

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM353160

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		08/28/2015	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Backyard Leisure Holdings, Inc.
<b>Street Address:</b>	P.O. Box 604
<b>City:</b>	Pittsburg
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66762
<b>Entity Type:</b>	CORPORATION: DELAWARE
<b>Name:</b>	Home Brands, Inc.
<b>Street Address:</b>	755 Banfield Rd.
<b>City:</b>	Portsmouth
<b>State/Country:</b>	NEW HAMPSHIRE
<b>Postal Code:</b>	03801
<b>Entity Type:</b>	CORPORATION: DELAWARE
<b>Name:</b>	Installations, Inc.
<b>Street Address:</b>	25257 W. Eight Mile Rd.
<b>City:</b>	Redford
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48240
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2472777	BA
<b>Registration Number:</b>	2582802	TOM'S TREEHOUSE
<b>Registration Number:</b>	2438052	BACKYARD ADVENTURES
<b>Registration Number:</b>	2345991	JURASSIC
<b>Registration Number:</b>	2720119	ADVENTURE PLAYSETS
<b>Registration Number:</b>	3554884	CREATE-N-ADVENTURE
<b>Registration Number:</b>	3699528	SUPER SAFE SPEEDY SLIDE

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	3857549	QUARRY CLIMBERS
Registration Number:	3745356	EXPEDITION
Registration Number:	3808014	BACKYARD BOTANICAL
Registration Number:	4142975	BACKYARD DISCOVERY
Registration Number:	2989363	BACKYARD DISCOVERY
Registration Number:	3935365	SAFE-T-FUSE
Registration Number:	3935364	SAFE-T-FUSE
Serial Number:	85035588	SOUNDS LIKE FUN
Registration Number:	4129244	BACKYARD DISCOVERY
Registration Number:	4037458	BACKYARD ADVENTURES
Serial Number:	85605205	YARD BUILT
Registration Number:	2964707	SHEDS USA DELIVERED BUILT GUARANTEED
Serial Number:	86191389	GOCONFIGURE
Serial Number:	86191405	PUTTING IT ALL TOGETHER FOR YOU
Serial Number:	86191424	

**CORRESPONDENCE DATA**

Fax Number: 3128622200

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 N LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 15913-13-RFS

NAME OF SUBMITTER: Rob Soneson

SIGNATURE: /rsoneson/

DATE SIGNED: 08/29/2015

**Total Attachments: 6**

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**RELEASE OF SECURITY INTEREST  
IN PATENTS AND TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS** (this "Release") is made as of August 28, 2015 ("Effective Date") by **PNC Bank, National Association**, in its capacity as agent ("Agent"), in favor of **Backyard Leisure Holdings, Inc.**, a Delaware corporation ("Backyard Holdings"), **Home Brands, Inc.**, a Delaware corporation ("Home Brands" and together with Backyard Holdings, collectively the "Grantors" and each a "Grantor"), and **Installations, Inc.**, a Delaware corporation ("Installations"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement (as defined below), as amended by the Amended Security Agreement (as defined below).

**WHEREAS**, Grantors, together with certain of their Affiliates (collectively with each Grantor and each Person joined as a borrower to the Loan Agreement (as defined below) from time to time, the "Borrowers" and each a "Borrower") entered into that certain Revolving Credit, Term Loan and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (collectively, the "Lenders"), dated as of June 14, 2013 (as amended, restated, supplemented or modified from time to time, the "Loan Agreement");

**WHEREAS**, to secure the Obligations owed by Borrowers under the Loan Agreement, the Grantors entered into that certain Patent and Trademark Security Agreement dated as of June 14, 2013 in favor of Agent (the "Security Agreement"), and each Grantor granted to Agent, for its benefit and the benefit of Lenders, a continuing security in and lien on the Patents and Trademarks, including, without limitation, the patents and patent applications set forth on Schedule A attached hereto and the trademark applications and registrations set forth on Schedule B attached hereto, with power of sale to the extent permitted by law,.

**WHEREAS**, the Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on June 16, 2013 at Reel/Frame 5048/0415 with respect to trademarks and on June 20, 2013 at Reel/Frame 030663/0516 with respect to patents.

