

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.		10/26/2010	CORPORATION: DELAWARE
Kid Play, Inc.		10/26/2010	CORPORATION: DELAWARE
E-Z Dock, Inc.		10/26/2010	CORPORATION: MINNESOTA
Miracle Recreation Equipment Company		10/26/2010	CORPORATION: IOWA
PlayPower LT Farmington, Inc.		10/26/2010	CORPORATION: MISSOURI
Spectraturf, Inc.		10/26/2010	CORPORATION: DELAWARE
Soft Play, L.L.C.		10/26/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch
Street Address:	677 Washington Blvd., 6th floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Financial Institution: SWITZERLAND

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77623934	N-DURE CYCLE
Registration Number:	3766398	DOUGHBUILDERS
Serial Number:	77608614	PLAYGROUNDS FUN & EASY!
Serial Number:	77717909	SEYMOUR GREEN

CORRESPONDENCE DATA

Fax Number: (212)230-7735
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2123186535

900174969

**TRADEMARK
 REEL: 004304 FRAME: 0367**

CH \$115.00 77623934

Email: traceybennett@paulhastings.com
Correspondent Name: Tracey D. Bennett
Address Line 1: c/o Paul, Hastings
Address Line 2: 75 E. 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	73886.00010
NAME OF SUBMITTER:	Tracey D. Bennett
Signature:	/s/Tracey D. Bennett
Date:	10/26/2010

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (the "IP Security Agreement Supplement"), dated as of October 26, 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 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), 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, 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, each Grantor has agreed pursuant to that certain Security Agreement, dated as of December 20, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent and that certain Intellectual Property Security Agreement, dated as of August 20, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), to (i) grant a security interest in their Additional Intellectual Property Collateral (as defined below) and (ii) 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 and the IP Security Agreement, each Grantor is required to execute and deliver this IP Security Agreement Supplement.

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 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 "Additional Intellectual Property Collateral"): (a) Patents and Patent Licenses, including, without limitation, those referred to on Schedule 1 attached hereto and all Proceeds and products thereof; (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 Supplement 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 Additional 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 Additional Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Counterparts. This IP Security Agreement Supplement 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 Supplement 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;

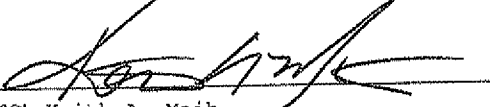
(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(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.

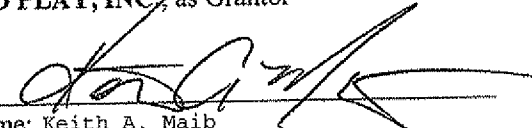
[SIGNATURE PAGES FOLLOW]

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

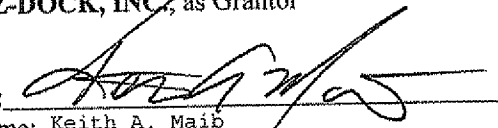
PLAYPOWER, INC., as Grantor

By: 
Name: Keith A. Maib
Title: Chief Financial Officer

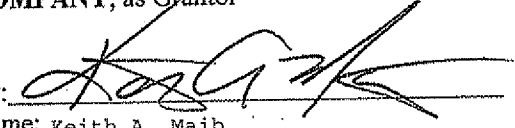
KID PLAY, INC., as Grantor

By: 
Name: Keith A. Maib
Title: Executive Vice President and
Chief Financial Officer

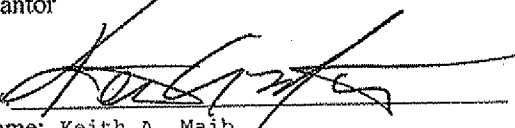
E-Z-DOCK, INC., as Grantor

By: 
Name: Keith A. Maib
Title: Executive Vice President and
Chief Financial Officer

