



03-05-2003



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0047 (Rev. 10/30/2005)
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 2-27-03
RM ACQUISITION SUB, LLC
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other LIMITED LIABILITY COMPANY
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: LASALLE BUSINESS CREDIT, LLC
Internal
Address: ASSET BASED LENDING - 425
Street Address: 135 S. LASALLE STREET
City: CHICAGO State: IL Zip: 60603
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other LIMITED LIABILITY COMPANY
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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other TRADEMARK SECURITY AGREEMENT
Execution Date: NOVEMBER 15, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
SEE ATTACHED
Additional number(s) attached Yes No

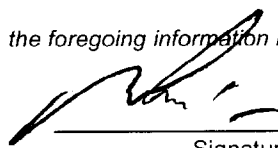
6. Total number of applications and registrations involved: 46

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: TANYA M. COBB
Internal Address: ASSET BASED LENDING - 425
Street Address: 135 SOUTH LASALLE ST
City: CHICAGO State: IL Zip: 60603

7. Total fee (37 CFR 3.41).....\$ 1,165.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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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.
RICHARD PIERCE  2/26/03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 27

03/04/2003 MUELLER 00009172 75832256
01 PD:ASPP 40.00 OP
02 PD:ASPP 1125.00 OP

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

TRADEMARK
REEL: 002660 FRAME: 0465

Revell-Monogram Trademarks (Part I)

Country	Trademark	Registration Number	Serial Number
Argentina	Monogram & Design	1490504	1833002
Argentina	Revell	1,744,021	2,069,823
Australia	Monogram	173,543	
Australia	Monogram & Design	B295829	295829
Australia	Revell	730838	730838
Australia	Revell & Design	321550	321550
Austria	Revell	81319	1843/75
Austria	Revell & Design	89819	2135/78
Benelux	Monogram & Design	2563	503087
Benelux	Revell	57201	10528
Benelux	Revell & Design	353398	626054
Brazil	Revell	2617994	286883
Brazil	Revell & Design	006953310	3031678
Canada	Creative Masters LTD	TMA362652	0618059
Canada	Digger Dan's	TMA306342	0522917
Canada	Monogram	TMA139563	0277701
Canada	Monogram	TMA387960	0637082
Canada	Monogram & Design	TMA222661	0399265
Canada	Revell	TMA111557	0229832
Canada	Revell & Design	TMA241421	0428986
Canada	Snap Tite	TMA197309	0352982
Canada	Snaptite & Design	TMA419311	0713495
Chile	Revell	390308	204114
China	Revell	768673	93125879
China	Revell & Design	768674	93125880
Colombia	Revell	70211	239124
Colombia	Revell & Design	102070	192322
Czech Republic	Revell	162721	162721
Czech Republic	Revell & Design	164086	164086
Denmark	Monogram	VR 672 1971	VA 721 1969
Denmark	Revell	VR 1908 1977	VA 3255 1975
Denmark	Revell & Logo	VR 2169 1992	VA 2446 1991
Ecuador	Revell	3996/90	17784
Ecuador	Revell & Design	1469/80	94780
European Community	Model Set		
Finland	Monogram & Design	57389	
Finland	Revel & Design	48009	65764
Finland	Revell & Design	85792	376478
France	Backroad Racers	93/485885	93/485885
France	European Racers	93/485883	93/485883
France	Monogram & Design	1346340	785958
France	Revell & Design	1540731	949901
Germany	Monogram & Design	955002	41690
Germany	Revell	689559	R 07839
Germany	Revell & Design	983953	R 35474
Great Britain	Battle Links	1413817	1413817
Great Britain	Monogram	1031807	1031807
Great Britain	Revell Easy Kit	2164058	2164058
Great Britain	Trans AM	1,364,852	1364852

Revell-Monogram Trademarks (Part I)

