

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Parent Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Playpower, Inc.		11/15/2013	CORPORATION:
Playpower Holdings Inc.		11/15/2013	CORPORATION:
E-Z-Dock, Inc.		11/15/2013	CORPORATION:
Kid Play, Inc.		11/15/2013	CORPORATION:
Miracle Recreation Equipment Company		11/15/2013	CORPORATION:
Playpower LT Farmington, Inc.		11/15/2013	CORPORATION:
Shade Structures, Inc.		11/15/2013	CORPORATION:
Soft Play, L.L.C.		11/15/2013	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	Guggenheim Corporate Funding, LLC
<b>Street Address:</b>	135 EAST 57TH STREET, 7TH FLOOR
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 124**

Property Type	Number	Word Mark
Registration Number:	3469651	AQUA RECREATION
Registration Number:	3124969	AQUARIUS
Registration Number:	3510104	ARENA MEETING POINT
Registration Number:	2650598	BIG KAHUNA
Registration Number:	2784474	BIG TIMBER
Registration Number:	3238345	BOULDER RIDGE
Registration Number:	3451439	BUG BITES

CH \$3115.00 3469651

Registration Number:	2053597	CENTER STAGE
Registration Number:	3644286	CLEVER CLIMBERS
Registration Number:	3894464	COIL CURLER
Registration Number:	3406058	COLOSSUS
Registration Number:	3825537	CONNEXION
Registration Number:	3766398	DOUGHBUILDERS
Registration Number:	2554074	DUPLI-GATOR
Registration Number:	3204114	EZ DESIGNER
Registration Number:	2689965	EZ DOCK
Registration Number:	2938157	EZ DOCK
Registration Number:	3723664	EZ LAUNCH
Registration Number:	2039903	EZ PORT
Registration Number:	3551111	EZ PORT MAX
Registration Number:	3729636	EZ TRAIL
Registration Number:	3593355	FITNESS BUILDERS
Registration Number:	3929018	FLEX JET
Registration Number:	2559470	FLIPPOPOTAMUS
Registration Number:	2080140	FUN TUNNEL
Registration Number:	3042748	FUNBUILDER
Registration Number:	3403690	GARDEN GRUBBIES
Registration Number:	3311947	GATOR GRIP
Registration Number:	3640949	GET GIVE GO
Registration Number:	3568765	GRANTS FOR AMERICA'S SCHOOLS
Registration Number:	3826350	GRIZZ-LEE BEAR
Registration Number:	3818077	GROOVE II
Registration Number:	2943914	HAGS
Registration Number:	2930481	HAGS
Registration Number:	2384051	HANG-A-ROUND
Registration Number:	3522861	HEALTHY CIRCUIT
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

	1756997	KID TILES
Registration Number:	2481823	KID TIMBER
Registration Number:	2257176	KIDERGY
Registration Number:	3132929	KIDROX
Registration Number:	3305417	KIDS CORNER
Registration Number:	2184296	KIDS' CHOICE
Registration Number:	3243765	LANDSOFT
Registration Number:	3528983	LEGACY
Registration Number:	3667127	LEGACY CANTILEVER
Registration Number:	3763848	LEGACY HERITAGE
Registration Number:	3616548	LEGACY HERITAGE
Registration Number:	3124970	LIBRA
Registration Number:	3206868	MATRIX
Registration Number:	2496028	MAX PLAY
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:	3605317	MIRACLE'S GRANTS FOR AMERICA'S SCHOOLS
Registration Number:	3601466	MIRACLE GRANTS FOR AMERICA'S SCHOOLS
Registration Number:	3422240	MIRACLE MAKER
Registration Number:	3726493	MOUNTAIN TRAIL
Registration Number:	3239882	NEXUS
Registration Number:	3577495	NRG BUILDERS
Registration Number:	3541311	ORBX
Registration Number:	3950945	PARKWATCH
Registration Number:	3341257	PEGASUS
Registration Number:	2471640	PLAY BUILDERS
Registration Number:	3331521	PLAYCOVER
Registration Number:	3917519	PLAYGROUNDS FUN & EASY!
Registration Number:	1631719	PLAYPARK
Registration Number:	2107782	PLAYPOWER
Registration Number:	3266335	PLAYPOWER FUNRAISING
Registration Number:	3929017	RELAY RACER