**WHEREAS**, pursuant to that certain First Amendment to Patent and Trademark Security Agreement, dated as of June 4, 2014 by and among Grantors, Installations and Agent (the "Amended Security Agreement"), Installations was joined as party to the Security Agreement;

**WHEREAS**, pursuant to the Amended Security Agreement, Installations granted to Agent a continuing security interest in and Lien on certain Patents and Trademarks, including, without limitation, those patents and trademarks set forth on Schedule C attached hereto, and each Grantor ratified and affirmed its obligations under the Security Agreement;

**WHEREAS**, the Amended Security Agreement was recorded with the PTO on June 4, 2014 at Reel/Frame 5296/0162 with respect to trademarks and on June 4, 2014 at Reel/Frame 033084/0899 with respect to patents; and

**WHEREAS**, Grantors and Installations have paid all of their outstanding indebtedness to Agent.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates the Security Agreement and the Amended Security Agreement, and hereby terminates, cancels and releases any and all security interests and Liens it has against the Patents and Trademarks, including the patents, patent applications, trademark registrations, and trademark applications set forth on any of Schedules A, B, and C attached hereto. The power of attorney granted pursuant to the Security Agreement is hereby revoked.

Agent represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest or Lien it has against any such Patents or Trademarks.

Agent shall take all further actions, and provide to Grantors, Installations, and each of their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Installations or either of the Grantors to more fully and effectively effectuate the purposes of this Release, in each case at Grantors' expense.

\* \* \* \* \*

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**PNC BANK, NATIONAL ASSOCIATION**  
as Agent

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

Name: Emmet Wong

Title: Senior Vice President

[Signature Page to Release of Security Interest in Patents and Trademarks (Backyard)]

**TRADEMARK**  
**REEL: 005611 FRAME: 0791**

**SCHEDULE A**

**Patents**

<u>Owner</u>	<u>Patent</u>	<u>Patent or Patent Application Number</u>	<u>Country of Registration</u>
Backyard Leisure Holdings, Inc.	Play Set Slide	7,662,045	USA
	Play Set Slide	D575,840	
	Play Set Slide	D601,220	
	Adjust Height Slide Base	8,105,173	
	Swing Seat	8,083,600	
	Wood Post Anchoring Base	8,240,097	
	Play System Accessory With Motion-Activated Sound	13/076,273	
	Stand-On Playset Swing	13/092,265	
	Play System Accessory with Sound Modules	13/076,285	
	Convertible Swing Seat	8439447	
	Convertible Swing Seat	13,868,166	
	Interactive Timing System for a Play System	13/092,270	
	Rotating Seat	13/076,342	
	Quick Assembly Children's Playhouse, Playset, and the Like	61/815,138	

[Release of Security Interest in Patents and Trademarks (Backyard)]

**SCHEDULE B**

**Trademarks**

**Backyard Leisure Holdings, Inc. and Home Brands, Inc.**

<u>Owner</u>	<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Country of Registration</u>
Backyard Leisure Holdings, Inc.	BA & Design	2472777	USA
	Tom's Trehouse	2582802	
	Backyard Adventures	2438052	
	Jurassic	2345991	
	Adventure Playsets	2720119	
	Create-N-Adventure	3554884	
	Super Safe Speedy Slide	3699528	
	Adventure Playsets	2720119	
	Backyard Adventures	2438052	
	Quarry Climbers	3857549	
	Expedition	3745356	
	Backyard Botanical	3808014	
	Backyard Discovery	4142975	
	Backyard Discovery	2989363	
	Safe-T-Fuse	3935365	
	Safe-T-Fuse And Design	3935364	
Sounds Like Fun	85/035588		
Backyard Discovery And Design	4129244		
Backyard Adventures And Design	4037458		
Home Brands, Inc.	Yard Built	85/605205	USA
	Sheds USA Delivered Built Guaranteed	2964707	

[Release of Security Interest in Patents and Trademarks (Backyard)]


**SCHEDULE C**

**Installations, Inc.**

**Patents**

<u>Owner</u>	<u>Patent</u>	<u>Patent or Patent Application Number</u>	<u>Country of Registration</u>
Backyard Leisure Holdings, Inc.	QUICK ASSEMBLY CHILDREN'S PLAYHOUSE, PLAYSET, AND THE LIKE	14/260057	USA

**Trademarks**

<u>Owner</u>	<u>Trademark</u>	<u>Serial or Registration Number</u>	<u>Country of Registration</u>
Installations, Inc.	GO CONFIGURE	86/191389	USA
Installations, Inc.	PUTTING IT ALL TOGETHER FOR YOU	86/191405	USA
Installations, Inc.		86/191424	USA

[Release of Security Interest in Patents and Trademarks (Backyard)]