Country	Trademark	Registration Number	Serial Number
Greece	Revell	66256	66256
Greece	Revell & Design	66266	66266
Hong Kong	Monogram	1402/1966	78466
Hong Kong	Revell	685/1955	685/1955
Hong Kong	Revell & Design	B20/1985	163878
Iceland	Revell	336/1980	172/1980
Iceland	Revell & Design	337/1980	173/1980
India	Revell & Design	400841	400841
Ireland	Revell	B100494	1190/80
Ireland	Revell & Design	B100495	1191/80
Israel	Revell	40563	40563
Israel	Revell & Design	46476	46476
Italy	Revell	725878	95003885
Italy	Revell & Design	360307	98 4313
Japan	Monogram	574855	203241/1991
Japan	Monogram & Design	1971999	40558/1984
Japan	Revell	1365040	12282/73
Japan	Revell & Design	1520067	705548/1992
Japan	Revell & Design	1602530	725572/1993
Japan	Snaptite	1619404	83008/1980
Korea	Monogram	49896	
Korea	Monogram & Design	51719	
Korea	Revell	295409	93-12407
Lebanon	Revell	54328	
Liechtenstein	Revell	5050	5050
Malaysia	Revell	MBO38957	38957
Mexico	Monogram	126744	
Mexico	Monogram & Design	209064	
Mexico	Revell & Design	222906	129557
Mexico	Snap Tite & Design	199355	
New Zealand	Monogram	112706	
New Zealand	Monogram & Design	115276	
New Zealand	Revell	107877	107877
New Zealand	Revell & Design	124858	124858
Nicaragua	Revell	11899	11899
Norway	Monogram	56456	
Norway	Revell	114054	793580
Norway	Revell & Design	114300	793581
Peru	Revell	78359	136826
Peru	Revell & Design	34253	35300
Philippines	Revell & Design	34050	36517
Poland	Revell	53829	Z74377
Portugal	Monogram	190079	
Portugal	Revell	189925	189925
Puerto Rico	Revell	19754	19754
Saudi Arabia	Revell	154/89	2890
Singapore	Monogram	T66/397291	
Singapore	Revell	31928	31928
Singapore	Revell & Design	77181	77181

Revell-Monogram Trademarks (Part I)

Country	Trademark	Registration Number	Serial Number
South Africa	Monogram & Design	65/2706	
South Africa	Monogram & Design	76/1762	
South Africa	Revell	97/10014	97/10014
South Africa	Revell & Design	78/4197	784197
Spain	Monogram	341,870	
Spain	Revell	293155	293155
Spain	Revell & Design	875990	875990
Sweden	Monogram	134,289	
Sweden	Revell & Design	172089	78-4158
Sweden	Revelli	226904	8906834
Switzerland	Lap Snaps	369,811	845
Switzerland	Monogram	349,064	5207
Switzerland	Revell	276078	276078
Switzerland	Revell & Design	296648	296648
Taiwan	Monogram	81,066	
Taiwan	Monogram & Design	85532	
Taiwan	Revell	630791	82020010
Thailand	Revell	KOR31205	284582
Thailand	Revell & Design	KOR32637	288596
United States	4XForce	2,565,808	75/832,256
United States	Ace Ratchet		75/794,437
United States	All Terrain Pain	2,468,456	75/832,257
United States	Bad Medicine		76/428,712
United States	Badman		76/428,711
United States	Beer Wagon		76/428,704
United States	Big Duece		76/428,707
United States	Big T		76/428,706
United States	Boothill Express		76/428,705
United States	Boss Mustang		76/428,717
United States	Build It. And It's Yours!		75/736,818
United States	California Street Vette		76/428,709
United States	Cop Out	0,980,964	72/454,981
United States	Creative Masters LTD	1,547,540	73/763,508
United States	Decal Depot	2,092,042	75/035,877
United States	Dingo		75/863,589
United States	Doc		76/297,548
United States	Garbage Truck		76/428,703
United States	Ice T		76/428,713
United States	Krusher	1,157,476	73/235,291
United States	Lil Coffin		76/428,702
United States	LI'L Coffin	0,802,615	72/207,637
United States	Monogram	0,768,144	72/168,521
United States	Monogram	0,779,589	72/184,490
United States	Monogram & Design	1,057,800	73/090,334
United States	Orange Crate		76/428,716
United States	Paddy Wagon		76/428,714
United States	Pie Wagon		76/428,700
United States	Predicta		76/428,708
United States	Pro Modeler	2,086,973	75/035,113

Revell-Monogram Trademarks (Part I)