	1441140	ROCK-ITE
Registration Number:	1834782	SEE SAW SNAKE
Registration Number:	3878504	SEYMOUR GREEN
Registration Number:	3192295	SHADEBUILDERS
Registration Number:	3950944	SITEBRITE
Registration Number:	3192177	SKYBUILDERS
Registration Number:	1616763	SNEAKER KEEPER
Registration Number:	2895664	SOFT PLAY
Registration Number:	2140024	SOFT PLAY
Registration Number:	1628428	SOFT PLAY
Registration Number:	3402448	SPINFINITY
Registration Number:	2346176	SPRAY STATIONS
Registration Number:	3726494	SURFER
Registration Number:	2701066	THE FIRST DOCK OF ITS KIND. THE LAST DOC
Registration Number:	2157301	TODDLERS' CHOICE
Registration Number:	2107801	TOTS' CHOICE
Registration Number:	3458688	TRIM TIMBER
Registration Number:	3202955	VERSA-CLIMB
Registration Number:	2003613	VERSALOK
Registration Number:	3264201	WEATHERSTATION
Registration Number:	3148304	WEBSCAPES
Registration Number:	3541312	XCALATOR
Serial Number:	85528508	EZ BOATPORT
Serial Number:	85158159	GELEFISH
Serial Number:	85180786	GRAVITY
Serial Number:	85158231	HOOP-LA
Serial Number:	85274951	IBUILDER
Serial Number:	85180788	INTERAXION
Serial Number:	85939603	IRON MOUNTAIN FORGE
Serial Number:	85180827	JAX
Serial Number:	77110714	LEGACY CONTEMPO
Serial Number:	85808201	M
Serial Number:	85130114	MIRACLETECH
Serial Number:	85160163	MORPHOUS
Serial Number:	85412817	NATURAL URBAN EDGE

	85428921	NATURTEK
Serial Number:	77623934	N-DURE CYCLE
Serial Number:	85412812	NU-EDGE
Serial Number:	85458242	ORIGINAL SOCIAL NETWORK
Serial Number:	85180746	PHYZICS
Serial Number:	77437579	PROGRESSIVE URBAN PLAYSCAPES
Serial Number:	77623936	PULL UP!LIFT
Serial Number:	85180805	REFLEX
Serial Number:	85483722	SHAPING THE FUTURE OF PLAY
Serial Number:	85130117	SONICSCREEN
Serial Number:	85807868	THE FACE OF PLAY
Serial Number:	85288046	TOT BLOBS

**CORRESPONDENCE DATA**

Fax Number: 2123108007  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 2123108000  
Email: brian.lee@weil.com  
Correspondent Name: Tomasz Kulawik  
Address Line 1: Weil, Gotshal & Manges LLP  
Address Line 2: 767 Fifth Avenue  
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	51014.0069/T. KULAWIK/BL
NAME OF SUBMITTER:	Tomasz Kulawik
Signature:	/Tomasz Kulawik/
Date:	11/15/2013

**Total Attachments: 28**

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**TRADEMARK**

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## SECOND LIEN PARENT INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND LIEN PARENT INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Second Lien IP Security Agreement”), dated as of November 15, 2013, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of GUGGENHEIM CORPORATE FUNDING, LLC, in its capacity as a collateral agent pursuant to the Second Lien Term Loan Agreement, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the “Second Lien Collateral Agent”).

## WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Term Loan Agreement, dated as even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Term Loan Agreement”), by and among PlayPower, Inc., a Delaware corporation (the “Parent Borrower”), Playpower Finance, LLC, a Delaware limited liability company (the “Finco Borrower”), the Guarantors referred to therein, the lenders party thereto from time to time (the “Lenders”), the other parties thereto and the Second Lien Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Parent Borrower and the Finco Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to Sections 3 and 8(b)(iii) of that certain Second Lien Parent Security Agreement, dated as even date herewith, by and among the Parent Borrower and the other Grantors signatory thereto, in favor of the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”), each of the Parent 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 Second Lien Collateral Agent may reasonably request for the purpose of obtaining or preserving the full benefits of the Second Lien Security Agreement; and

WHEREAS, pursuant to the Second Lien Security Agreement, the Grantors are required to execute and deliver this Second Lien 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 Second Lien Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Second Lien 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 Secured Obligations on the terms set forth in the Credit Documents, hereby grants to the Second Lien Collateral Agent, for

the benefit of the Second Lien Secured Parties, a second priority security interest in the following Collateral of such Grantor (the “Intellectual Property Collateral”):

- (a) the patents and patent applications referred to on Schedule 1 attached hereto;
- (b) the trademark applications and registrations referred to on Schedule 2 attached hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule 3 attached hereto;
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Intellectual Property Collateral or arising from any of the foregoing.

Section 3. Security Agreement. The security interest granted pursuant to this Second Lien IP Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Second Lien Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien 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 Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this IP Security Agreement and the provisions of the Security Agreement, the terms of the Security Agreement shall prevail.

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 Second Lien 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. Delivery of an executed counterpart of a signature page of this Second Lien IP Security Agreement by facsimile or other electronic method of transmission shall be as effective as a delivery of a manually executed counterpart of this Second Lien IP Security Agreement.