**MIRACLE RECREATION EQUIPMENT
COMPANY, as Grantor**

By: 
Name: Keith A. Maib
Title: Executive Vice President and
Chief Financial Officer

**PLAYPOWER LT FARMINGTON, INC., as
Grantor**

By: 
Name: Keith A. Maib
Title: Executive Vice President and
Chief Financial Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT SUPPLEMENT]

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**TRADEMARK
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SPECTRATURE INC., as Grantor

By: 

Name: Keith A. Maib

Title: Executive Vice President and
Chief Financial Officer

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

By: Kid Play, Inc., its sole member

By: 

Name: Keith A. Maib

Title: Executive Vice President and
Chief Financial Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT SUPPLEMENT]


LEGAL_US_E# 90059209

TRADEMARK
REEL: 004304 FRAME: 0372

ACCEPTED AND AGREED
as of the date first above written:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Mary E. Evans
Title: Associate Director

By: 
Name: Irja R. Otsa
Title: Associate Director

{SIGNATURE PAGE TO IP SECURITY AGREEMENT SUPPLEMENT}

LEGAL_US_E # 90059209

TRADEMARK
REEL: 004304 FRAME: 0373

SCHEDULE 1**PATENTS**

Grantor	Country	Patent/Application	Registration Number/Serial Number	Registration Date/Filing Date
E-Z-Dock, Inc.	Argentina	Modular floating watercraft port assembly	P080103579	8/12/2008
E-Z-Dock, Inc.	Australia	Modular floating watercraft port assembly	2008302597	8/14/2008
E-Z-Dock, Inc.	Brazil	Modular floating watercraft port assembly	PI0815481-3	8-14-2008
E-Z-Dock, Inc.	Canada	Modular floating watercraft port assembly	2696396	8-14-2008
E-Z-Dock, Inc.	Columbia	Modular floating watercraft port assembly	2392-2008	8-14-2008
E-Z-Dock, Inc.	China	Modular floating watercraft port assembly	200880106889.4	8-14-2010
E-Z-Dock, Inc.	Europe	Modular floating watercraft port assembly	08831704.5	8-14-2010
E-Z-Dock, Inc.	Gulf Corporation Council	Modular floating watercraft port assembly	2008/11530	8-16-2008
E-Z-Dock, Inc.	Japan	Modular floating watercraft port assembly	2010-521176	8-14-2008
E-Z-Dock, Inc.	Korea (South)	Modular floating watercraft port assembly	10-2010-7003391	8-14-2008
E-Z-Dock, Inc.	Mexico	Modular floating watercraft port assembly	Mx/a/2010/001843	8-14-2010
E-Z-Dock, Inc.	Russia	Modular floating watercraft port assembly	2010109746	8-14-2008
E-Z-Dock, Inc.	Thailand	Modular floating watercraft port assembly	0801004248	8-15-2008
E-Z-Dock, Inc.	Venezuela	Modular floating watercraft port assembly	2008-001694	8-15-2008
E-Z-Dock, Inc.	Canada	Small Watercraft Boatlift	2678957	9-10-2009

Grantor	Country	Patent/Application	Registration Number/Serial Number	Registration Date/Filing Date
Miracle Recreation Equipment Company	United States	Electrically Powered Playground Equipment	61/250646	10-12-2009
Playpower LT Farmington, Inc.	United States	Frog Playground Sculpture	D381056	7-15-1997
Playpower LT Farmington, Inc.	United States	Castle Climbing Structure	D389892	1-27-1989
Playpower LT Farmington, Inc.	United States	Frog Playground Sculpture	D394296	5-12-1998
Playpower LT Farmington, Inc.	United States	Playground Sculpture	D394693	5-26-1998
Playpower LT Farmington, Inc.	United States	Panel For Playground Sculpture	D401640	11-24-1998
Playpower LT Farmington, Inc.	United States	Dinosaur Playground Sculpture	D402705	12-15-1998
Playpower LT Farmington, Inc.	United States	Toy Castle Top	D403029	12-22-1998
Playpower LT Farmington, Inc.	United States	Stepping Panel For Playground Structure	D418188	12-28-1999
Playpower LT Farmington, Inc.	United States	Climbing Panel For Playground Structure	D418190	12-28-1999
Playpower LT Farmington, Inc.	United States	Periscope Playground Panel	D418187	12-28-1999
Playpower LT Farmington, Inc.	United States	Climbing Apparatus For Children	D418571	1-4-2000
Playpower LT Farmington, Inc.	United States	Panel For Playground Structure	D420086	2-1-2000