Country	Trademark	Registration Number	Serial Number
United States	Profinish	2,356,255	75/585,533
United States	Quadzilla	1,332,353	73/491,878
United States	R.A.M.S. Rebuildable...	2,518,277	75/786,610
United States	R.A.M.S. Squad	2,523,226	75/786,607
United States	Red Baron	0,860,955	72/293,161
United States	Red Baron		76/428,710
United States	Revell	1,363,578	73/529,635
United States	Revell & Design	1,136,325	73/179,423
United States	Revell & Design	0,652,342	71/696,588
United States	Rommels Rod		76/428,701
United States	SnapTite & Design	1,057,799	73/090,333
United States	Snaptite & Design	0,921,506	72/374,622
United States	Spy Sportster		75/794,438
United States	Uncertain T		76/428,715
United States	Vicious Cycle	2,493,964	75/863,588
United States	Wave Warrior		75/832,255
Uruguay	Revell & Design	312462	225072
Venezuela	Revell	32096	102455
Venezuela	Revell	81060-F	5705
Venezuela	Revell & Design	106615-F	4265-80
Yugoslavia	Revell	24490	Z-214/75
Yugoslavia	Revell & Design	27067	Z-811-78

Revell-Monogram and Revell AG Trademarks (Part II)

Property Type	Title / Mark	Internal Ref	Country	Application No	Date Filed	Registration No	Registered Date	Status	Owner
Trademark	Revell Logo (ohne Revell, farbige)	MREV-092-EM	Europäische Marke	25/80418	10-Jan-02			pending	Revell Aktiengesellschaft
Trademark	MODEL SET (Verpackung)	MREV-091-DE	Germany	301685479	29-Nov-01			pending	Revell Aktiengesellschaft
Trademark	MODEL SET (Wort /Bildmarke)	MREV-090-DE	Germany	30168546	29-Nov-01			pending	Revell Aktiengesellschaft
Trademark	MODEL SET	MREV-089-DE	Germany	301685487	29-Nov-01			pending	Revell Aktiengesellschaft
Trademark	Revell	MREV-087-DE	Germany	301465208	7-Aug-01			pending	Revell Aktiengesellschaft
Trademark	alphaAgents	MREV-081-IRM	IR Marke	757674	26-Apr-01	757674	26-Apr-01	registered	Revell Aktiengesellschaft
Trademark	MagicFlight (BI)	MREV-082-IRM	IR Marke	757552	6-Apr-01	757552	6-Apr-01	registered	Revell Aktiengesellschaft
Trademark	TECHNO RAIDERS	MREV-080-IRM	IR Marke	757675	26-Apr-01	757675	26-Apr-01	registered	Revell Aktiengesellschaft
Trademark	Roller Baron	MREV-086-DE	Germany	301083452	8-Feb-01	30108345	26-Oct-01	registered	Revell Aktiengesellschaft
Trademark	MagicFlight (BI)	MREV-082-DE	Germany	300636856	14-Nov-00	30063685	22-Jan-01	registered	Revell Aktiengesellschaft
Trademark	alphaAgents (farbig, BI)	MREV-081-DE	Germany	3006098032	2-Nov-00	30060983	6-Apr-01	registered	Revell Aktiengesellschaft
Trademark	Techno Raiders (farbig, BI)	MREV-080-DE	Germany	300609864	2-Nov-00	30060984	6-Apr-01	registered	Revell Aktiengesellschaft
Trademark	FRIBA PUCK	MREV-079-DE	Germany	300567111	31-Jul-00			pending	Revell Aktiengesellschaft
Trademark	POWER ACES	MREV-075-IRM	IR Marke	745709	21-Jun-00	745709	21-Jun-00	registered	Revell Aktiengesellschaft
Trademark	Planschy	MREV-071-IRM	IR Marke	732846	12-Apr-00	732846	12-Apr-00	registered	Revell Aktiengesellschaft
Trademark	POWER ACES (BI)	MREV-075-DE	Germany	39984958	23-Dec-99	39984958	14-Mär-00	registered	Revell Aktiengesellschaft
Trademark	Girls Atelier (W/O)	MREV-074-DE	Germany	399798021	16-Dec-99	39979802	13-Jan-00	registered	Revell Aktiengesellschaft
Trademark	Girls Atelier (W/O/BI, farbige)	MREV-072-DE	Germany	399761829	2-Dec-99	39976182	24-Mär-00	registered	Revell Aktiengesellschaft
Trademark	Planschy	MREV-071-DE	Germany	399695273	5-Nov-99	39969527	9-Dec-99	registered	Revell Aktiengesellschaft
Trademark	Moby Mkos (BI)	MREV-069-IRM	IR Marke	719665	29-Jul-99	719665	29-Jul-99	registered	Revell Aktiengesellschaft
Trademark	Talento	MREV-058-IRM	IR Marke	718967	21-Jul-99	718967	21-Jul-99	registered	Revell Aktiengesellschaft

