

09-24-2003



102556937

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab settings

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

1. Name of conveying party(ies):

Hobbico, Inc. 9-19-03

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 9/2/2003

2. Name and address of receiving party(ies)

Name: Wells Fargo National Association

Internal

Address:

Street Address: 230 West Monroe Street

City: Chicago State: IL Zip: 60606

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

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 registration number(s):

A. Trademark Application No.(s) 76/389,792

B. Trademark Registration No.(s)

(See attached list)

Additional number(s) attached Yes No

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

Name: Robert Gold

Internal Address: Sachnoff & Weaver, Ltd.

Street Address: 30 South Wacker Drive,

29th Floor

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

31

7. Total fee (37 CFR 3.41) \$ 790

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robert Gold

Name of Person Signing

Signature

9/19/2003

Date

Total number of pages including cover sheet, attachments, and document: 33

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

09/23/2003 ECOOPER 00000069 76389792

01 FC:8521 02 FC:8522

40.00 CP 750.00 CP

TRADEMARK REEL: 002828 FRAME: 0417

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

Registered U.S. Trademarks

Trademark Name	Serial No.	Reg. No.	Reg. Date	Status	Goods
21ST CENTURY	74/147648	1753070		Registered	02: Paint for model airplanes 28: Film and fabric coverings for model airplanes
AIRCORE	74/014860	1659781	8-Oct-91	Registered	20: Reinforced twin-wall plastic composite sheet material
ARROW AND CIRCLE DESIGN (MISC.)	73/444726	1314010	8-Jan-85	Registered	40: Mail order catalog services in the field of audio and video equipment and accessories
ARROW DESIGN	74/454913	1856102	27-Sep-94	Registered	42: Mail order services in the field of radio controlled models
AWARF AND DESIGN	74/115232	1679504	17-Mar-92	Registered	28: Model airplanes
BARGAIN SHOPPER	74/238851	1741264	22-Dec-92	Registered	16: Mail order sales catalog featuring radio controlled models and accessories therefor
DURATRAX	73/717775	1516525	13-Dec-88	Registered	28: Replacement parts used on scale model radio-controlled cars

888005/0014/593743/Version #:3

TRADEMARK
REEL: 002828 FRAME: 0418

Trademark Name	Serial No.	Reg. No.	Reg. Date	Status	Goods
DURATRAX	74/454914	1932538	7-Nov-95	Registered	03: Cleaning preparations for electric motors 04: Fuel for scale model radio-controlled vehicles 07: Electric motors for scale model radio-controlled vehicles, starter boxes for scale model radio-controlled vehicle and soldering jigs 09: Batteries, radio receivers, receiver battery packs, adapters and connectors, all for scaled model radio-controlled vehicles 28: Radio-controlled model car kits comprising plastic, metal and fiberglass parts including but not limited to chassis, bodies, ball-bearings, gear assemblies, joint installations, wheel base and tire assemblies, pinion installations, suspension assemblies, shocks, servo saver assemblies, steering rod assemblies, speed control assemblies, battery connector installations and trim for construction of a radio-controlled vehicles used for recreation or in sports competitions; glue, field bags, wrench sets, fuel bottles and electrical wire, all for scale model radio-controlled vehicle assembly and sold as a unit
ECONOKOTE	73/115492	1086441	28-Feb-78	Registered	22: Plastic covering for model airplanes
FUN SCALE	74/065438	1648927	25-Jun-91	Registered	28: Radio controlled model airplanes
GREAT NEWS	74/238698	1721910	6-Oct-92	Registered	16: Wholesale sales catalog featuring radio controlled models and accessories therefor
GREAT PLANES MODEL DISTRIBUTORS COMPANY	74/238853	1768963	4-May-93	Registered	42: Wholesale distributorship services in the field of radio controlled models and accessories therefore

888005/0014/593743/Version #:3

Trademark Name	Serial No.	Reg. No.	Reg. Date	Status	Goods
GREAT PLANES MODEL DISTRIBUTORS COMPANY AND DESIGN	74/238855	1768605	4-May-93	Registered	16: Catalogs in the field of radio controlled models and accessories therefore 42: Wholesale distributorship services in the field of radio controlled models and accessories therefore
GREAT PLANES MODEL MANUFACTURING COMPANY AND DESIGN	74/238856	1777975	22-Jun-93	Registered	28: Radio controlled airplane models and parts therefor
HOBBICO AND DESIGN	73/653698	1525029	21-Feb-89	Registered	01: Epoxy white glues 07: Fuel pumps for miniature internal combustion engines 08: Hobby razor blades 09: Voltmeters, tachometers, batteries, glow plug clips for miniature internal combustion engines, electrical starts for miniature internal combustion engines, electric battery chargers or rechargers 11: Heat guns to seal shrinking plastic covering sealing irons used to spot-seal plastic covering 28: Carrying cases for model vehicles and accessories therefore (previously referred to as "field boxes")
KYOSHO THE FINEST RADIO CONTROL	73/432502	1301360	23-Oct-84	Registered	09: Chargeable batteries for starting model engines 28: Hobbycraft goods-- namely, motorized model cars, trucks, tractors, motorcycles, racers, karts, buggies, airplanes, boats and parts therefor; radio controls for motor powered models-- namely, transmitters, receivers and accessories therefor; models--namely, airplanes, gliders and boats; model power motor--namely, jet engines, gasoline engines and outboard motors and parts therefor; and starting sets for model engines comprising fuel, battery, booster cords, choking pump and oil adaptors

