

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

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

| TRADEMARK | REGISTRATION NUMBER |
|---------------------------------|----------------------------|
| American Muscle | 1,693,779 |
| AMT | 1,875,381 |
| ERTL (for model kits) | 1,080,514 |
| ERTL (for toys) | 986,367 |
| ERTL COLLECTIBLES | 1,979,543 |
| ERTL COLLECTIBLES and DESIGN | 1,979,542 |

PENDING FEDERAL TRADEMARK APPLICATIONS

| TRADEMARK | APPLICATION NUMBER |
|------------------|---------------------------|
| JOYRIDE | 76/338,747 |
| JOYRIDE STUDIOS | 76/338,749 |

TRADEMARK COLLATERAL AGREEMENT

This 4th day of March, 2003, RC ERTL, INC., a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at Highways 136 & 20, Dyersville, Iowa 52040, 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;

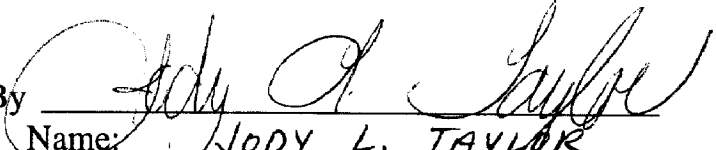
to secure performance of all Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

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.

RC ERTL, INC.

By 
Name: JODY L. TAYLOR
Its: 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: _____
Its: _____

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.

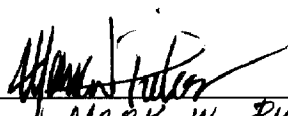
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RC ERTL, INC.

By _____
Name: _____
Its: _____

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. PIEKOS
Its: VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kim J Neville a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jody L Taylor, the CEO RC Ertl, Inc., a Delaware 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 4th day of March, 2003.



(NOTARIAL SEAL)

Kim J Neville
Notary Public

Kim J Neville
(Type or Print Name)

My Commission Expires:

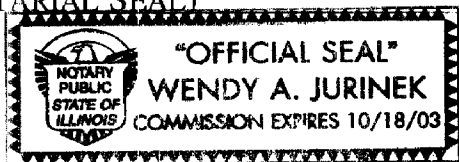
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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 1st 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