Revell-Monogram and Revell AG Trademarks (Part II)

Property Type	TM# / Mark	Internal Ref	Country	Application No	Date Filed	Registration No	Registered Date	Status	Owner
Trademark	Moby Moos	MREV-057-IRM	IR Marke	719 102	21-Jul-99	719 102	21-Jul-99	registered	Revell Aktiengesellschaft
Trademark	ISABELLA	MREV-056-EM	Europäische Marke	1239193	13-Jul-99	1239193	3-Aug-00	registered	Revell Aktiengesellschaft
Trademark	BORGWARD	MREV-055-EM	Europäische Marke	1239292	13-Jul-99	1239292	16-Oct-00	registered	Revell Aktiengesellschaft
Trademark	easykit	MREV-050-IRM	IR Marke	712 768	26-Apr-99	712 768	26-Apr-99	registered	Revell Aktiengesellschaft
Trademark	easykit	MREV-050-EM	Europäische Marke	1152289	26-Apr-99	1152289	18-Oct-00	registered	Revell Aktiengesellschaft
Trademark	Kil-Pak	MREV-070-DE	Germany	39914480 3	11-Mar-99			pending	Revell Aktiengesellschaft
Trademark	Moby Moos (B) (SM)	MREV-069-DE	Germany	39905904	3-Feb-99	39905804	28-Apr-99	registered	Revell Aktiengesellschaft
Trademark	RENNWAL (B)	MREV-056-IRM	IR Marke	432 028	10-Aug-77	432 028	10-Aug-77	registered	Revell Aktiengesellschaft
Trademark	Talentino	MREV-058-DE	Germany	39903261 9	21-Jan-99	39903261	25-Feb-99	registered	Revell Aktiengesellschaft
Trademark	Moby Moos	MREV-057-DE	Germany	39903262 7	21-Jan-99	39903262	25-Feb-99	registered	Revell Aktiengesellschaft
Trademark	Revell (farbig)	MREV-015-IRMBX	Benelux	616 156	25-Feb-94	616 156	25-Feb-94	registered	Revell Aktiengesellschaft
Trademark	Revell (farbig)	MREV-015-IRMCZ	Czech Republic	616 156	25-Feb-94	616 156	25-Feb-94	registered	Revell Aktiengesellschaft
Trademark	Revell (farbig)	MREV-015-IRMSK	Slovakia	616 156	25-Feb-94	616 156	25-Feb-94	registered	Revell Aktiengesellschaft
Trademark	Revell (farbig)	MREV-015-IRMES	Spain	616 156	25-Feb-94	616 156	25-Feb-94	registered	Revell Aktiengesellschaft
Trademark	Revell (farbig)	MREV-015-IRMPPT	Portugal	616 156	25-Feb-94	616 156	25-Feb-94	registered	Revell Aktiengesellschaft
Trademark	Revell (farbig)	MREV-015-IRMPPL	Poland	616 156	25-Feb-94	616 156	25-Feb-94	registered	Revell Aktiengesellschaft
Trademark	Revell (farbig)	MREV-015-IRM	IR Marke	616 156	25-Feb-94	616 156	25-Feb-94	registered	Revell Aktiengesellschaft
Trademark	ISABELLA	MREV-056-DE	Germany	39901482 9	13-Jan-99	39901482	25-Feb-99	registered	Revell Aktiengesellschaft
Trademark	BORGWARD	MREV-055-DE	Germany	39901481	13-Jan-99	39901481	1-Mar-99	registered	Revell Aktiengesellschaft
Trademark	Revell (schw /w)	MREV-017-IRM	IR Marke	603 870	24-Dec-92	603 870	24-Dec-92	registered	Revell Aktiengesellschaft
Trademark	Revell (schw /w)	MREV-017-IRMBX	Benelux	603 870	24-Dec-92	603 870	24-Dec-92	registered	Revell Aktiengesellschaft

Revell-Monogram and Revell AG Trademarks (Part II)