888005/0014/593743/Version #: 3

Trademark Name	Serial No.	Reg. No.	Reg. Date	Status	Goods
LUSTREKOTE	74/666703	1956610	13-Feb-96	Registered	02: Spray paint used on scale model airplanes
MONOKOTE	72/242686	829408	30-May-67	Registered	22: Adhesive coated plastic film coverings for model airplanes
O.S. (owner: Ogawa Seiki Kabushikikaisha)	73/800700	1599703	5-Jun-90	Registered	28: Model engines
OMNIMODELS	74/328419	1833420	26-Apr-94	Registered	28: Radio-controlled scale model vehicles, airplanes and boats and parts therefore
OMNIMODELS	74/328578	1775615	8-Jun-93	Registered	42: Mail order services in the field of radio-controlled models and accessories therefore
POWER POINT	74/244090	1722179	6-Oct-92	Registered	28: Propellers for radio controlled model airplanes
REALFLIGHT	75/400773	2342181	18-Apr-00	Registered	09: Radio-controlled model aircraft flight simulation software
SPEEDMART	74/238699	1720256	29-Sep-92	Registered	16: Mail order catalog featuring radio controlled model car parts and car accessories
SUPER TIGRE	74/454915	1856850	4-Oct-94	Registered	28: Internal combustion engines for use with motorized model vehicles
TF TOP FLITE AND DESIGN	73/463207	1348981	16-Jul-85	Registered	09: Heating tools for sealing model airplane coverings, namely, sealing irons and trim seal irons 11: Electric hand held heat guns 16: Accessories for model airplanes, namely, trim sheets and decals 28: Model airplane kits and accessories therefor, namely, covering and propellers
THE BLACK BARON AND DESIGN	73/119386	1082618	17-Jan-78	Registered	24: Coated fabric for covering model airplanes

888005/0014/593743/Version #: 3

Trademark Name	Serial No.	Reg. No.	Reg. Date	Status	Goods
TOP FLITE	73/463022	1348979	16-Jul-85	Registered	09: Heating tools for sealing model airplane coverings, namely, sealing irons and trim seal irons 11: Electric hand held heat guns 16: Accessories for model airplanes, namely, trim sheets and decals 28: Model airplane kits and accessories therefor, namely, covering and propellers
TOWER HOBBIES	74/238700	1722832	6-Oct-92	Registered	42: Mail order services in the field of radio controlled models
TOWER TALK	74/238697	1720255	29-Sep-92	Registered	16: Sales catalog featuring radio controlled models and accessories therefore

U.S. Trademark Applications

Trademark Name	Serial No.	Appl. Date	Status	Goods
MICROSIZERS	76/389,792	2-Apr-02	Published	28: Radio controlled cars

888005/0014/593743/Version #.3

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is dated for reference purposes only as of September 2, 2003, by and between Hobbico, Inc., an Illinois corporation, with its principal place of business at 2904 Research Road, Champaign, Illinois 61826 ("**Borrower**"), and Wells Fargo National Association, a national banking association, with its principal place of business at 230 W. Monroe Street, Chicago, Illinois 60606 in its capacity as agent ("**Agent**") for the Lenders' party to and identified in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Credit Agreement dated for reference purposes only as of even date herewith by and between Borrower and Agent (the "**Credit Agreement**"), the Lenders have, subject to the satisfaction of certain conditions precedent, agreed to lend monies and/or make advances, extensions of credit and other financial accommodations (collectively, the "**Loans**") to, on behalf or for the benefit of Borrower; and

WHEREAS, the Lenders have required as a condition, among others, to the making of the Loans to Borrower, in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations, that the Borrower execute and deliver this Agreement to Agent.

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

1. Defined Terms. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Credit Agreement shall have the meanings specified in the Credit Agreement.

2. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

3. Security Interest in Trademarks and Licenses. To secure a prompt, complete and timely payment, performance and satisfaction of all of the Secured Obligations, Borrower hereby grants to Agent, for the benefit of the Lenders, a continuing security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's now owned or existing or hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, internet domain names and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, internet domain names and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and 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, (iii) the right to sue for past, present and future infringements or dilutions thereof, (iv) the goodwill of Borrower's business symbolized by the foregoing and connected therewith and (v) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party in connection with any of the Trademarks or such other party's trademarks and registered trademarks, trademark applications, service marks, registered service marks, service mark applications, trade names and trade styles, to the extent such rights are assignable pursuant to such trademark license agreements or service mark license agreement without invalidating such agreements, whether Borrower is a licensor or licensee under any such license agreement, including without limitation, those license agreements listed on Schedule B attached hereto and made a part hereof, and the right, upon the occurrence and during the continuation of an Event of Default, to prepare and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses, and all books and all records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing (all of the foregoing are hereinafter referred to collectively as the "**Licenses**").