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 Second Lien IP Security Agreement or any of the other Credit Documents, or for recognition and enforcement of any judgment in respect thereof, to the exclusive 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 Second Lien Term Loan Agreement or at such other address of which the Second Lien 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.

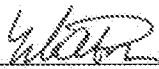
Section 7. Termination. Upon payment in full of all the Secured Obligations (other than, as of any date, contingent and unliquidated obligations not due or payable hereunder and which, pursuant to the terms hereof or the Second Lien Term Loan Agreement or the other Credit Documents, survive the termination thereof), the Second Lien Collateral Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Intellectual Property Collateral under this Second Lien IP Security Agreement.

Section 8. Authorization. The parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States and the Commissioner of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

[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.

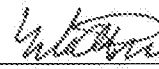
PLAYPOWER, INC., as Grantor

By: 

Name: Michael Pruss

Title: Chief Financial Officer

PLAYPOWER HOLDINGS INC., as Grantor

By: 

Name: Michael Pruss

Title: Chief Financial Officer

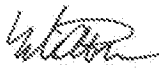
E-Z-DOCK, INC.

KID PLAY, INC.

MIRACLE RECREATION EQUIPMENT  
COMPANY

PLAYPOWER LT FARMINGTON, INC.

SHADE STRUCTURES, INC., as Grantors

By: 

Name: Michael Pruss

Title: Chief Financial Officer

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

By: PlayPower, Inc., its sole member

By: 

Name: Michael Pruss

Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

GUGGENHEIM CORPORATE FUNDING, LLC,  
as Second Lien Collateral Agent

By: \_\_\_\_\_ 

Name: William Hagner  
Title: Senior Managing Director

**PATENTS:**

<b>Grantor</b>	<b>Country</b>	<b>Patent/Application</b>	<b>Registration Number/Serial Number</b>	<b>Registration Date/Filing Date</b>
Soft Play, L.L.C.	European Patent Convention	Accessible enclosed playground system	11760061.9	3/22/2011
Soft Play, L.L.C.	Patent Cooperation Treaty	Accessible enclosed playground system	PCT/US211/029406	3/22/2011
Soft Play, L.L.C.	United States	Accessible enclosed playground system	13/069101	3/22/2011
Soft Play, L.L.C.	United States	Adjustable column for children's playground equipment	D381057	7/15/97
Playpower LT Farmington, Inc.	Republic of Korea	Anti-wrap device for swing set	22006/1998	6/21/98
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	Children's molded play car/vehicle	6383119	5/7/02
Little Tikes Commercial Play Systems Inc.	United States	Climbing Apparatus For Children	D418571	1-4-2000
SMP Playgrounds, Limited	United States	Climbing Frame	D554227	10-30-2007
Little Tikes Commercial Play Systems Inc.	United States	Climbing Panel For Playground Structure	D418190	12-28-1999

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
EZ Dock, Inc.	Argentina	Drive-on Watercraft Lift with Adjustable Bunks	P120100430	02/08/2012
EZ Dock, Inc.	Patent Cooperation Treaty	Drive-on Watercraft Lift with Adjustable Bunks	PCT/US2011/060093	11/10/2011
Miracle Recreation Equipment Company	Canada	Electrically powered playground equipment	2717524	10-12-2010
Miracle Recreation Equipment Company	United States	Electrically powered playground equipment	12/902879	10-12-2010
Playcore	United States	Elevated Hand-Held Merry-Go-Round	95/000637	09/23/2011
E-Z-Dock, Inc.	United States	Extended floating drive-on boat deck	D521442	5/23/06
E-Z-Dock, Inc.	Australia	Extended floating Drive-on boat dock	305512	2/20/06
E-Z-Dock, Inc.	United States	Floating boat dock extension	D551611	9/25/07
E-Z-Dock, Inc.	European Community	Floating drydocks	000297866-0003	2/21/05
EZ Dock, Inc.	Argentina	Floating Dock System	P120100431	02/09/2012
EZ Dock, Inc.	Gulf Cooperation Council	Floating Dock System	2012/20490	02/08/12