Property Type	Title / Mark	Internal Ref	Country	Application No	Date Filed	Registration No	Registered Date	Status	Owner
Trademark	Revell (schw /w)	MREV-017-IRM/ES	Spain	603 870	24-Dec-92	603 870	24-Dec-92	registered	Revell Aktiengesellschaft
Trademark	Revell (schw /w)	MREV-017-IRM/PT	Portugal	603 870	24-Dec-92	603 870	24-Dec-92	registered	Revell Aktiengesellschaft
Trademark	Revell (schw /w)	MREV-017-IRM/SK	Slovakia	603 870	24-Dec-92	603 870	24-Dec-92	published	Revell Aktiengesellschaft
Trademark	Revell (schw /w)	MREV-017-IRM/PL	Poland	603 870	24-Dec-92	603 870	24-Dec-92	registered	Revell Aktiengesellschaft
Trademark	Creative MASTERS	MREV-022-FR	France	13777	12-Jul-91	1680918	29-Nov-91	registered	Revell Aktiengesellschaft
Trademark	PAINTERMAN The Colour	MREV-037-DK	Denmark	479594	25-Feb-94	06691-1994	7-Oct-94	registered	Revell Aktiengesellschaft
Trademark	Revell (schw /w)	MREV-017-DK	Denmark	171294	4-Mar-94	04157-1995	30-Jun-95	registered	Revell Aktiengesellschaft
Trademark	Revell (schw /w)	MREV-017B-AU	Australia	625459	21-Mar-94			examination	Revell Aktiengesellschaft
Trademark	Revell (schw /w)	MREV-017A-AU	Australia	625458	21-Mar-94			examination	Revell Aktiengesellschaft
Trademark	Revell Junior	MREV-013-IRM	IR Marke	498 805	26-Jul-85	498 805	26-Jul-85	registered	Revell Aktiengesellschaft
Trademark	Revell METAL (BI)	MREV-024-IRM	IR Marke	R 527 289	10-Aug-88	R 527 289	10-Aug-88	registered	Revell Aktiengesellschaft
Trademark	Revell METAL KIT	MREV-025-IRM	IR Marke	R 527 288	10-Aug-88	R 527 288	10-Aug-88	registered	Revell Aktiengesellschaft
Trademark	PAINTERMAN The Colour of Airbrush	MREV-037-IRM	IR Marke	632 808	19-Jul-94	632 808	19-Jul-94	registered	Revell Aktiengesellschaft
Trademark	Revell (schw /w)	MREV-017A-IE	Ireland	941489	9-Mar-94	164154	9-Mar-94	registered	Revell Aktiengesellschaft
Trademark	Revell (schw /w)	MREV-017-FI	Finland	941070	3-Mar-94	204224	31-Jan-87	registered	Revell Aktiengesellschaft
Trademark	Revell (schw /w)	MREV-017-SE	Sweden	94-2292	2-Mar-94	321975	7-Mar-97	registered	Revell Aktiengesellschaft
Trademark	Revell (schw /w)	MREV-017-EE	Estonia	9400674	21-Mar-94	19433	26-Apr-98	registered	Revell Aktiengesellschaft
Trademark	Revell (schw /w)	MREV-017-LT	Lithuania	ZP-15286	29-Mar-94	28053	2-Jun-98	registered	Revell Aktiengesellschaft
Trademark	Revell (schw /w)	MREV-017-LV	Latvia	M-94-697	22-Mar-94	37918	20-Aug-97	registered	Revell Aktiengesellschaft
Trademark	Revell (schw /w)	MREV-017-NO	Norway	941656	17-Mar-94	175385	18-Jul-98	registered	Revell Aktiengesellschaft
Trademark	easykit (WO/BI)	MREV-050-DE	Germany	39861504 7	26-Oct-98	39861504	19-Nov-98	registered	Revell Aktiengesellschaft

Revell-Monogram and Revell AG Trademarks (Part II)

