



To the Honorable Commissioner of Pa

101826738

original documents or copy thereof.

1. Name of conveying party(ies):

Andrew D. Conway

AD Conway

[X] Individual(s)

General Partnership

Limited Partnership

Corporation

Association

Other

Additional name(s) of conveying party(ies) attached? Yes [X] No

2. Name and address of receiving party(ies)

Name: Racing Champions, Inc.

Internal Address: _____

Street Address: 800 Roosevelt Road, Bldg. C, Suite #320

City: Glen Ellyn State: IL Zip: 60137

Individual(s) citizenship _____

Association _____

General Partnership

Limited Partnership

[X] Corporation

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes [x] No

3. Nature of conveyance:

[X] Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: February 23, 2001

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/817,696

B. Trademark Registration No.(s)

Additional numbers attached? Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Daniel E. Kattman, Esq.

Internal Address: Suite 2100

Street Address: 1000 North Water Street

City: Milwaukee State: WI Zip: 53202-3186

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$40.00

[X] Enclosed

Authorized to be charged to deposit account

[X] Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:

18-0882

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Daniel E. Kattman

Name of Person Signing

Daniel E. Kattman

Signature

August 22, 2001

Date

Total number of pages including cover sheet, attachments, and document: [3]

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Mall documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, effective as of the ___ day of February, 2001, is between ANDREW D. CONWAY an individual residing at in the State of Illinois ("Assignor"), and RACING CHAMPIONS, INC., a Delaware corporation having its principal place of business at 800 Roosevelt Road, Bldg. C, Suite #320, Glen Ellyn, IL 60137 ("Assignee").

RECITALS

A. Assignor is the owner of trademark application Serial No. 75/817,696 on RAGING CHAMPIONS for use in connection with a board game or electronic version utilizing a tournament format where the playing pieces are either teams or individual characters (the "Trademark").

B. Assignee has opposed registration of the Trademark because Assignor's use of the Trademark is likely to cause confusion, or to cause mistake, or to deceive consumers as to the source of Assignor's goods and/or services, such opposition filed on October 12, 2000 and given Opposition No. 120,785 ("Opposition Proceeding").

C. Assignor desires to assign all its right, title and interest in the Trademark to Assignee and Assignee desires to accept such assignment.

AGREEMENTS

In consideration of the recitals and mutual agreements that follow and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee and Assignor agree as follows:

1. Assignment of Trademarks. Assignor assigns and contributes to Assignee all right, title and interest worldwide in and to the Trademark, including without limitation any common-law rights and registrations that may result from the application or use of the Trademark, along with all of the goodwill associated with the Trademark.
2. Assignment of Accrued Enforcement Rights. Assignor assigns and contributes to the Assignee any causes of action for infringement of the Trademark that may have accrued prior to the execution date of this Agreement.
3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (a) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the

Trademark or any other intellectual property assigned pursuant to this Assignment, and (b) in the implementation or perfection of this Assignment, all at Assignor's expense. Assignor agrees that he shall not assist or encourage, through action or inaction, any challenge to the validity, enforceability or ownership of the Trademark assigned hereby.

4. Dismissal of Opposition Proceeding. In consideration of execution of this Trademark Assignment and a Trademark License agreement agreed upon by both parties, Assignee will dismiss the Opposition Proceeding without prejudice and without costs to either party within 20 days after Assignee submits this Assignment and a Statement of Use for the application for the Trademark.

5. Representations and Warranties. Assignor expressly represents and warrants that (i) to the best of his knowledge, no third party other than Assignee has any right, title or interest in the Trademark; (ii) Assignor has taken no actions which adversely affect Assignee's rights under this Agreement; (iii) Assignor has not executed any assignments, sales, agreements, liens, mortgages, or encumbrances that effect the Trademark; and (iv) Assignor has the right to execute and enter into this Agreement, to perform its obligations hereunder, and to assign the Trademark and all other rights transferred hereunder. Assignee represents and warrants that it has the power to enter into this Agreement and perform the obligations assumed hereunder.

6. Acceptance. Assignee accepts all of the foregoing assignments.

IN WITNESS WHEREOF, we have hereunto set our hands and seal.

For ASSIGNOR:

For ASSIGNEE:

ANDREW D. CONWAY

RACING CHAMPIONS, INC.

BY  8/23/01
Andrew D. Conway

BY 
Curt Stoelting, Vice President