EZ Dock, Inc.	Patent Cooperation Treaty	Floating Dock System	PCT/US2012/023716	02/03/12
EZ Dock, Inc.	United States	Floating Dock System	13/711339	12/11/12
EZ Dock, Inc.	Venezuela	Floating Dock System	2012-000165	02/09/12
EZ Dock, Inc.	United States	Floating Dock System and Dock Module	61/748589	12/14/11
E-Z-Dock, Inc.	United States	Floating drive-on boat deck	D532360	11/21/06
E-Z-Dock, Inc.	Australia	Floating drive-on boat dock	305513	2/20/06
E-Z-Dock, Inc.	Australia	Floating Drive-on boat dock extension	305511	2/20/06
E-Z-Dock, Inc.	United States	Floating drive-on boat dock extension	D521441	5/23/06
E-Z-Dock, Inc.	Australia	Floating Drive-On Watercraft Dock	2005213410	2/4/05
E-Z-Dock, Inc.	Canada	Floating Drive-On Watercraft Dock	2555270	4/12/11
E-Z-Dock, Inc.	China (Peoples Republic)	Floating Drive-On Watercraft Dock	200580006878	2/4/05
E-Z-Dock, Inc.	European Patent Convention	Floating Drive-On Watercraft Dock	1713685	2/4/05
E-Z-Dock, Inc.	Japan	Floating Drive-On Watercraft Dock	2006552263	2/4/05
E-Z-Dock, Inc.	Mexico	Floating Drive-On Watercraft Dock	MX2006PA008878	8/14/06
E-Z-Dock, Inc.	Republic of Korea	Floating Drive-On Watercraft Dock	10-2006-7015945	8/7/06

E-Z-Dock, Inc.	Russian Federation	Floating Drive-On Watercraft Dock	2006132057	2/4/05
E-Z-Dock, Inc.	United States	Floating Drive-On Watercraft Dock	7069872	2/4/05
E-Z-Dock, Inc.	Patent Cooperation Treaty	Floating Drive-On Watercraft Dock (The PCT application has run its course and has been converted to various national applications)	PCT/US2005/003569	2/4/05
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 Patent Convention	Methods and apparatus for assembling docks	05854868.6	12/20/05
E-Z-Dock, Inc.	Gulf Cooperation Counsel	Methods and apparatus for assembling docks	GCC/P/2005/5607	12/24/05
E-Z-Dock, Inc.	Malaysia	Methods and apparatus for assembling docks	MY-138024-A	12/22/05
E-Z-Dock, Inc.	Patent Cooperation Treaty	Methods and apparatus for assembling docks	PCT/US2005/046221  (The PCT application has run its course and has been converted to various national applications)	12/20/05
E-Z-Dock, Inc.	Thailand	Methods and apparatus for assembling docks	0501008084	12/21/05



E-Z-Dock, Inc.	United States	Methods and apparatus for assembling docks	7243608	7/17/07
E-Z-Dock, Inc.	Venezuela	Methods and apparatus for assembling docks	2005-002686	12/22/05
E-Z-Dock, Inc.	Argentina	Methods and apparatus for assembling docks	P050105508	12/22/05
E-Z-Dock, Inc.	Australia	Methods and apparatus for assembling docks	2005319235	12/20/05
E-Z-Dock, Inc.	Chile	Methods and apparatus for assembling docks	3404-05	12/22/05
E-Z-Dock, Inc.	China (Peoples Republic)	Methods and apparatus for assembling docks	20058004434 7-5	12/20/05
E-Z-Dock, Inc.	Dominican Republic	Methods and apparatus for assembling docks	2005-000277	12/22/05
E-Z-Dock, Inc.	United States	Modular floating boat lift	6006687	12/28/99
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	4/17/12
E-Z-Dock, Inc.	China	Modular floating watercraft port assembly	20088010688 9.4	8-14-2010

E-Z-Dock, Inc.	Chile	Modular floating watercraft port assembly	2392-2008	12/20/12
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.	Korea (South)	Modular floating watercraft port assembly	10-2010-7003391	2/16/10
E-Z Dock, Inc.	Patent Cooperation Treaty	Modular floating watercraft port assembly	PCT/US2008/073149	8-14-2008
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.	United States	Modular floating watercraft port assembly	7918178	5/22/08
E-Z-Dock, Inc.	Venezuela	Modular floating watercraft port assembly	2008-001694	8-15-2008
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 car	D436146	1/9/01
Soft Play, L.L.C.	United States	Molded children's play vehicle	D435876	1/2/01
E-Z-Dock, Inc.	Australia	Molded plastic gangway	2004274484	9/20/04
E-Z-Dock, Inc.	European Patent Convention	Molded plastic gangway	040784501.1  (also published as EP1663771)	9/20/04