Property/Type	Title / Mark	Internal Ref	Currency	Application No	Date Filed	Registration No.	Registered Date	Status	Owner
Trademark	LLOYD (WO/BI)	WREV/014-IPM	IP Marke	A4216/98	29-Sep-98	702 803	29-Sep-98	registered	Revell Aktiengesellschaft
Trademark	Alexander TS	WREV/020-IPM	IP Marke	702297	29-Sep-98	702297	29-Sep-98	registered	Revell Aktiengesellschaft
Trademark	PAINTERMAN The Colour of Airbrush	WREV/037-DE	Germany	RS5314/16	25-Feb-94	2071227	13-Jul-94	registered	Revell Aktiengesellschaft
Trademark	Revell ELECTRONIC (WO/BI)	WREV/028-DE	Germany	R47014/9WZ	10-Aug-88	1128707	7-Oct-88	registered	Revell Aktiengesellschaft
Trademark	Revell METAL KIT	WREV/025-DE	Germany	R46389/28	24-Feb-88	1124899	15-Jul-88	registered	Revell Aktiengesellschaft
Trademark	Revell METAL (WO/BI)	WREV/024-DE	Germany	R46389/28	24-Feb-88	1124800	15-Jul-88	registered	Revell Aktiengesellschaft
Trademark	Creative MASTERS	WREV/022-DE	Germany	39407316 9	17-Dec-94	39407316	5-Dec-95	registered	Revell Aktiengesellschaft
Trademark	Revell ELECTRONIC	WREV/021-DE	Germany	R46387/9	24-Feb-88	1121687	5-May-88	registered	Revell Aktiengesellschaft
Trademark	Alexander TS	WREV/020-DE	Germany	39818582 7	7-Apr-98	39818582	14-May-98	registered	Revell Aktiengesellschaft
Trademark	isikit	WREV/018-DE	Germany	39800002 3	17-Oct-88	39800002	5-Nov-98	registered	Revell Aktiengesellschaft
Trademark	Revell (schw /w)	WREV/017-DE	Germany	RS2572/26	30-Jun-92	2028499	14-Dec-92	registered	Revell Aktiengesellschaft
Trademark	Revell (Logo, WO/BI)	WREV/016-DE	Germany	RS5625/16	30-May-94	2911088	18-Aug-95	registered	Revell Aktiengesellschaft
Trademark	Revell (Rank)	WREV/015-DE	Germany	RS3584/28	27-Feb-83	2051804	14-Dec-93	registered	Revell Aktiengesellschaft
Trademark	LLOYD (WO/BI)	WREV/014-DE	Germany	39818591 9	7-Apr-98	39818591	14-May-98	registered	Revell Aktiengesellschaft
Trademark	Revell Junior	WREV/013-DE	Germany	R41858/16	16-Jan-84	1079378	11-Jul-85	registered	Revell Aktiengesellschaft
Utility Model	Behälter	WREV/045-FR	France	9111790	20-Sep-91	2887017	4-Sep-92	registered	Revell Aktiengesellschaft
Utility Model	Behälter	WREV/045-DE	Germany	G9013390 0	21-Sep-90	G9013390 0	29-Nov-90	registered	Revell Aktiengesellschaft
Design	MODEL SET	WREV/088-DE	Germany	40110537 7	29-Nov-01			Mod	Revell Aktiengesellschaft
Design	Zusammensteckbares Spielzeug	WREV/088-AT	Austria	2839/99, 2850/99	3-Aug-99	37360 - 37379	20-Nov-99	registered	Revell Aktiengesellschaft
Design	Moosgummi-Projekt	WREV/088-INT	Internationaler Geschmacksmuster	DM/049733	2-Aug-99	DM/049733	2-Aug-99	registered	Revell Aktiengesellschaft
Design	Moosgummi-Projekt	WREV/088-DE	Germany	48901319	3-Feb-99	48901319	4-Aug-99	published	Revell Aktiengesellschaft

Revell-Monogram and Revell AG Trademarks (Part II)

