE FIRST DOCK OF ITS KIND. THE LAST DOCK YOU WILL EVER NEED	2701066	3/25/03
E-Z-Dock, Inc.	United States	EZ LAUNCH	3723664	12/8/09
E-Z-Dock, Inc.	United States	EZ TRAIL	3729636	12/22/09
E-Z-Dock, Inc.	Australia	EZ DOCK	754891	9/10/99
E-Z-Dock, Inc.	Australia	EZ DOCK & DESIGN	742358	4/23/99
E-Z-Dock, Inc.	Australia	EZ PORT	754890	9/10/99
E-Z-Dock, Inc.	Canada	EZ DOCK	1395405	5/13/08
E-Z-Dock, Inc.	European Community	EZ DOCK	5203427	9/11/07
E-Z-Dock, Inc.	Turkey	EZ DOCK	2002/012314	5/21/02
Miracle Recreation Equipment Company	United States	AQUARIUS	3124969	8/1/06
Miracle Recreation Equipment Company	United States	BIG KAHUNA	2650598	11/12/02
Miracle Recreation Equipment Company	United States	BIG TIMBER	2784474	11/18/03
Miracle	United States	BOULDER RIDGE	3238345	5/1/07

Grantor	Country	Trademark/Application	Registration Number/Serial Number	Registration Date/Filing Date
Recreation Equipment Company				
Miracle Recreation Equipment Company	United States	BUG BITES	3451439	6/17/08
Miracle Recreation Equipment Company	United States	CENTER STAGE	2053597	4/15/97
Miracle Recreation Equipment Company	United States	CONNEXION	77/275385	9/10/07
Miracle Recreation Equipment Company	United States	DUPLI-GATOR	2554074	3/26/02
Miracle Recreation Equipment Company	United States	FLIPPOPOTAMUS	2559470	4/9/02
Miracle Recreation Equipment Company	United States	FUN TUNNEL	2080140	7/15/97
Miracle Recreation Equipment Company	United States	GATOR GRIP	3311947	10/16/07
Miracle Recreation Equipment Company	United States	GET GIVE GO	3640949	5/22/08
Miracle Recreation Equipment Company	United States	GRANTS FOR AMERICA'S SCHOOLS	3568765	1/27/09
Miracle Recreation	United States	HANG-A-ROUND	2384051	9/5/00

Grantor	Country	Trademark/Application	Registration Number/Serial Number	Registration Date/Filing Date
Equipment Company				
Miracle Recreation Equipment Company	United States	HEALTHY CIRCUIT	3522861	10/21/08
Miracle Recreation Equipment Company	United States	JET SKI	3640826	8/5/08
Miracle Recreation Equipment Company	United States	KIDROX	3132929	8/22/06
Miracle Recreation Equipment Company	United States	KIDS' CHOICE	2184296	8/25/98
Miracle Recreation Equipment Company	United States	LIBRA	3124970	8/1/06
Miracle Recreation Equipment Company	United States	MEGA TOWER	3422739	5/6/08
Miracle Recreation Equipment Company	United States	MIRACLE	2043224	3/11/97
Miracle Recreation Equipment Company	United States	MIRACLE	0841174	12/26/67
Miracle Recreation Equipment Company	United States	MIRACLE	2988973	8/30/05
Miracle Recreation Equipment	United States	MIRACLE GRANTS FOR AMERICA'S SCHOOLS	3605316	4/14/09

Grantor	Country	Trademark/Application	Registration Number/Serial Number	Registration Date/Filing Date
Company				
Miracle Recreation Equipment Company	United States	MIRACLE GRANTS FOR AMERICA'S SCHOOLS & DESIGN	3601466	4/7/09
Miracle Recreation Equipment Company	United States	MIRACLE GRANTS FOR AMERICA'S SCHOOLS	3605317	1/27/09
Miracle Recreation Equipment Company	United States	MIRACLE MAKER	3422240	5/6/08
Miracle Recreation Equipment Company	United States	OBSERVATION DECK	3280955	8/14/07
Miracle Recreation Equipment Company	United States	ORBX	3541311	12/2/08
Miracle Recreation Equipment Company	United States	PEGASUS	3341257	11/20/07
Miracle Recreation Equipment Company	United States	PLAY TERRAIN	3266730	7/17/07
Miracle Recreation Equipment Company	United States	PLAY COVER	3331521	11/6/07
Miracle Recreation Equipment Company	United States	ROCK-ITE	1441140	6/2/87
Miracle Recreation Equipment Company	United States	SPRAY STATIONS	2346176	4/25/00

Grantor	Country	Trademark/Application	Registration Number/Serial Number	Registration Date/Filing Date
Miracle Recreation Equipment Company	United States	TODDLER'S CHOICE	2157301	5/12/98
Miracle Recreation Equipment Company	United States	TOTS' CHOICE	2107801	10/21/97
Miracle Recreation Equipment Company	United States	TRIM TIMBER	3458688	7/1/08
Miracle Recreation Equipment Company	United States	VERSALOK	2003613	9/24/96
Miracle Recreation Equipment Company	United States	WEBSCAPES	3148304	9/26/06
Miracle Recreation Equipment Company	United States	XCALATOR	3541312	12/2/08
Miracle Recreation Equipment Company	United States	NEXUS	3239882	5/8/07
Miracle Recreation Equipment Company	United States	ARENA MEETING POINT	3510104	9/30/08
Miracle Recreation Equipment Company	United States	MOUNTAIN TRAIL	3726493	12/15/09
Miracle Recreation Equipment Company	United States	SURFER	3726494	12/15/09