4. New Trademarks and Licenses. Borrower hereby represents and warrants to Agent that (i) Schedule A sets forth all of the Trademarks owned by Borrower as of the date of this Agreement, (ii) Schedule B sets forth all of the Licenses held by Borrower as of the date of this Agreement and (iii) no other liens, claims or security interests have been granted by Borrower to any other Person in such Trademarks and Licenses. Borrower hereby agrees that if, prior to the termination of this Agreement, Borrower shall obtain rights to any new Trademarks, file any application for registration thereof, become entitled to the reissue, division, continuation, renewal, extension or continuation-in-part of any Trademark or Licenses, or enter into any new License, then (i) the provisions of this Agreement shall automatically apply thereto, (ii) Borrower shall promptly furnish written notice thereof to Agent together with information sufficient to permit Agent, upon its receipt of such notice, to modify this Agreement, as appropriate, by amending Schedules A and/or B, as appropriate, and (iii) Borrower shall execute and deliver, with regard to any Trademarks, any agreements, instruments and documents that Agent may reasonably request from time to time to further effect and confirm the assignment and grant of

security interest created by this Agreement in such Trademarks, and Borrower hereby appoints Agent, at all times during the continuance of a Default, its attorney-in-fact to execute, deliver and record any and all such agreements, instruments and documents for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed and such power, being coupled with an interest, shall be irrevocable for so long as this Agreement shall be in effect with respect to Borrower.

5. Royalties. Borrower hereby agrees that the use by Agent of the Trademarks and Licenses as authorized hereunder shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Borrower.

6. Termination of Agent's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Secured Obligations and termination of the Credit Agreement, this Agreement shall terminate. Following such termination, Agent shall, upon the request of Borrower, execute a written release confirming the termination and any and all other documents reasonably requested by Borrower or the United States Patent and Trademark Office or any similar office or agency in any state, province or county, in connection with such termination.

7. Duties of the Borrower. Borrower shall (i) prosecute diligently any Trademark or service mark application, if any, that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) make application on registrable trademarks or service marks as Borrower deems appropriate, and (iii) take all reasonable steps to preserve and maintain all of Borrower's rights in the Registered Trademarks and Licenses whether now existing or hereafter acquired or arising, including, without limitation, making timely filings with regard to registered trademarks or service marks with the United States Patent and Trademark Office or any similar office or agency in any state, province or country or renewals and extensions and diligently monitoring unauthorized use hereof.

8. Agent's Right to Sue. After the occurrence and during the continuation of a Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks or Licenses and, if the Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Agent for all Costs incurred by Agent in the exercise of such enforcement (including, without limitation, reasonable attorneys' fees).

9. Waivers. No course of dealing between Borrower and Agent and no failure or delay on the part of Agent to exercise, or delay in exercising, any right, power or privilege hereunder, under the Credit Agreement or under any other agreement, shall operate as a waiver of any of Agents' rights, powers or partial exercise of any right, power or privilege hereunder, under the Credit Agreement or under any other agreement.

10. Modification. This Agreement may not be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by Borrower and Agent.

11. Cumulative Remedies; Power of Attorney. All of the rights and remedies of Agent with respect to the Trademarks or Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. After the occurrence and during the continuance of a Default, Borrower hereby appoints Agent and all Persons as Agent may designate, in its sole and absolute discretion, as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations shall have been paid in full and all financing arrangements between Agent and Borrower shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Licenses may be located or deemed located.

12. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to Agent, for the benefit of Agent, and its nominees. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower. Borrower shall not assign its obligations hereunder without Agent's prior written consent.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Notices. All notices or other communications required or desired to be served, given or delivered hereunder shall be served, given or delivered and shall be deemed to have been validly served, given or delivered in accordance with Section 13.13 of the Credit Agreement.

15. Duty of Agent. Agent shall not be liable for any actions, omissions, errors of judgment or mistakes of fact or law with respect to the Trademarks or Licenses except as a result of the gross negligence or willful misconduct of Agent. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any action necessary to preserve rights in the Trademarks or Licenses against any other Persons but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Secured Obligations secured hereby.

16. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereby have duly executed this Trademark Security Agreement, dated for reference purposes only as of the ____ day of September, 2003.

Hobbico, Inc., an Illinois corporation

By: William K. Monahan

Title: SR VP - FINANCE

Wells Fargo Bank, National Association, as Agent

By: _____

Title: _____

888005/0014/593743/Version #:3

TRADEMARK
REEL: 002828 FRAME: 0428

IN WITNESS WHEREOF, the parties hereby have duly executed this Trademark Security Agreement, dated for reference purposes only as of the ___ day of September, 2003.