Property Type	Title / Mark	Internal Ref	Country	Application No	Date Filed	Registration No	Registered Date	Status	Owner
Design	Container with Cap	MREV-047-GB	United Kingdom	2013289	27-Feb-91	2013289	22-Sep-90	registered	Revell Aktiengesellschaft
Design	Klebstoff-Auftragskose	MREV-041-INT	Internationales Geschmacksmuster	DM007 627	14-Oct-86	DM007 627	23-Jan-87	registered	Revell Aktiengesellschaft
Design	Adhesive Applicator	MREV-041-GB	United Kingdom		15-Apr-86	1037341	15-Apr-86	registered	Revell Aktiengesellschaft
Design	Behälter f Ulenstifen z Farbauftrag	MREV-054-INT	Internationales Geschmacksmuster	DM030200	19-Jul-94	DM030200	14-Oct-94	registered	Revell Aktiengesellschaft
Design	Behälter f Ulenstifen z Farbauftrag	MREV-054B-AT	Austria	MLJ2681/94	21-Jul-94	13481	20-Oct-94	registered	Revell Aktiengesellschaft
Design	Behälter f Ulenstifen z Farbauftrag	MREV-054A-AT	Austria	MLJ2680/94	21-Jul-94	13480	20-Oct-94	registered	Revell Aktiengesellschaft
Design	Container	MREV-054B-GB	United Kingdom	2040960	28-Jul-94	2040960	1-Feb-94	registered	Revell Aktiengesellschaft
Design	Paint applicator	MREV-054A-GB	United Kingdom	2040961	28-Jul-94	2040961	1-Feb-94	registered	Revell Aktiengesellschaft
Design	Behälter	MREV-054-DE	Germany	M9400690 9	1-Feb-94	M9400690 9	18-Feb-94	registered	Revell Aktiengesellschaft
Design	Behälter mit Deckel	MREV-047-DE	Germany	M9006356 2	22-Sep-90	M9006356 2	8-Feb-91	registered	Revell Aktiengesellschaft
Design	Behälter mit dazugehörigem Deckel	MREV-046-DE	Germany	M9006703 7	11-Oct-90	M9006703 7	4-Jul-91	registered	Revell Aktiengesellschaft
Design	Spritzstiele	MREV-044-DE	Germany	M9900030 9	3-Jan-98	M9900030 9	24-Apr-98	registered	Revell Aktiengesellschaft
Trademark	ROBOTECH CHANGERS	MREV-052-DE	Germany	R41916/28	19-Apr-84	1071442	12-Dec-84	registered	Revell Incorporated
Trademark	ROBOTECH	MREV-051-DE	Germany	R41914/28	19-Apr-84	1071441	12-Dec-84	registered	Revell Incorporated
Trademark	ROBOTECH DEFENDERS	MREV-040-DE	Germany	R41915/28	19-Apr-84	1094620	6-Aug-86	registered	Revell Incorporated
Trademark	DIGGER DAN'S	MREV-036-DE	Germany	R42019/28	25-May-84	1100942	7-Jan-87	registered	Revell Incorporated
Design	Klebstoffbehälter	MREV-041-DE	Germany	MRS69	15-Apr-86	MRS69	5-May-86	registered	Revell Plastics GmbH
Trademark	Revell ELECTRONIC	MREV-026-GB	United Kingdom	1372626	10-Aug-86	1372626	10-Aug-86	registered	REVELL-MONOGRAM, Inc
Trademark	Revell QUICK STICK	MREV-034-GB	United Kingdom	1160726	4-Sep-81	1160726	4-Sep-81	registered	REVELL-MONOGRAM, Inc
Trademark	Revell (schw /w)	MREV-017D-GB	United Kingdom	1522542	30-Jun-92	1522542	30-Jun-92	registered	REVELL-MONOGRAM, Inc
Trademark	Revell (schw /w)	MREV-017C-GB	United Kingdom	1522541	30-Jun-92	1522541	30-Jun-92	registered	REVELL-MONOGRAM, Inc

Revell-Monogram and Revell AG Trademarks (Part II)

Property Type	Title / Mark	Internal Ref	Country	Application No	Date Filed	Registration No	Registered Date	Status	Owner
Trademark	Revell (schw /w)	MREV-017B-GB	United Kingdom	1505619	1-Jul-92	1505619	1-Jul-92	registered	REVELL-MONOGRAM, Inc
Trademark	Revell (schw /w)	MREV-017A-GB	United Kingdom	1505618	1-Jul-92	1505618	1-Jul-92	registered	REVELL-MONOGRAM, Inc
Trademark	MONOGRAM	MREV-039-DE	Germany	M41690	3-May-76	955002	17-Feb-77	registered	REVELL-MONOGRAM, Inc
Trademark	Revell (schw /w)	MREV-036-DE	Germany	R35474/26	23-Aug-76	903953	15-Nov-76	registered	REVELL-MONOGRAM, Inc
Trademark	REVELL	MREV-032-DE	Germany	R7839	12-Apr-55	668259	12-Apr-56	registered	REVELL-MONOGRAM, Inc

