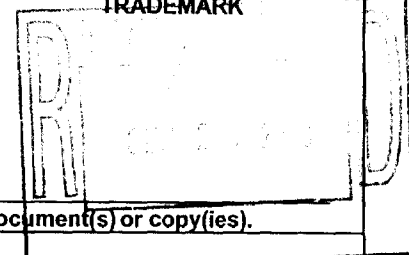


10-20-2000



101493476

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



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

Submission Type

- New 9-25-00
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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

10/18/2000 Citizenship/State of Incorporation/Organization

01 FC:441 40.00 OP
02 FC:442 25.00 OP

FOR OFFICE USE ONLY

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

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text" value="1536513"/>	<input type="text" value="1152544"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

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

Method of Payment:

Enclosed Deposit Account

Deposit Account

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

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

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

Hayley Werner
Name of Person Signing

Hayley Werner
Signature

9/25/00
Date Signed

**TRADEMARK ASSIGNMENT
(USA)**

TRADEMARK ASSIGNMENT dated September 29th, 1995, by and between Lionel Trains, Inc., a Michigan corporation ("Grantor") and Lionel L.L.C., a New York limited liability company ("Grantee").

WHEREAS, Grantor owns all right, title, and interest in, to, and under the trademarks, service marks, and trademark and service mark registrations listed on Schedule 1 annexed hereto (the "Marks"), and the goodwill associated with the Marks; and

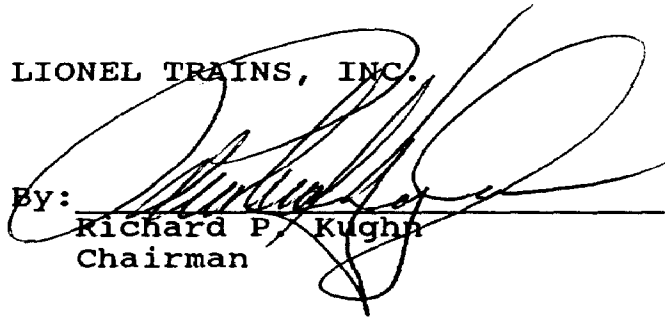
WHEREAS, pursuant to the terms of an Asset Purchase Agreement dated as of August 7, 1995, between Grantor, Richard P. Kughn, and Grantee, Grantor has agreed to transfer, assign, set over, and otherwise convey to Grantee, all right, title, and interest of Grantor in the Marks and the goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby transfer, assign, and otherwise convey to Grantee, all of Grantor's right, title and interest in, to, and under the following:

1. the Marks;
2. all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, or future infringement of the Marks; and
3. the goodwill associated with the Marks.


IN WITNESS WHEREOF, Grantor has caused this Trademark Assignment to be duly executed by its officers thereunto duly authorized as of this 29th day of September, 1995.

LIONEL TRAINS, INC.

By: 
Richard P. Kughn
Chairman

Acknowledged and Agreed to:

LIONEL L.L.C.

By: 
Greg S. Feldman
Managing Partner

STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

On this 28 day of September, 1995, before me personally came Richard P. Kughn, to me personally known and known to me to be the person described in and who executed the foregoing instrument as Chairman of Lionel Trains, Inc. who being by me duly sworn, did depose and say that he resides at One Millrace Court, Dearborn, MI 48126; that he is the Chairman of Lionel Trains, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

JENNIFER S. SCHWALBE
Notary Public, State of New York
No. 0100000004
Qualified in New York County
Commission Expires Sept. 5, 199...7

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 28 day of September, 1995, before me personally came Greg S. Feldman, to me personally known and known to me to be the person described in and who executed the foregoing instrument as Managing Partner of Lionel L.L.C., who being by me duly sworn, did depose and say that he resides at 525 East 80th Street, New York, NY 10021; that he is the Managing Partner of Lionel L.L.C., the limited liability company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said limited liability company by order of its members; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said limited liability company.



Notary Public

JENNIFER S. SCHWALBE
Notary Public, State of New York
No. 01005810904
Qualified in New York County
Commission Expires Sept. 5, 1997

**Registered Trademarks owned directly
by Lionel Trains, Inc.
(USA)**

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	Flip 'N Fire	1,690,318	06/02/92
USA	Posi-Lock	1,536,513	04/25/89
USA	Pullmor	1,152,544	04/28/81
USA	Railscope	1,589,124	03/27/90
USA	Railroad Spike	1,745,185	01/05/93
USA	Design (Railroad Spike)	1,743,917	12/29/92
USA	Trains 'N Truckin	1,070,302	07/26/77
USA	Transuniverse	1,240,505	05/31/83
USA	Revolvers	1,606,531	07/17/90
USA	Revolvers and Design	1,628,447	12/18/90
USA	Revolvers and Design	1,631,752	01/15/91

**Unregistered Trademarks and Trade Names
owned directly by Lionel Trains, Inc.**

Village Trolley Company