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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Racing Champions South, Inc.</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Harris Trust and Savings Bank</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>111 West Monroe Street</u></p> <p>City: <u>Chicago</u> State: <u>IL</u> ZIP: <u>60603</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Illinois banking corporation</u>  <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>March 4, 2003</u></p>	

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

<p>A. Trademark Application No.(s) See Schedule A-1</p>	<p>B. Trademark Registration No.(s) See Schedule A-1</p>
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Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: _____</p> <p>Internal Address: _____</p> <p>_____ Federal Research Company, LLC  _____ 1030 15th Street, NW, Suite 920  Street, Washington, DC 20005</p> <p>City: _____ State: _____ ZIP: _____</p>	<p>6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">2</span></p> <p>7. Total fee (37 CFR 3.41)..... <u>\$ 65.00</u></p> <p><input type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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DO NOT USE THIS SPACE

01 FC:8521 Statement and signature. 40.00 DP  
02 FC:8522 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.

Gregory T. Pealer, Paralegal                      Gregory T. Pealer                      March 4, 2003  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 8

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

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>
PRESS PASS (& design)	1,826,922
PRESS PASS (word only)	1,826,923

**PENDING FEDERAL TRADEMARK APPLICATIONS**

NONE

## TRADEMARK COLLATERAL AGREEMENT

This 4<sup>th</sup> day of March, 2003, RACING CHAMPIONS SOUTH, INC., a North Carolina corporation ("*Debtor*"), with its principal place of business and mailing address at 9115 Harris Corners Pkwy, Suite 200, Charlotte, North Carolina 28269, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;


to secure performance of all Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RACING CHAMPIONS SOUTH, INC.

By   
Name: JODY L. TAYLOR  
Title: CHIEF FINANCIAL OFFICER

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS TRUST AND SAVINGS BANK

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

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

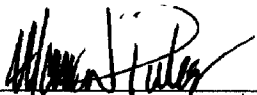
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RACING CHAMPIONS SOUTH, INC.

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

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS TRUST AND SAVINGS BANK

By  \_\_\_\_\_  
Name: MARK W. FIELDS  
Title: VICE PRESIDENT

STATE OF ILLINOIS

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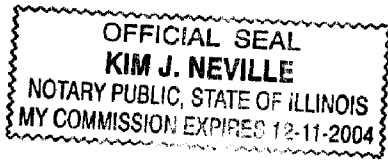
COUNTY OF COOK

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I, Kim J Neville a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jody L Taylor CEO of Racing Champions South, Inc., a North Carolina corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such CEO, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4<sup>th</sup> day of March, 2003.

(NOTARIAL SEAL)



Kim J Neville  
Notary Public

Kim J Neville

(Type or Print Name)

My Commission Expires:

12-11-04

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Wendy A. Jurinek, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARK W. PIEKOS, VICE PRESIDENT of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4<sup>TH</sup> day of MARCH, 2003.

(NOTARIAL SEAL)



My Commission Expires:

October 18, 2003

Wendy A. Jurinek  
Notary Public

Wendy A. Jurinek  
(Type or Print Name)

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

NONE