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this 15th day of November, 2002, by RM Acquisition Sub, LLC, a Delaware limited liability company ("**Borrower**") in favor of LaSalle Business Credit, Inc., with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("**Lender**"):

W I T N E S S E T H

WHEREAS, Borrower and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Financing Agreements. Borrower agrees that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such

additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

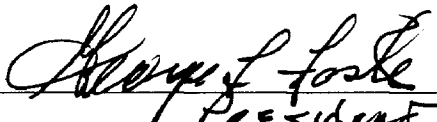
18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

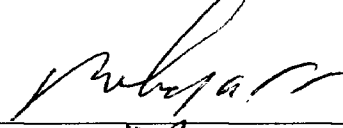
IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

RM ACQUISITION SUB, LLC

By 
Its PRESIDENT

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT,
INC.

By 
Its Vice President

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SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
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TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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Revell-Monogram Trademarks (Part I)

Country	Trademark	Registration Number	Serial Number
South Africa	Monogram & Design	65/2706	
South Africa	Monogram & Design	76/1762	
South Africa	Revell	97/10014	97/10014
South Africa	Revell & Design	78/4197	784197
Spain	Monogram	341,870	
Spain	Revell	293155	293155
Spain	Revell & Design	875990	875990
Sweden	Monogram	134,289	
Sweden	Revell & Design	172089	78-4158
Sweden	Revelli	226904	8906834
Switzerland	Lap Snaps	369,811	845
Switzerland	Monogram	349,064	5207
Switzerland	Revell	276078	276078
Switzerland	Revell & Design	296648	296648
Taiwan	Monogram	81,066	
Taiwan	Monogram & Design	85532	
Taiwan	Revell	630791	82020010
Thailand	Revell	KOR31205	284582
Thailand	Revell & Design	KOR32637	288596
United States	4XForce	2,565,808	75/832,256
United States	Ace Ratchet		75/794,437
United States	All Terrain Pain	2,468,456	75/832,257
United States	Bad Medicine		76/428,712
United States	Badman		76/428,711
United States	Beer Wagon		76/428,704
United States	Big Duece		76/428,707
United States	Big T		76/428,706
United States	Boothill Express		76/428,705
United States	Boss Mustang		76/428,717
United States	Build It. And It's Yours!		75/736,818
United States	California Street Vette		76/428,709
United States	Cop Out	0,980,964	72/454,981
United States	Creative Masters LTD	1,547,540	73/763,508
United States	Decal Depot	2,092,042	75/035,877
United States	Dingo		75/863,589
United States	Doc		76/297,548
United States	Garbage Truck		76/428,703
United States	Ice T		76/428,713
United States	Krusher	1,157,476	73/235,291
United States	Lil Coffin		76/428,702
United States	L'l Coffin	0,802,615	72/207,637
United States	Monogram	0,768,144	72/168,521
United States	Monogram	0,779,589	72/184,490
United States	Monogram & Design	1,057,800	73/090,334
United States	Orange Crate		76/428,716
United States	Paddy Wagon		76/428,714
United States	Pie Wagon		76/428,700
United States	Predicta		76/428,708
United States	Pro Modeler	2,086,973	75/035,113

Revell-Monogram Trademarks (Part I)

Country	Trademark	Registration Number	Serial Number
United States	Profinish	2,356,255	75/585,533
United States	Quadzilla	1,332,353	73/491,878
United States	R.A.M.S. Rebuildable...	2,518,277	75/786,610
United States	R.A.M.S. Squad	2,523,226	75/786,607
United States	Red Baron	0,860,955	72/293,161
United States	Red Baron		76/428,710
United States	Revell	1,363,578	73/529,635
United States	Revell & Design	1,136,325	73/179,423
United States	Revell & Design	0,652,342	71/696,588
United States	Rommels Rod		76/428,701
United States	SnapTite & Design	1,057,799	73/090,333
United States	Snaptite & Design	0,921,506	72/374,622
United States	Spy Sportster		75/794,438
United States	Uncertain T		76/428,715
United States	Vicious Cycle	2,493,964	75/863,588
United States	Wave Warrior		75/832,255
Uruguay	Revell & Design	312462	225072
Venezuela	Revell	32096	102455
Venezuela	Revell	81060-F	5705
Venezuela	Revell & Design	106615-F	4265-80
Yugoslavia	Revell	24490	Z-214/75
Yugoslavia	Revell & Design	27067	Z-811-78