E-Z-Dock, Inc.	Mexico	Molded plastic gangway	MX2006PA003025	3/16/06
E-Z-Dock, Inc.	Patent Cooperation Treaty	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.	United States	Molded plastic gangway	6912966	7/5/05
EZ Dock, Inc.	United States	Molly-Type Dock Section Coupler	13/932911	07/01/13
Little Tikes Commercial Play Systems Inc.	United States	Panel For Playground Structure	D420086	2-1-2000
Playpower LT Farmington, Inc.	United States	Park bench	D552370	10/9/07
Little Tikes Commercial Play Systems Inc.	United States	Periscope Playground Panel	D418187	12-28-1999
Miracle Recreation Equipment Company	United States	Playground deck assembly	5554074	9/10/96
Miracle Recreation Equipment Company	Canada	Playground Element and Mounting Method	2762603	12/22/11
Miracle Recreation Equipment Company	United States	Playground Element and Mounting Method	13/334232	12/22/11

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.	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
E-Z-Dock, Inc.	Argentina	Port Modular mounting vessels	P080103579	8/12/2008
E-Z-Dock, Inc.	Japan	Rollers For Use With Watercraft Ports and Lifts	2010-521176	8-14-2008
E-Z-Dock, Inc.	Mexico	Rollers For Use With Watercraft Ports and Lifts	MX2010001843	2/16/10
Playpower, Inc.	United States	Rotating Exercise Device	7922627	10-6-2009
Miracle Recreation Equipment Company	United States	Rotating Playground Element	61/885722	10/02/13
Playpower LT Farmington, Inc.	United States	Rotating Playground Equipment	61/885703	10/02/13
Playpower, Inc.	European Community	Shuttle Run Simulator	001120612-0002	4-11-2009
Playpower, Inc.	European Community	Shuttle Run Simulator	001120612-0003	4-11-2009
Playpower, Inc.	Canada	Sit-Up Exercise Device	130317	3-2-2010
Playpower, Inc.	Europe Community	Sit-Up Exercise Device	001120612-0007	4-11-2009

Playpower, Inc.	Europe Community	Sit-Up Exercise Device	001120612-0006	4-11-2009
Playpower, Inc.	United States	Sit-up exercise device	D599864	9/8/09
E-Z-Dock, Inc.	United States	Small watercraft boatlift	12/557278	9/10/09
E-Z-Dock, Inc.	United States	Small watercraft boatlift	12/780473	5-14-2010
E-Z-Dock, Inc.	Canada	Small Watercraft Boatlift	2678957	9-10-2009
Miracle Recreation Equipment Company	United States	Spinning playground equipment	5997403	12/7/99
Soft Play, L.L.C.	United States	Spiral climb in surrounding enclosure	6108988	8/29/00
Playpower, Inc.	Canada	Stationary Spin Cycle	130316	5-14-2010
Playpower, Inc.	Europe Community	Stationary Spin Cycle	01120612-0004	4-11-2009
Playpower, Inc.	Europe Community	Stationary Spin Cycle	01120612-0005	4-11-2009
Playpower, Inc.	United States	Stationary spin cycle	D615136	5/4/10
Little Tikes Commercial Play Systems Inc.	United States	Stepping Panel For Playground Structure	D418188	12-28-1999
Playpower, Inc.	European Community	Stretch Exercise Device	001120612-0001	4-11-2009
Miracle Recreation Equipment Company	United States	Tire swing swivel	12/497062	7/2/09
E-Z-Dock, Inc.	Argentina	Rollers For Use With Watercraft Ports and Lifts	067961	10/28/2009
Soft Play LLC	Australia	Movable occupant directed recreational equipment device	AU199726771	11/07/1997
E-Z-Dock, Inc.	Denmark	Floating drive-on watercraft dock	1713685	02/04/2013
E-Z-Dock, Inc.	Patent Cooperation Treaty	Rollers For Use With Watercraft Ports and Lifts	09154642	03/11/2010

E-Z-Dock, Inc.	Portugal	Floating drive-on watercraft dock	1713685	01/25/2013
E-Z-Dock, Inc.	Spain	Floating drive-on watercraft dock	2402443	05/03/2013

**PATENT LICENSES:**

PlayPower, Inc. and its subsidiaries has a paid up license with PlayCore Wisconsin, Inc. for use of the Hand-Held Merry-Go-Round, patent number 95/000637, filed 09/23/2011.

**TRADEMARKS:**

<b>Grantor</b>	<b>Country</b>	<b>Trademark/Application</b>	<b>Registration Number/Serial Number</b>	<b>Registration Date/Filing Date</b>
Playpower, Inc.	United States	AQUA RECREATION	3469651	7/15/08
Miracle Recreation Equipment Company	United States	AQUARIUS	3124969	8/1/06
Miracle Recreation Equipment Company	United States	ARENA MEETING POINT	3510104	9/30/08
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 Recreation Equipment Company	United States	BOULDER RIDGE	3238345	5/1/07
Miracle Recreation Equipment Company	United States	BUG BITES	3451439	6/17/08
Miracle Recreation Equipment Company	United States	CENTER STAGE	2053597	4/15/97
Playpower LT Farmington, Inc.	United States	CLEVER CLIMBERS	3644286	6/23/09
Miracle Recreation Equipment Company	United States	COIL CURLER	3894464	12/21/10
Playpower LT Farmington, Inc.	United States	COLOSSUS	3406058	4/1/08
Miracle Recreation Equipment Company	United States	CONNEXION	3825537	7-27-2010
Playpower LT Farmington, Inc.	United States	DOUGHBUILDERS	3766398	3/30/2010
Miracle Recreation Equipment Company	United States	DUPLI-GATOR	2554074	3/26/02

