

05-02-2002



To the Honorable Commissioner of

102075164

ned original documents or copy thereof.

1. Name of conveying party(ies): 4-22-02

WACHOVIA BANK, NATIONAL ASSOCIATION,  
successor by merger to FIRST UNION NATIONAL  
BANK, as administrative Agent

- Individual(s)
- General Partnership
- Corporation
- Association
- Other National Banking Association

Additional name(s) of conveying party(ies) attached? Yes  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 \_\_\_\_\_

3. Nature of conveyance:

- Assignment
- Release of Security Interest
- Change of Name
- Other

Execution Date: April 3, 2002

- General Partnership
- Limited Partnership
- Corporation - Illinois
- 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  No

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

A. Trademark Application No.(s)  
75/658,623    75/658,620  
75/658,058    75/399,084

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Kent A. Lee, Esq.

Internal Address: Suite 2100

Street Address: Reinhart Boerner Van Deuren s.c.  
1000 North Water Street, Suite 2100

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: ..... 4

7. Total fee (37 CFR 3.41) ..... \$115.00

- Enclosed
- Authorized to be charged to deposit account
- 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)

05/01/2002 DBYRME 00000191 75650623

01 FC: 41    40.00 DP  
02 FC: 42    75.00 DP

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.*

Kent A. Lee

Name of Person Signing

Signature

April 11, 2002

Date

Total number of pages including cover sheet, attachments, and document: [12]

12-21-1999



101226464

DEC 2

MJD 12.2.99

SHEET

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

Submission Type

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

Conveyance Type

- Assignment  License
- Security  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other  Notice of Grant of Security Interest

Effective Date  
Month Day Year  
8/30/99

Conveying Party

Mark if additional names of conveying parties attached

Name  Racing Champions, Inc.

Execution Date  
Month Day Year  
8/30/99

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name  First Union National Bank, as Administrative Agent

DBA/AKA/TA

Composed of

Address (line 1)  301 South College Street

Address (line 2)  One First Union Center, TW-9

Address (line 3)  Charlotte  NC  28202

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Association

Other  National Banking Association

Citizenship/State of Incorporation/Organization

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.)

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 Practices. 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

12/17/1999 DNGUYEN 00000156 75650623

01 FC:481  
02 FC:482

DURI246566\_1

40.00 OP  
75.00 OP

TRADEMARK  
REEL: 002497 FRAME: 0033

**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" value="75/658,623"/>	<input type="text" value="75/399,084"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/658,620"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/658,058"/>	<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 (any deficiency)  
 (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 above.

Mark D. Webbink  11/24/99  
 Name of Person Signing Signature Date Signed

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of August 30, 1999 (the "Security Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and First Union National Bank, as Administrative Agent (the "Administrative Agent") for the lenders referenced therein (the "Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Administrative Agent for the ratable benefit of the Lenders:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
	See attached schedule	

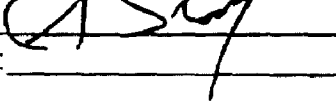
Trademark Applications

<u>Trademark Applications No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Applications</u>
	See attached schedule	

The Obligors and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

RACING CHAMPIONS, INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted:

FIRST UNION NATIONAL BANK,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Obligors and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

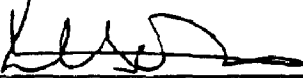
Very truly yours,

RACING CHAMPIONS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted:

FIRST UNION NATIONAL BANK,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: KENT DAUS  
Title: VICE PRESIDENT

**Racing Champions, Inc.**  
**(Delaware Corporation)**

**U.S. Trademarks**

**Pending Applications**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>
LOWRIDER	75-658,623	3/11/99
UNDER THE LIGHTS	75-658,620	3/11/99
BURNING RUBBER	75-658,058	3/11/99
HOT COUNTRY STEEL	75-399,084	12/2/97

RELEASE AND REASSIGNMENT OF  
TRADEMARKS AS SECURITY

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of August 30, 1999 (the "Trademarks Assignment"), Racing Champions, Inc., an Illinois corporation, (the "Company") granted a security interest in the Trademarks described on Schedule A attached to the Trademarks Assignment (the "Trademarks") to First Union National Bank, as contractual representative for certain financial institutions (the "Administrative Agent"), to secure the payment and performance by the Company of its obligations to such financial institutions; and

WHEREAS, the Trademarks Assignment was recorded in the Assignment Branch, United States Patent and Trademark Office, on December 2, 1999, located on Reel 002002, Frame 0076-0082, a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Administrative Agent does hereby terminate its security interest in, and reassign and reconvey to the Company, the Trademarks and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable thereunder or with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all of the Company's rights corresponding thereto throughout the world.

Dated: April 3, 2002

WACHOVIA BANK, NATIONAL ASSOCIATION,  
successor by merger to  
FIRST UNION NATIONAL BANK, as Administrative  
Agent

By: 

Kent Davis  
Managing Director

Signature Page  
Trademark Release and Reassignment

**TRADEMARK**  
**REEL: 002497 FRAME: 0039**



STATE OF NORTH CAROLINA    )  
  ) SS  
COUNTY OF MECKLENBURG    )

The foregoing Release and Reassignment of Trademarks as Security was acknowledged before me this \_\_\_\_ day of April 2002, by Kent Davis, a Managing Director of Wachovia Bank, National Association, successor by merger to First Union National Bank, a national bank, on behalf of such bank



\_\_\_\_\_  
Notary Public

My commission expires: 9-28-2004

EXHIBIT A  
to  
Release and Reassignment of  
Trademarks as Security

dated as of April \_\_, 2002

Recorded Trademark Security Agreement

Attached