Hobbico, Inc., an Illinois corporation

By: _____

Title: _____

Wells Fargo Bank, National Association, as Agent

By: *Daniel Lee*

Title: *Vice President*

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

Registered U.S. Trademarks

Trademark Name	Serial No.	Reg. No.	Reg. Date	Status	Goods
21ST CENTURY	74/147648	1753070		Registered	02: Paint for model airplanes 28: Film and fabric coverings for model airplanes
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ARROW DESIGN	74/454913	1856102	27-Sep-94	Registered	42: Mail order services in the field of radio controlled models
AWARF AND DESIGN	74/115232	1679504	17-Mar-92	Registered	28: Model airplanes
BARGAIN SHOPPER	74/238851	1741264	22-Dec-92	Registered	16: Mail order sales catalog featuring radio controlled models and accessories therefor
DURATRAX	73/717775	1516525	13-Dec-88	Registered	28: Replacement parts used on scale model radio-controlled cars

888005/0014/593743/Version #: 3

**TRADEMARK
REEL: 002828 FRAME: 0430**

Trademark Name	Serial No.	Reg. No.	Reg. Date	Status	Goods
DURATRAX	74/454914	1932538	7-Nov-95	Registered	03: Cleaning preparations for electric motors 04: Fuel for scale model radio-controlled vehicles 07: Electric motors for scale model radio-controlled vehicles, starter boxes for scale model radio-controlled vehicle and soldering jigs 09: Batteries, radio receivers, receiver battery packs, adapters and connectors, all for scaled model radio-controlled vehicles 28: Radio-controlled model car kits comprising plastic, metal and fiberglass parts including but not limited to chassis, bodies, ball-bearings, gear assemblies, joint installations, wheel base and tire assemblies, pinion installations, suspension assemblies, shocks, servo saver assemblies, steering rod assemblies, speed control assemblies, battery connector installations and trim for construction of a radio-controlled vehicles used for recreation or in sports competitions; glue, field bags, wrench sets, fuel bottles and electrical wire, all for scale model radio-controlled vehicle assembly and sold as a unit
ECONOKOTE	73/115492	1086441	28-Feb-78	Registered	22: Plastic covering for model airplanes
FUN SCALE	74/065438	1648927	25-Jun-91	Registered	28: Radio controlled model airplanes
GREAT NEWS	74/238698	1721910	6-Oct-92	Registered	16: Wholesale sales catalog featuring radio controlled models and accessories therefor
GREAT PLANES MODEL DISTRIBUTORS COMPANY	74/238853	1768963	4-May-93	Registered	42: Wholesale distributorship services in the field of radio controlled models and accessories therefore

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Trademark Name	Serial No.	Reg. No.	Reg. Date	Status	Goods
GREAT PLANES MODEL DISTRIBUTORS COMPANY AND DESIGN	74/238855	1768605	4-May-93	Registered	16: Catalogs in the field of radio controlled models and accessories therefore 42: Wholesale distributorship services in the field of radio controlled models and accessories therefore
GREAT PLANES MODEL MANUFACTURING COMPANY AND DESIGN	74/238856	1777975	22-Jun-93	Registered	28: Radio controlled airplane models and parts therefor
HOBBICO AND DESIGN	73/653698	1525029	21-Feb-89	Registered	01: Epoxy white glues 07: Fuel pumps for miniature internal combustion engines 08: Hobby razor blades 09: Voltmeters, tachometers, batteries, glow plug clips for miniature internal combustion engines, electrical starts for miniature internal combustion engines, electric battery chargers or rechargers 11: Heat guns to seal shrinking plastic covering sealing irons used to spot-seal plastic covering 28: Carrying cases for model vehicles and accessories therefore (previously referred to as "field boxes")
KYOSHO THE FINEST RADIO CONTROL	73/432502	1301360	23-Oct-84	Registered	09: Chargeable batteries for starting model engines 28: Hobbycraft goods-- namely, motorized model cars, trucks, tractors, motorcycles, racers, karts, buggies, airplanes, boats and parts therefor; radio controls for motor powered models-- namely, transmitters, receivers and accessories therefor; models--namely, airplanes, gliders and boats; model power motor--namely, jet engines, gasoline engines and outboard motors and parts therefor; and starting sets for model engines comprising fuel, battery, booster cords, choking pump and oil adaptors

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Trademark Name	Serial No.	Reg. No.	Reg. Date	Status	Goods
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MONOKOTE	72/242686	829408	30-May-67	Registered	22: Adhesive coated plastic film coverings for model airplanes
O.S. (owner: Ogawa Seiki Kabushikikaisha)	73/800700	1599703	5-Jun-90	Registered	28: Model engines
OMNIMODELS	74/328419	1833420	26-Apr-94	Registered	28: Radio-controlled scale model vehicles, airplanes and boats and parts therefore
OMNIMODELS	74/328578	1775615	8-Jun-93	Registered	42: Mail order services in the field of radio-controlled models and accessories therefore
POWER POINT	74/244090	1722179	6-Oct-92	Registered	28: Propellers for radio controlled model airplanes
REALFLIGHT	75/400773	2342181	18-Apr-00	Registered	09: Radio-controlled model aircraft flight simulation software
SPEEDMART	74/238699	1720256	29-Sep-92	Registered	16: Mail order catalog featuring radio controlled model car parts and car accessories
SUPER TIGRE	74/454915	1856850	4-Oct-94	Registered	28: Internal combustion engines for use with motorized model vehicles
TF TOP FLITE AND DESIGN	73/463207	1348981	16-Jul-85	Registered	09: Heating tools for sealing model airplane coverings, namely, sealing irons and trim seal irons 11: Electric hand held heat guns 16: Accessories for model airplanes, namely, trim sheets and decals 28: Model airplane kits and accessories therefor, namely, covering and propellers
THE BLACK BARON AND DESIGN	73/119386	1082618	17-Jan-78	Registered	24: Coated fabric for covering model airplanes