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E-Z-Dock, Inc.	United States	EZ Boatport	85/528508	10/23/12
E-Z-Dock, Inc.	United States	EZ DESIGNER	3204114	1/30/07
E-Z-Dock, Inc.	Australia	EZ DOCK	754891	2/12/98
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
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.	Australia	EZ DOCK & DESIGN	742358	8/26/97
E-Z-Dock, Inc.	United States	EZ LAUNCH	3723664	12/8/09
E-Z-Dock, Inc.	Australia	EZ PORT	754890	2/12/98
EZ 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	EZ TRAIL	3729636	12/22/09
Playpower LT Farmington, Inc.	United States	FITNESS BUILDERS	3593355	3/17/09
Miracle Recreation Equipment Company	United States	FLEX JET	3929018	03/08/2011
Miracle Recreation Equipment Company	United States	FLIPPOPOTAMUS	2559470	4/9/02
Miracle Recreation Equipment Company	United States	FUN TUNNEL	2080140	7/15/97
Playpower LT Farmington, Inc.	Canada	FUNBUILDER	TMA638751	4/29/05
Playpower LT Farmington, Inc.	United States	FUNBUILDER	3042748	1/10/06
Playpower LT Farmington, Inc.	United States	GARDEN GRUBBIES	3403690	3/25/08
Miracle Recreation Equipment Company	United States	GATOR GRIP	3311947	10/16/07
Playpower LT Farmington, Inc.	United States	GELEFISH	85/158159	10/21/2010
Miracle Recreation Equipment Company	United States	GET GIVE GO	3640949	6/16/09



<b>Grantor</b>	<b>Country</b>	<b>Trademark/Application</b>	<b>Registration Number/Serial Number</b>	<b>Registration Date/Filing Date</b>
Miracle Recreation Equipment Company	United States	GRANTS FOR AMERICA'S SCHOOLS	3568765	1/27/09
Miracle Recreation Equipment Company	United States	GRAVITY	85180786	11/19/10
Miracle Recreation Equipment Company	United States	GRIZZ-LEE BEAR	3826350	7-27-2010
Miracle Recreation Equipment Company	United States	GROOVE II	3818077	7/13/10
Playpower, Inc.	United States	HAGS	2943914	4/26/05
Playpower, Inc.	United States	HAGS	2930481	3/8/05
Miracle Recreation Equipment Company	United States	HANG-A-ROUND	2384051	9/5/00
Miracle Recreation Equipment Company	United States	HEALTHY CIRCUIT	3522861	10/21/08
Playpower LT Farmington, Inc.	United States	HOOP-LA	85/158231	10/21/2010
Playpower LT Farmington, Inc.	United States	IBUILDER	85/274951	03/23/2011
Playpower LT Farmington, Inc.	United States	INFINITY	2946726	5/3/05
Miracle Recreation Equipment Company	United States	INTERAXION	85/180788	11/19/2010
PlayPower LT Farmington, Inc.	United States	Iron Mountain Forge	85/939603	05/22/13
Playpower LT Farmington, Inc.	Canada	IRON MOUNTAIN FORGE & DESIGN	TMA339865	5/6/88
Playpower LT Farmington, Inc.	United Kingdom	IRON MOUNTAIN FORGE & DESIGN	1507729	7/24/92
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
Miracle Recreation Equipment Company	United States	JAX	85/180827	11/19/2010