Grantor	Country	Trademark/Application	Registration Number/Serial Number	Registration Date/Filing Date
Miracle Recreation Equipment Company	United States	PULL UP!LIFT	77/623936	12/1/08
Miracle Recreation Equipment Company	United States	COIL CURLER	77/623940	12/1/08
Miracle Recreation Equipment Company	United States	RELAY RACER	77/623944	12/1/08
Miracle Recreation Equipment Company	United States	FLEX JET	77/623948	12/1/08
Miracle Recreation Equipment Company	United States	GRIZZ-LEE BEAR	77/800973	8/10/09
Miracle Recreation Equipment Company	United States	GROOVE II	3818077	7/13/10
Miracle Recreation Equipment Company	Columbia	MIRACLE RECREATION	225400	3/27/00
Playpower, Inc.	United States	AQUA CREATION	3469651	7/15/08
Playpower, Inc.	United States	HAGS	2943914	4/26/05
Playpower, Inc.	United States	HAGS	2930481	3/8/05
Playpower, Inc.	United States	LEGACY CANTILEVER	3667127	8/11/09
Playpower, Inc.	United States	LEGACY CONTEMPO	77/110714	2/5/08
Playpower, Inc.	United States	LEGACY HERITAGE	3763848	3/23/10
Playpower, Inc.	United States	LEGACY HERITAGE	3616548	5/5/09
Playpower, Inc.	United States	PLAYPOWER	2107782	10/21/97
Playpower, Inc.	United States	PLAYPOWER FUNDRAISING	3266335	7/17/07

Grantor	Country	Trademark/Application	Registration Number/Serial Number	Registration Date/Filing Date
Playpower, Inc	United States	LEGACY	3528983	11/4/08
Playpower LT Farmington, Inc.	United States	CLEVER CLIMBERS	3644286	6/23/09
Playpower LT Farmington, Inc.	United States	COLOSSUS	3406058	4/1/08
Playpower LT Farmington, Inc.	United States	FITNESS BUILDERS	3593355	2/9/09
Playpower LT Farmington, Inc.	United States	FUNBUILDER	3042748	1/10/06
Playpower LT Farmington, Inc.	United States	GARDEN GRUBBIES	3403690	3/25/08
Playpower LT Farmington, Inc.	United States	GIBRALTAR	3085063	4/25/06
Playpower LT Farmington, Inc.	United States	INFINITY	2946726	5/3/05
Playpower LT Farmington, Inc.	United States	IRON MOUNTAIN FORGE & DESIGN	1339089	6/4/85
Playpower LT Farmington, Inc.	United States	JACKHAMMER	3758245	3/9/10
Playpower LT Farmington, Inc.	United States	KID BUILDERS	3085411	4/25/06
Playpower LT Farmington, Inc.	United States	KID RIDERS & DESIGN	1766847	4/20/93
Playpower LT Farmington, Inc.	United States	KID TILES	2473606	7/31/01
Playpower LT Farmington, Inc.	United States	KID TILES & DESIGN	1756997	3/9/93
Playpower LT Farmington, Inc.	United States	KID TIMBER	2481823	8/28/01
Playpower LT Farmington, Inc.	United States	LANDSOFT	3243765	5/22/07
Playpower LT Farmington, Inc.	United States	LEARNING LAB	3262528	7/10/07
Playpower LT Farmington, Inc.	United States	MATRIX	3206868	2/6/07
Playpower LT Farmington, Inc.	United States	MAX PLAY	2496028	10/9/01
Playpower LT Farmington, Inc.	United States	NRG BUILDERS	3577495	2/17/09
Playpower LT	United States	PLAY BUILDERS	2471640	7/24/01