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Trademark Name	Serial No.	Reg. No.	Reg. Date	Status	Goods
TOP FLITE	73/463022	1348979	16-Jul-85	Registered	09: Heating tools for sealing model airplane coverings, namely, sealing irons and trim seal irons 11: Electric hand held heat guns 16: Accessories for model airplanes, namely, trim sheets and decals 28: Model airplane kits and accessories therefor, namely, covering and propellers
TOWER HOBBIES	74/238700	1722832	6-Oct-92	Registered	42: Mail order services in the field of radio controlled models
TOWER TALK	74/238697	1720255	29-Sep-92	Registered	16: Sales catalog featuring radio controlled models and accessories therefor

U.S. Trademark Applications

Trademark Name	Serial No.	Appl. Date	Status	Goods
MICROSIZERS	76/389,792	2-Apr-02	Published	28: Radio controlled cars

Registered Foreign Trademarks

Trademark Name	Country Name	Appl. No.	Filing Date	Reg. No.	Reg. Date	Goods
GREAT PLANES MODEL DISTRIBUTORS COMPANY AND DESIGN	Argentina	2183842	29-Oct-98	1791099	27-Apr-00	16: Catalogs in the field of radio controlled models and accessories therefor
GREAT PLANES MODEL DISTRIBUTORS COMPANY AND DESIGN	Argentina	2183843	29-Oct-98	1791100	27-Apr-00	42: Wholesale distributorship services in the field of radio controlled models and accessories therefor
TOWER HOBBIES	Argentina	2183837	29-Oct-98	1791095	27-Apr-00	42: Mail order services in the field of radio controlled models

888005/0014/593743/Version #:3

Trademark Name	Country Name	Appl. No.	Filing Date	Reg. No.	Reg. Date	Goods
GREAT PLANES MODEL DISTRIBUTORS COMPANY AND DESIGN	Australia	776996	28-Oct-98	776996	3-Nov-00	16: Catalogs in the field of radio controlled models and accessories therefore 35: Wholesale distributorship services in the field of radio controlled models and accessories therefore
TOWER HOBBIES	Australia	654691	2-Mar-95	654691	2-Mar-95	28: Radio controlled model aircraft, water and land vehicles in this class, together with accessories in this class for such models
TOWER HOBBIES	Australia	654692	2-Mar-95	654692	2-Mar-95	42: Retail and mail order services in the field of radio controlled model aircraft, water and land vehicles and accessories for such goods
GREAT PLANES MODEL DISTRIBUTORS COMPANY AND DESIGN	Bolivia	16481	10-Dec-98	80121-C	20-Jul-00	16: Catalogs in the field of radio controlled models and accessories therefore
GREAT PLANES MODEL DISTRIBUTORS COMPANY AND DESIGN	Bolivia	16482	8-Dec-98	79943-C	13-Jul-00	42: Wholesale distributorship services in the field of radio controlled models and accessories therefor
GREAT PLANES AND DESIGN	Brazil	817825630	24-May-94	817825630	7-Jul-98	28.10: Radio controlled model vehicles, airplanes, and boats, and parts therefor
GREAT PLANES MODEL DISTRIBUTORS COMPANY	Brazil	819010065	17-Jan-96	819010065	24-Oct-00	40: Wholesale distributorship services and mail order services in the field of radio-controlled models and parts therefor

888005/0014/593743/Version #:3

Trademark Name	Country Name	Appl. No.	Filing Date	Reg. No.	Reg. Date	Goods
GREAT PLANES MODEL MANUFACTURING COMPANY AND DESIGN	Brazil	819017582	17-Jan-96	819017582	29-Sep-98	28.10: Radio controlled model vehicles, airplanes and boats, and parts therefor
HOBBICO AND DESIGN	Brazil	818742895	22-Aug-95	818742895	16-Nov-99	28.10: Radio-controlled model vehicles, airplanes and boats, and parts therefor
HOBBICO AND DESIGN	Brazil	818742887	22-Aug-95	818742887	6-Jan-98	40.15: Wholesale distributorship services and mail order services in the field of radio-controlled models and parts therefor
TF TOP FLITE AND DESIGN	Brazil	817259694	24-May-93	817259694	9-Sep-95	28.10: Games, toys and pastimes
TOWER HOBBIES	Brazil	821280996	15-Dec-98	821280996	23-Apr-02	40: Mail order services in the field of radio controlled models
KYOSHO AND DESIGN	Canada	49638400		304095	28-Jun-85	Hobby products such as motorized airplanes, boats, cars, trucks, buggies and engines, and accessories therefor
SUPER TIGRE	Canada	1076954	29-Sep-00	TMA57572 6	14-Feb-03	Model fuel engines, model fuel engine parts and accessories.
SUPER TIGRE	Canada	361599	20-Feb-73	197644	22-Feb-74	04: Fuel engines for model boats, model ships, model cars, model airplanes
TOWER HOBBIES	Canada	719193	18-Dec-92	TMA42162 2	24-Dec-93	Mail order services in the field of radio controlled models
TOWER TALK	Canada	719194	18-Dec-92	TMA42162 3	24-Dec-93	Sales catalogues featuring radio controlled models and accessories therefor
GREAT PLANES MODEL DISTRIBUTORS COMPANY AND DESIGN	Chile	477.144	24-Feb-00	573.227	1-Aug-00	16: Catalogs in the field of radio-controlled models and accessories for such.