<b>Grantor</b>	<b>Country</b>	<b>Trademark/Application</b>	<b>Registration Number/Serial Number</b>	<b>Registration Date/Filing Date</b>
Playpower LT Farmington, Inc.	Benelux	KID BUILDERS	621436	5/30/97
Playpower LT Farmington, Inc.	United States	KID BUILDERS	3085411	4/25/06
Playpower LT Farmington, Inc.	Canada	KID BUILDERS & DESIGN	TMA339864	5/6/88
Playpower LT Farmington, Inc.	United States	KID RIDERS & DESIGN	1766847	4/20/93
Playpower LT Farmington, Inc.	Canada	KID TILES	TMA603161	2/25/04
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
Soft Play, L.L.C.	United States	KIDERGY	2257176	6/29/99
Miracle Recreation Equipment Company	United States	KIDROX	3132929	8/22/06
Soft Play, L.L.C.	United States	KIDS CORNER	3305417	10/9/07
Miracle Recreation Equipment Company	United States	KIDS' CHOICE	2184296	8/25/98
Playpower LT Farmington, Inc.	United States	LANDSOFT	3243765	5/22/07
Miracle Recreation Equipment Company	United States	LEGACY	3528983	11/4/08
Miracle Recreation Equipment Company	United States	LEGACY CANTILEVER	3667127	8/11/09
Miracle Recreation Equipment Company	United States	LEGACY CONTEMPO	77/110714	2/19/07
Miracle Recreation Equipment Company	United States	LEGACY HERITAGE	3763848	3/23/10
Miracle Recreation Equipment Company.	United States	LEGACY HERITAGE	3616548	5/5/09

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Miracle Recreation Equipment Company	United States	LIBRA	3124970	8/1/06
Miracle Recreation Equipment Company	United States	M (Stylized Color) (new Miracle logo)	85/808201	12/20/12
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.	Canada	MAXPLAY	TMA629716	1/7/05
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 Company	United States	MIRACLE GRANTS FOR AMERICA'S SCHOOLS	3605316	4/14/09
Miracle Recreation Equipment Company	United States	MIRACLE GRANTS FOR AMERICA'S SCHOOLS	3605317	4/14/09
Miracle Recreation Equipment Company	United States	MIRACLE GRANTS FOR AMERICA'S SCHOOLS & DESIGN	3601466	4/7/09
Miracle Recreation Equipment Company	United States	MIRACLE MAKER	3422240	5/6/08
Miracle Recreation Equipment Company	United States	MIRACLETECH	85/130114	09/15/2010
Playpower LT Farmington, Inc.	United States	MORPHOUS	85/160163	10/25/2010

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Miracle Recreation Equipment Company	United States	MOUNTAIN TRAIL	3726493	12/15/09
PlayPower LT Farmington, Inc.	United States	Natural Urban Edge	85/412817	9/1/11
PlayPower LT Farmington, Inc.	United States	Naturtek	85/428921	9/22/11
Miracle Recreation Equipment Company	United States	N-DURE CYCLE	77/623934	12-1-2008
Miracle Recreation Equipment Company	United States	NEXUS	3239882	5/8/07
Playpower LT Farmington, Inc.	United States	NRG BUILDERS	3577495	2/17/09
PlayPower LT Farmington, Inc.	United States	Nu-Edge	85/412812	9/1/11
Miracle Recreation Equipment Company	United States	ORBX	3541311	12/2/08
Soft Play, LLC	United States	Original Social Network	85/458242	10/27/11
Miracle Recreation Equipment Company	United States	PARKWATCH	3950945	4/26/2011
Miracle Recreation Equipment Company	United States	PEGASUS	3341257	11/20/07
Miracle Recreation Equipment Company	United States	PHYZICS	85/180746	11/19/2010
Playpower LT Farmington, Inc.	Canada	PLAY BUILDERS	TMA603162	2/25/04
Playpower LT Farmington, Inc.	United States	PLAY BUILDERS	2471640	7/24/01
Miracle Recreation Equipment Company	United States	PLAY COVER	3331521	11/6/07
Playpower LT Farmington, Inc.	United States	PLAYGROUNDS FUN & EASY!	3917519	2/08/2011
Soft Play, LLC	Canada	PLAYPARK	444467	6/30/95
Soft Play, L.L.C.	United States	PLAYPARK	1631719	1/15/91
Playpower, Inc.	United States	PLAYPOWER	2107782	10/21/97

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Playpower, Inc.	United States	PLAYPOWER FUNRAISING	3266335	7/17/07
Soft Play, L.L.C.	United States	PROGRESSIVE URBAN PLAYSCAPES	77/437579	4/2/08
Miracle Recreation Equipment Company	United States	PULL UP!LIFT	77/623936	12/1/08
Miracle Recreation Equipment Company	United States	REFLEX	85180805	11/19/2010
Miracle Recreation Equipment Company	United States	RELAY RACER	3929017	3/8/2011
Playpower LT Farmington, Inc.	Canada	REV BUILDERS	TMA690901	6/27/07
Miracle Recreation Equipment Company	United States	ROCK-ITE	1441140	6/2/87
Playpower LT Farmington, Inc.	United States	SEE.SAW.SNAKE & DESIGN	1834782	5/3/94
Playpower LT Farmington, Inc.	United States	SEYMOUR GREEN	3878504	11/23/2010
Playpower LT Farmington, Inc.	United States	SHADEBUILDERS	3192295	1/2/07
Miracle Recreation Equipment Company.	United States	Shaping the Future of Play	85/483722	11/30/11
Miracle Recreation Equipment Company	United States	SITEBRITE	3950944	4/26/2011
Playpower LT Farmington, Inc.	United States	SKYBUILDERS	3192177	1/2/07
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.	European Community	SOFT PLAY & DESIGN	003351889	06/13/05
Soft Play, L.L.C.	France	SOFT PLAY & DESIGN	1640043	1/22/91
Soft Play, L.L.C.	United States	SOFT PLAY & DESIGN	1628428	12/18/90
Miracle Recreation Equipment Company	United States	SONICSCREEN	85/130117	9/15/2010