Grantor	Country	Trademark/Application	Registration Number/Serial Number	Registration Date/Filing Date
Farmington, Inc.				
Playpower LT Farmington, Inc.	United States	REVBUILDERS	3005148	10/4/05
Playpower LT Farmington, Inc.	United States	ROCKTIMBERS	3406073	4/1/08
Playpower LT Farmington, Inc.	United States	SANDBUILDERS	3201967	1/23/07
Playpower LT Farmington, Inc.	United States	SEE.SAW.SNAKE & DESIGN	1834782	5/3/94
Playpower LT Farmington, Inc.	United States	SHADEBUILDERS	3192295	1/2/07
Playpower LT Farmington, Inc.	United States	SKYBUILDERS	3192177	1/2/07
Playpower LT Farmington, Inc.	United States	SPINFINITY	3402448	3/25/08
Playpower LT Farmington, Inc.	United States	VERSA-CLIMB	3202955	1/23/07
Playpower LT Farmington, Inc.	United States	WEATHERSTATION	3264201	7/17/07
Playpower LT Farmington, Inc.	Canada	FUNBUILDER	TMA638751	4/29/05
Playpower LT Farmington, Inc.	Canada	IRON MOUNTAIN FORGE & DESIGN	TMA339865	5/6/88
Playpower LT Farmington, Inc.	Canada	KID BUILDERS & DESIGN	TMA339864	5/6/88
Playpower LT Farmington, Inc.	Canada	KID TILES	TMA603161	2/25/04
Playpower LT Farmington, Inc.	Canada	MAXPLAY	TMA629716	1/7/05
Playpower LT Farmington, Inc.	Canada	PLAY BUILDERS	TMA603162	2/25/04
Playpower LT Farmington, Inc.	Canada	REV BUILDERS	TMA690901	1/27/07
Playpower LT Farmington, Inc.	United Kingdom	IRON MOUNTAIN FORGE & DESIGN	1507729	1/28/94
Playpower LT Farmington, Inc.	Benelux	KID BUILDERS	621436	5/30/97
Soft Play, L.L.C.	United States	KIDERGY	2257176	6/29/99

Grantor	Country	Trademark/Application	Registration Number/Serial Number	Registration Date/Filing Date
Soft Play, L.L.C.	United States	KIDS CORNER	3305417	10/9/07
Soft Play, L.L.C.	United States	PLAYPARK	1631719	1/15/91
Soft Play, L.L.C.	United States	PROGRESSIVE URBAN PLAYSCAPES	77/437579	4/2/08
Soft Play, L.L.C.	United States	SNEAKER KEEPER	1616763	10/9/90
Soft Play, L.L.C.	United States	SOFT PLAY	2895664	10/19/04
Soft Play, L.L.C.	United States	SOFT PLAY	2140024	3/3/98
Soft Play, L.L.C.	United States	SOFT PLAY & DESIGN	1628428	12/18/90
Soft Play, L.L.C.	Canada	PLAYPARK	444467	6/30/95
Soft Play, L.L.C.	Columbia	SOFT PLAY	225561	3/27/00
Soft Play, L.L.C.	France	SOFT PLAY & DESIGN	1640043	1/22/91

TRADEMARK LICENSES:

License from Little Tike, Inc. for use of the name "LITTLE TIKES COMMERCIAL".

SCHEDULE 3**COPYRIGHTS:**

Grantor	Country	Copyright	Registration Number	Registration Date
E-Z-Dock, Inc.	United States	E-Z dock distributor manual	TX0005569000	5/28/02
E-Z-Dock, Inc.	United States	E-Z-Dock Product Catalog	TX0005596356	5/28/02
E-Z-Dock, Inc.	United States	EZ Dock Corporate, Boat lift and personal watercraft videos	PA0001103376	6/12/02
E-Z-Dock, Inc.	United States	Ez dock, floating dock and lift systems brochure	TX0005625608	5/28/02
E-Z-Dock, Inc.	United States	EZ Dock product guide price	TX0005591711	1/1/02
Miracle Recreation Equipment Company	United States	1998 Park & Playground Equipment Catalog	TX0005889144	2/6/03
Miracle Recreation Equipment Company	United States	1999 Play Favorites	TX0005889145	2/6/03
Miracle Recreation Equipment Company	United States	2000 Catalog	TX0005889142	2/6/03
Miracle Recreation Equipment Company	United States	2001 Catalog	TX0005889141	2/6/03
Miracle Recreation Equipment Company	United States	2002 Park & Playground Equipment Catalog	TX0005889143	2/6/03
Miracle Recreation Equipment Company	United States	2003 park and playground equipment catalog.	TX0006402704	5/22/06
Miracle	United States	2005 playground	TX0006404394	5/22/06

Grantor	Country	Copyright	Registration Number	Registration Date
Recreation Equipment Company		equipment catalog.		
Miracle Recreation Equipment Company	United States	Play From A Whole New Perspective.	TX0006557768	4/3/07
Playpower, Inc.	United States	Eeks! / story by Barbara Neft, 1934 -; illustrated by Michelle Vennare, 1974-; production by Henry Cohen	TXu000851759	12/3/97
Playpower, Inc.	United States	Eks!	TXu000674625	11/23/98
Playpower LT Farmington, Inc.	United States	Little tikes commercial playsystems : buyers guide	TX0006380029	5/22/06
Playpower LT Farmington, Inc.	United States	Little Tikes commercial catalog : 2004	TX0006402387	5/22/06
Playpower LT Farmington, Inc.	United States	Little Tikes commercial catalog : 2006	TX0006402388	5/22/06
Playpower LT Farmington, Inc.	United States	Little Tikes commercial playsystems : catalog.	TX0006392962	5/22/06
Playpower LT Farmington, Inc.	United States	Little Tikes commercial Playsystems buyers guide : 2002.	TX0006402389	5/22/06
Playpower LT Farmington, Inc.	United States	Little Tikes play catalog.	TX0006392967	5/22/06
Playpower LT Farmington, Inc.	United States	Stretching innovation : 2007 Little Tikes commercial catalog	TX0006556062	4/3/07

COPYRIGHT LICENSES:

None.