888005/0014/593743/Version #:3

Trademark Name	Country Name	Appl. No.	Filing Date	Reg. No.	Reg. Date	Goods
GREAT PLANES MODEL DISTRIBUTORS COMPANY AND DESIGN	Chile	477.145	24-Feb-00	573.228	1-Aug-00	39: Services of distribution in the field of radio-controlled models and accessories for such.
GREATPLANES	Chile	251362		426091	3-May-94	
HOBBICO	Chile	584.087	7-Oct-02	654364	13-Jan-03	28: Radio controlled model vehicles, airplanes and boats, and parts therefor
TOWER HOBBIES	Chile	502.882	29-Sep-00	591.396	6-Mar-01	28: Radio controlled model aircraft, water and land vehicles in this class, together with accessories in this class for such models
TOWER HOBBIES	Chile	502.883	29-Sep-00	591.633	8-Mar-01	42: Retail and mail order services in the field of radio controlled model aircraft, water and land vehicles and accessories for such goods
GREAT PLANES	Czech Republic	117336	27-Nov-96	221170	27-Nov-96	24: Toys, dolls, game machines, sporting & gymnastic implements, fishing tackle, musical instruments, gramophone (excluding electric gramophone), records, and their parts/fittings.
TOWER HOBBIES	Czech Republic	149265	26-Nov-99	235501	27-Aug-01	42: Mail order services in the field of radio controlled models
GREAT PLANES AND DESIGN	European Community	480764	7-Mar-97	480764	7-Mar-97	28: Radio controlled model vehicles, airplanes and boats, and parts therefor
HOBBICO	European Community	480715	7-Mar-97	480715	1-Dec-98	28: Radio controlled model vehicles, airplanes and boats, and parts therefor

888005/0014/593743/Version #:3

Trademark Name	Country Name	Appl. No.	Filing Date	Reg. No.	Reg. Date	Goods
REAL FLIGHT	European Community	841817	4-Jun-98	841817	20-Mar-00	09: Flight simulation software for radio-controlled model aircraft
TOWER HOBBIES	European Community	318139	24-Jul-96	318139	1-Mar-00	09: Electric and electronic devices for operating toy vehicles 28: Games, playthings, toy vehicles 39: Distribution services for toys

888005/0014/593743/Version #:3

Trademark Name	Country Name	Appl. No.	Filing Date	Reg. No.	Reg. Date	Goods
TOP FLITE MONOKOTE	Germany	T11599	29-Nov-66	845096	8-May-68	17: Plastic and thermoplastic film layer for model airplanes and parts therefore
GREAT PLANES MODEL DISTRIBUTORS COMPANY AND DESIGN	Japan	2000-2286	19-Jan-00	4413817	1-Sep-00	16: Printed matter 28: Radio controlled models and other toys
GREAT PLANES AND DESIGN	Japan		11-May-88	2332082	30-Aug-91	28: Radio controlled airplane models and parts, and other toys; dolls; Japanese board game; Japanese chess; uta-garuta (Japanese playing cards); dice; Japanese percheesi, dice cups; diamond games; chess games; checkers; conjuring apparatus; dominos; playing cards; Hanafud (Japanese playing cards); Mahjong equipment; game machines; billiard equipment; sporting and gymnastic apparatus; fishing tackles
MONOKOTE	Japan	5831/1977	1-Feb-77	1628663	27-Oct-83	34: Plastic film used as cover material
TOWER HOBBIES	Japan	10-93438	2-Nov-98	4325726	15-Oct-99	28: Radio controlled models and other toys
TOWER HOBBIES	Korea, Republic of	98-1348	17-Oct-98	969	25-Feb-00	28: Retail hobby model sales 35: Mail order services in the field of radio controlled models
GREAT PLANES MODEL DISTRIBUTORS COMPANY AND DESIGN	Mexico	359163	5-Jan-99	604293	29-Mar-99	16: Catalogs in the field of radio controlled models and accessories therefor