<b>Grantor</b>	<b>Country</b>	<b>Trademark/Application</b>	<b>Registration Number/Serial Number</b>	<b>Registration Date/Filing Date</b>
Playpower LT Farmington, Inc.	United States	SPINFINITY	3402448	3/25/08
Miracle Recreation Equipment Company	United States	SPRAY STATIONS	2346176	4/25/00
Miracle Recreation Equipment Company	United States	SURFER	3726494	12/15/09
Miracle Recreation Equipment Company	United States	The Face of Play	85/807868	12/20/12
E-Z-Dock, Inc.	United States	THE FIRST DOCK OF ITS KIND. THE LAST DOCK YOU WILL EVER NEED	2701066	3/25/03
Miracle Recreation Equipment Company	United States	TODDLER'S CHOICE	2157301	5/12/98
Soft Play, L.L.C.	United States	TOT BLOBS	85/288046	04/06/2011
Miracle Recreation Equipment Company	United States	TOTS' CHOICE	2107801	10/21/97
Miracle Recreation Equipment Company	United States	TRIM TIMBER	3458688	7/1/08
Playpower LT Farmington, Inc.	United States	VERSA-CLIMB	3202955	1/23/07
Miracle Recreation Equipment Company	United States	VERSALOK	2003613	9/24/96
Playpower LT Farmington, Inc.	United States	WEATHERSTATION	3264201	7/17/07
Miracle Recreation Equipment Company	United States	WEBSCAPES	3148304	9/26/06
Miracle Recreation Equipment Company	United States	XCALATOR	3541312	12/2/08
E-Z-Dock, Inc	Canada	EZE DOCK SYSTEMS	TMA666214	6/16/06
Playpower LT Farmington, Inc	United Kingdom	IRON MOUNTAIN FORGE	B1507729	01/28/1994

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Miracle Recreation Equipment Company	United States	Miracle Recreation Equipment Company. (1998)	TX0005889144	2/6/03
Miracle Recreation Equipment Company	United States	Miracle Recreation Equipment Company. (1999)	TX0005889145	2/6/03
Miracle Recreation Equipment Company	United States	Miracle Recreation Equipment Company. (2000)	TX0005889142	2/6/03
Miracle Recreation Equipment Company	United States	Miracle Recreation Equipment Company. (2001)	TX0005889141	2/6/03
Miracle Recreation Equipment Company	United States	Miracle Recreation Equipment Company. (2002)	TX0005889143	2/6/03
Miracle Recreation Equipment Company	United States	2003 park and playground equipment catalog.	TX0006402704	5/22/06
Miracle Recreation Equipment Company	United States	2005 playground equipment catalog.	TX0006404394	5/22/06
Soft Play	United States	Big Bird's Best Friends: an interactive cloth book	VA0001074529	3/5/01
PlayPower, Inc.	United States	Eks!	TXu000674625	11/23/98
PlayPower, Inc.	United States	Eks! Story by Barbara Neft, 1934; illustrated by Michelle Vonnare, 1974; production by Henry Cohen	TXu000851759	12/3/97



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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	E-Z dock distributor manual	TX0005569000	5/28/02
E-Z-Dock, Inc.	United States	EZ Dock product guide price list 01/01/02	TX0005591711	2002-05-28
E-Z-Dock, Inc.	United States	Ez dock, floating dock and lift systems	TX0005625608	5/28/02
E-Z-Dock, Inc.	United States	E-Z-Dock floating dock and lift systems	TX0005596356	5/28/02
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 : buyers guide	TX0006380029	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
Miracle Recreation Equipment Company	United States	Play From A Whole New Perspective.	TX0006557768	4/3/07
Playpower LT Farmington, Inc.	United States	Stretching innovation : 2007 Little Tikes commercial catalog	TX0006556062	4/3/07
Playpower LT Farmington, Inc.	United States	Explore little tikes commercial 2003 catalog	TX0006380031	5/22/06
Miracle Recreation Equipment Company	United States	2003 park and playground equipment catalog / The spirit of imagination	TX0006402704	5/22/06

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