Grantor	Country	Patent/Application	Registration Number/Serial Number	Registration Date/Filing Date
Playpower LT Farmington, Inc.	United States	Window Panel For Playground Structure	D391615	3-3-1998
Playpower LT Farmington, Inc.	United States	Cylindrical Castle Climbing Structure	D393303	4-7-1998
Playpower LT Farmington, Inc.	Canada	Playground Playcenter	123624	1-23-2009
Playpower LT Farmington, Inc.	Canada	Playground Playcenter	128956	1-23-2009
Playpower LT Farmington, Inc.	Canada	Playground Playcenter	126654	1-23-2009
Playpower LT Farmington, Inc.	China	Playground Playcenter	ZL 2007 30296159.3	4-29-2009
Playpower LT Farmington, Inc.	China	Playground Playcenter	200730296160.6	12-2-2009
Playpower, Inc.	United States	Sit-up exercise device	D599864	9/8/09
Playpower, Inc.	United States	Stationary spin cycle	D615136	5/4/10
Playpower, Inc.	Europe	Stretch Exercise Device	001120612-001	4-11-2009
Playpower, Inc.	Europe	Shuttle Run Simulator	001120612-0002	4-11-2009
Playpower, Inc.	Europe	Shuttle Run Simulator	001120612-0003	4-11-2009
Playpower, Inc.	Canada	Rotating Exercise Device	2681908	10-8-2009
Playpower, Inc.	United States	Rotating Exercise Device	12/574017	10-6-2009
Playpower, Inc.	Canada	Stationary Spin Cycle	130316	5-14-2010
Playpower, Inc.	China	Stationary Spin Cycle	ZL200930184417.8	8-14-2010
Playpower, Inc.	Europe	Stationary Spin Cycle	01120612-0004	4-11-2009

Grantor	Country	Patent/Application	Registration Number/Serial Number	Registration Date/Filing Date
Playpower, Inc.	Europe	Stationary Spin Cycle	01120612-0005	4-11-2009
Playpower, Inc.	Canada	Sit-Up Exercise Device	130317	3-2-2010
Playpower, Inc.	China	Sit-Up Exercise Device	200930184418.2	5-19-2010
Playpower, Inc.	Europe	Sit-Up Exercise Device	001120612-007	4-11-2009
Playpower, Inc.	Europe	Sit-Up Exercise Device	001120612-006	4-11-2009
Soft Play, L.L.C	United States	Modular Playground System	61/316258	3-22-2010

PATENT LICENSES

None.

SCHEDULE 2**TRADEMARKS**

Grantor	Country	Trademark Application	Registration Number/Serial Number	Registration Date/Filing Date
Miracle Recreation Equipment Company	United States	N-DURE CYCLE	77/623934	12-1-2008
Playpower LT Farmington, Inc.	United States	DOUGHBUILDERS	3766398	3-30-2010
Playpower LT Farmington, Inc.	United States	PLAYGROUNDS FUN & EASY!	77/608614	11-6-2008
Playpower LT Farmington, Inc.	United States	SEYMOUR GREEN	77/717909	4-20-2009
PlayPower LT Farmington Inc.	Canada	PARIS & Design	387381	8-9-1991

TRADEMARK LICENSES

None.

SCHEDULE 3

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None.

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None.