888005/0014/593743/Version #.:3

Trademark Name	Country Name	Appl. No.	Filing Date	Reg. No.	Reg. Date	Goods
GREAT PLANES MODEL DISTRIBUTORS COMPANY AND DESIGN	Mexico	359160	5-Jan-99	611145	27-May-99	42: Wholesale distributorship services in the field of radio controlled models and accessories therefore
MICROSIZERS	Mexico	540102	20-Mar-02	746003	30-Apr-02	28: Radio controlled cars
TOWER HOBBIES	Mexico	374993	12-May-99	655705	29-May-00	42: Mail order services in the field of radio controlled models
GREAT PLANE	Paraguay	96/18491	6-Sep-96	193200	18-Jun-97	07: All articles protected under the mentioned class
HOBBICO	Paraguay	96/18490	6-Sep-96	222.938	29-Feb-00	07: All articles protected under the mentioned class
HOBBICO	Paraguay	96/18487	6-Sep-96	193199	18-Jun-97	12: All articles protected under the mentioned class
TOWER HOBBIES AND DESIGN	Spain	2115011	22-Sep-97	2115011	20-Jun-00	28: Radio controlled model, land, air and water vehicles
TOWER HOBBIES, S.L.	Spain		23-Jan-96	2007919M	20-Jun-96	39: Distribution services of toys
GREAT PLANES MODEL MANUFACTURING COMPANY AND DESIGN	Taiwan	82037818	3-Aug-93	657561	1-Oct-94	78: Radio controlled airplane models
HOBBICO AND DESIGN	Taiwan	78/49145	1-Nov-89	498659	16-Sep-90	71: Voltmeters, speeders (mini size), meters for weights and measures
HOBBICO AND DESIGN	Taiwan	78/49149	1-Nov-89	516488	16-Aug-90	84: Thermoplastic guns, spark plug clamps, light clamps, compressors, hand operated pumps
HOBBICO AND DESIGN	Taiwan	78/49147	1-Nov-89	495335	16-Aug-90	87: Power suppliers, starters, chargers
MONOKOTE	Taiwan	83026126	6-Apr-94	678301	16-Feb-96	63: Plastic film and adhesive coated plastic film
TF TOP FLITE AND DESIGN	Taiwan	82056385	17-Nov-93	652161	16-Aug-94	62: Glue for assembling model airplane

888005/0014/593743/Version #.:3

Trademark Name	Country Name	Appl. No.	Filing Date	Reg. No.	Reg. Date	Goods
TF TOP FLITE AND DESIGN	Taiwan	82056387	17-Nov-93	657772	1-Oct-94	84: Heating tools for sealing model airplane coverings, namely, sealing irons, trim seal irons, electric hand held heat gun
TOWER HOBBIES AND DESIGN	Taiwan	78/49150	1-Nov-89	516359	1-Mar-91	84: Thermoplastic guns, spark plug clamps, light clamps, compressors, hand operated pumps
GREAT PLANES MODEL DISTRIBUTORS COMPANY AND DESIGN	Venezuela	23.78898	29-Dec-98	P-223177	17-Aug-00	16: Catalogs in the field of radio controlled models and accessories therefore
GREAT PLANES MODEL DISTRIBUTORS COMPANY AND DESIGN	Venezuela	23.78798	29-Dec-98	S-013701	17-Aug-00	42: Wholesale distributorship services in the field of radio controlled models and accessories therefore

Foreign Trademark Applications

Trademark Name	Country Name	Appl. No.	Appl. Date	Status	Goods/ Services
REALFLIGHT	Brazil	825127734	19-Nov-02	Pending	09: Radio-controlled model aircraft flight simulation software
GREAT PLANES MODEL DISTRIBUTORS COMPANY AND DESIGN	Brazil	823589560	22-Feb-01	Published	40: Wholesale distributorship services and mail order services in the field of radio-controlled models and parts therefor
MICROSIZERS	Brazil	824556224	3-May-02	Published	28: Radio controlled cars
MICROSIZERS	Canada	1133237	6-Mar-02	Published	Radio controlled cars
GREAT PLANES	Chile	602373	27-Mar-03	Pending	28: Modelos de vehiculos, aviones y botes controados por radio y sus partes y accesorios. (English translation – radio-controlled vehicles, planes, boats and parts and accessories.)

888005/0014/593743/Version #.3

Trademark Name	Country Name	Appl. No.	Appl. Date	Status	Goods/ Services
DURATRAX	European Community	2965481	10-Dec-02	Pending	03: Cleaning preparations for electric motors 04: Fuel for scale model radio-controlled vehicles 07: Electric motors for scale model radio-controlled vehicles, starter boxes for scale model radio-controlled vehicle and soldering jigs 09: Batteries, radio receivers, receiver battery packs, adapters and connectors, all for scaled model radio-controlled vehicles 28: Radio-controlled model car kits comprising plastic, metal and fiberglass parts including but not limited to chassis, bodies, ball-bearings, gear assemblies, joint installations, wheel base and tire assemblies, pinion installations, suspension assemblies, shocks, servo saver assemblies, steering rod assemblies, speed control assemblies, battery connector installations and trim for construction of a radio-controlled vehicles used for recreation or in sports competitions; glue, field bags, wrench sets, fuel bottles and electrical wire, all for scale model radio-controlled vehicle assembly and sold as a unit
MICROSIZERS	European Community	2605293	6-Mar-02	Published	28: Radio controlled cars and parts and fittings therefore

