



41,7103

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102410466

To the Honorable Commissioner of Patents and Trademarks, the following records are attached original documents or copy thereof.

1. Name of conveying party(ies):
Lionel L.L.C.
23750 Twenty Three Mile Road
Chesterfield, MI 48051-1956

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: PNC Bank, National Association

Internal Address: _____

Street Address: 70 East 55th Street

City: New York State: NY ZIP: 10022

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Financial Institution

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 conveyances:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 27, 2003

4. Application Number(s) or registration number(s):
A. Trademark Application.(s)
SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

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

Name: Federal Research Corporation

Internal Address: _____

Street Address: Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005

City Washingt

6. Total number of applications and registrations involved: 49

7. Total fee (37 CFR 3.41): \$ 1240⁰⁰

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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

04/08/2003 BYRNE 00000053 76006051

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OP FC:8521 40.00 OP
OP FC:8522 1200.00 OP

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

Steven J. Seif, Esq.
Name of Person Signing

Signature

April 3, 2003
Date

Total number of pages including coversheet, attachments and document: 8

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

SCHEDULE A

Schedule A to a Intellectual Property Assignment of Security dated March 27, 2003, by and between Lionel L.L.C. and PNC Bank, National Association, as Agent.

Mark	Serial No.	Reg. No.	Filing Date	Issue Date	Status	Country
YARBOSS	76/006,051		21-Mar-00		ALLOWED	U.S.
RAILSOUNDS	76/395,868		15-Apr-02		PENDING	U.S.
LIONEL ORANGE	76/042,349		5-May-00		PENDING	U.S.
BLUE & ORANGE	76/042,329	2,679,526	26-Apr-01	28-Jan-03	REGISTERED	U.S.
TRAINMASTER	76/387,740		26-Mar-02		PENDING	U.S.
A.C. GILBERT CO.	76/130,680	2,573,105	19-Sep-00	28-May-02	ISSUED	U.S.
RAIL TALES	75/416,675	2,358,213	12-Jan-98	31-Aug-99	ISSUED	U.S.
LITTLE LIONEL	75/428,706	2,373,439	4-Feb-98	1-Aug-00	ISSUED	U.S.
THE LIONEL CORPORATION	75/001,490	2,070,640	4-Oct-95	10-Jun-97	ISSUED	U.S.
JOSH AND JENNIE	75/469,666	2,303,691	5-Jun-98	28-Dec-99	ISSUED	U.S.
LIONEL, BIG RUGGED TRAINS	75/469,019	2,295,314	16-Apr-98	30-Nov-99	ISSUED	U.S.
ODYSSEY	75/469,033	2,482,776	16-Apr-98	28-Aug-01	ISSUED	U.S.
COMMAND READY	880,171		2-Jun-98		PENDING	U.S.
VILLAGE TROLLEY CO.	75/496,667	2,356,615	5-Jun-98	13-Jun-00	ISSUED	U.S.
POWERSTATION POWERHOUSE	75/529,594	2,521,500	3-Aug-98	25-Dec-01	ISSUED	U.S.
LITTLE LIONEL	75/544,028	2,358,587	28-Aug-98	13-Jun-00	ISSUED	U.S.
LIONMASTER	75/637,671	2,494,754	5-Feb-99	2-Oct-01	ISSUED	U.S.

Mark	Serial No.	Reg. No.	Filing Date	Issue Date	Status	Country
L AND DESIGN (LION)	75/636,880	2,314,559	9-Feb-99	1-Feb-00	ISSUED	U.S.
LEGEND	75/337,257		7-Aug-97		PENDING	U.S.
L AMERICAN LEGEND	75/337,171		7-Aug-97		PENDING	U.S.
ZW	75/751,551	2,385,344	15-Jul-99	12-Sep-00	ISSUED	U.S.
STANDARD OF THE WORLD	75/899,926	2,601,928	15-Jul-99	30-Jul-02	ISSUED	U.S.
LIONEL (TOYS)	71/345/968	313,353	12-Jan-34	22-May-34	ISSUED	U.S.
LIONEL KIDDIE CITY	73/275,424	1,234,006	25-Aug-80	5-Apr-83	ISSUED	U.S.
LIONEL LARGE SCALE & DESIGN	73/731,450	1,521,981	31-May-88	24-Jan-89	ISSUED	U.S.
LIONEL PLAYWORLD	73/271,182	1,234,005	21-Jul-80	5-Apr-83	ISSUED	U.S.
MAGNETRACTION	71/599,710	574,511	24-Jun-50	19-May-53	ISSUED	U.S.
POST-LOCK	73/730,281	1,536,513	23-May-88	25-Apr-89	ISSUED	U.S.
TRAINS 'N TRUCKIN	73/096,576	1,070,302	13-Aug-76	26-Jul-77	ISSUED	U.S.
TRANSUNIVERSE	73/378,596	1,240,505	6-Aug-82	31-May-83	ISSUED	U.S.
VILLAGE TROLLEY COMPANY	74/710,045	2,188,051	2-Aug-95	8-Sep-98	ISSUED	U.S.
LIONEL LEGENDS	75/165,146	2,201,888	13-Sep-96	3-Nov-98	ISSUED	U.S.
LIONEL LINES	75/165,078	2,207,490	13-Sep-96	1-Dec-98	ISSUED	U.S.
LIONEL WARHORSE	75/165,077	2,251,680	13-Sep-96	8-Jun-99	ISSUED	U.S.
LIONEL CITY	75/165,147	2,201,889	13-Sep-96	3-Nov-98	ISSUED	U.S.
POWERMASTER	75/165,149	2,207,491	13-Sep-96	1-Dec-98	ISSUED	U.S.
LIONEL LEGENDARY TRAINS AND DESIGNS	75/337,258	2,468,080	7-Aug-97	10-Jul-01	ISSUED	U.S.
L LIONEL SINCE 1900 & DESIGN	75/337,172	2,355,674	7-Aug-97	6-Jun-00	ISSUED	U.S.

Mark	Serial No.	Reg. No.	Filing Date	Issue Date	Status	Country
LIONEL	RM96COO4888	759,311	6-Nov-56	9-Jan-98	ISSUED	U.S.
GILBERT	75/184,254	2,194,149	21-Oct-96	6-Oct-98	ISSUED	U.S.
GILBERT HALL OF SCIENCE	75/184,256	2,194,150	21-Oct-96	6-Oct-98	ISSUED	U.S.
400E	76/088,946	2,549,316	14-Jul-00	19-Mar-02	ISSUED	U.S.
MISCELLANEOUS DESIGN (LION LOGO)	76/216,535	2,641,950	26-Feb-01	29-Oct-92	ISSUED	U.S.
MAGNAVISION	76/278,633	2,651,493	29-Jun-01	19-Nov-02	ISSUED	U.S.
LIONEL SINCE 1900 AND DESIGN	76/387,180	2,680,647	26-Mar-02	28-Jan-03	ISSUED	U.S.
TMCC	76/404,278		6-May-02		PENDING	U.S.
FAT BOY	76/456,910		8-Oct-02		PENDING	U.S.
LIONELVILLE	76/462,705		29-Oct-02		PENDING	U.S.
SUPER O	78/211,834		6-Feb-03		PENDING	U.S.

INTELLECTUAL PROPERTY ASSIGNMENT OF SECURITY

WHEREAS, Lionel L.L.C., a limited liability company formed under the laws of New York, located at 26750 Twenty Three Mile Road, Chesterfield, MI 48051-1956 ("Borrower"), has adopted, used and is using (i) the marks shown in the attached Schedule A (the "Marks") and (ii) the patents and patent applications shown in the attached Schedule B (the "Patents" and collectively with the Marks, the "Intellectual Property"), for which there are registrations, recordings or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A and Schedule B; and

WHEREAS, Borrower is obligated to PNC Bank, National Association ("PNC") and various other financial institutions (collectively, "Lenders") and PNC as agent for Lenders ("Agent") pursuant to a certain (i) Revolving Credit, Term Loan and Security Agreement, dated the date hereof, among Agent, Lenders and Borrower and (ii) Grant of Security Interest in Patents, Trademarks and Licenses, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements");

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefore; and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Patents, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefore.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Intellectual Property, together with the goodwill of the business symbolized by the Marks, and registrations and applications of the Intellectual Property, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: March 21, 2003

Witness:

LIONEL L.L.C.

Maiorne C. Ryan

By: David J. Kass
Name: DAVID J. KASS
Its: VP

Witness:

PNC BANK, NATIONAL ASSOCIATION, as Agent

Maiorne C. Ryan

By: Thomas J. Long
Name:
Its:

STATE OF NY)
 : ss.:
COUNTY OF NY)

On this 25th day of March, 2003, before me personally came DAVID J. KASS, to me known, who, being by me duly sworn, did depose and say that s/he is the V.P. of Lionel L.L.C., the limited liability company described in and which executed the foregoing instrument; and that s/he signed ~~her~~ his name thereto by order of the Management Committee of said company.

Marianne Pryor
Notary Public

MARIANNE C. PRYOR
Notary Public, State of New York
Suffolk County No. 5012316
Certificate Filed in New York County
Commission Expires June 15, 2003

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 25th day of March, 2003, before me personally came Thomas Colantuono to me known, who, being by me duly sworn, did depose and say that s/he is the SR. V.P. of PNC Bank, National Association, the financial institution described in and which executed the foregoing instrument; and that s/he signed ~~her~~ his name thereto by order of the board of directors of said financial institution.

Marianne Pryor
Notary Public

MARIANNE C. PRYOR
Notary Public, State of New York
Suffolk County No. 5012316
Certificate Filed in New York County
Commission Expires June 15, 2003

SCHEDULE B

Schedule B to a Intellectual Poperty Assignment of Security dated March 27, 2003, by and between Lionel L.L.C. and PNC Bank, National Association, as Agent.

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
PUFFING FAN DRIVEN SMOKE UNIT FOR A MODEL TRAIN	6,485,347	11/26/2002
CONTROLLER FOR A MODEL TOY TRAIN SET	6,441,570	8/27/2002
TOY TRAIN TRANSFORMER CONTROLLER	D453,540	2/12/2002
SELECTIVE VOLTAGE MULTIPLIER FOR TOY TRAIN WITH AUDIO SYSTEM	6,215,676	4/10/2001
DRIVE ASSEMBLY FOR MODEL TRAIN	6,186,074	2/13/2001
MODULAR MODEL TRAIN CIRCUIT BOARD ARRANGEMENT	6,014,934	1/18/2000
MODEL TRAIN SET WITH STORAGE MEANS AND VARIABLE TRACK	5,931,099	8/3/1999
COUPLER ARM ASSEMBLY WITH DISTINCT UNCOUPLING DEVICES	5,826,736	10/27/1998
MODEL TRAIN TRUCK ASSEMBLY	5,398,619	3/21/1995
TENDER MOUNTED SOUND SYSTEM FOR TOY STEAM LOCOMOTIVE	4,450,772	5/29/1984