888005/0014/593743/Version #:3

Trademark Name	Country Name	Appl. No.	Appl. Date	Status	Goods/ Services
DURATRAX	Japan	2003-000421	7-Jan-03	Pending	03: Soaps and detergents for electric motors for radio-controlled vehicles 04: Fuel for scale model radio-controlled vehicles 07: Motors, other than for land vehicles; starters for motors and engines for model radio-controlled vehicles; metalworking machines and tools 09: Batteries and cells; radio receivers; electrical distribution or control machines/instruments; rotary converters; phase modifiers all for scaled model radio-controlled vehicles. 28: radio-controlled toy vehicles
GREAT PLANES	Mexico	504858	31-Aug-01	Pending	
HOBBICO	Mexico	504857	31-Aug-01	Pending	28: Radio controlled model vehicles, airplanes and boats, and parts therefore
TOWER HOBBIES	Spain	2041386M	24-Jul-96	Pending	28: Games, toys, toy vehicles

888005/0014/593743/Version #:3

Unregistered Trademarks

AccuCycle
AquaCraft
Avistar
Axis
Big Stik
Bird of Time
C.G. Machine
Contender
Coverite
Dazzler
DuraPlane
Dynaflite
ElectriFly
Electro Streak
Evader
IntelliPeak
Interlink
Kaos
Maximum
NexStar
Nitro Hammer
Nitro Quake
Nobler
Old Timer
Overdrive
Patriot
Pete-N-Poke
Reef Racer
Sky Sailer
Sky Screamer
Sky Zap
Street Force
SuperStar
Tracer
Thunder Quake
U-Can-Do
Uproar
Voyager
Yard Stick

888005/0014/593743/Version #:.3

Tradenames

Great Planes Model Distributors
Great Planes Model Manufacturing
Hobby Corporation of America
Omni Models
Tower Hobbies

Internet Domain Names

See list of Domain Names Attached

888005/0014/593743/Version #:3

LIST OF DOMAIN NAMES

aquacraftmodels.com
bestrc.com
bestrc.net
coverite.com
die-cast-models.com
duraplane.com
duratrax.com
dynafly.com
eaglecollectibles.com
easyrc.com
electrifly.com
ezrc.com
fujiengines.com
futabarc.com
futaba-rc.com
futabaservicecenter.com
goberzerk.com
gpdealer.com
gpmd.com
greatplanes.com
hobbico.com
hobbies.net
hobbydiscountwarehouse.com
hobbyservices.com
iloverc.com
industrialrail.com
industrialrail.net
industrialrail.org
kyosho.com
microminirc.com
microsizers.com
missionsofca.com
model-ships.com
monokote.com
omnimodels.com
osengines.com
parkfliers.com
plastic-models.com
powerbrute.com
power-brute.com
powerbrute.net
powerbrutes.com
radio-control.com
Rcmicrosizers.com
rc-microsizers.com
rcpartssuperstore.com
rc-pilot.com
rcwebdirectory.com
Rcwishlist.com
realflight.com
realrace.com
Rocketfun.com
Sciencehobby.com
supertigre.com
tinyplanes.com
top-flite.com
Towerhobbies.biz
Towerhobbies.co.uk
Towerhobbies.com
Towerhobbies.info
Towerhobbies.org
towerhobbiesucks.com
towerhobbiesucks.com
towerhobby.com
towersucks.com
towertalk.com
toyhorse.com
trainmodels.com
train-models.com
treff.com
treffpuzzles.com
ultimatecombo.com
ultimatecombos.com
usaircore.com
x-planes.com

SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT

Licenses

Hobbico, Inc. and the CLC (Collegiate Licensing Company) dated August, 2003 to expire on September 30, 2004.

Certain Collegiate Institutions have authorized CLC to enter into this Agreement on their behalf to license the use of certain licensed indicia to Hobbico, who will manufacture and sell certain products with said indicia in exchange for a royalty.

Hobbico, Inc. and Nintendo of America, Inc. dated April 11, 2003 through December 31, 2005
Nintendo of America grants Hobbico the right to use certain trademarks, characters, etc. on certain articles that Hobbico manufactures and sells, in exchange for a royalty.

Hobbico, Inc. and Tomy Company, Ltd. dated May 1, 2002 to expire December 31, 2003
(with an option to extend the term for a period of one year).

Tomy grants Hobbico the right to market and sell a toy vehicle system to which Tomy owns the rights in exchange for a royalty.

Hobbico and S.N.A., Inc. dated June 21, 2002 for a term of three years.

Hobbico will manufacture and sell an aircraft design owned by S.N.A. in exchange for a royalty.

Hobbico and Lancair, International dated May 27, 2002 for a term of three years.

Hobbico will manufacture and sell an aircraft design owned by Lancair in exchange for a royalty.

Hobbico, Inc. and Patty Wagstaff dated November 8, 2001 for a term of three years.

Hobbico will manufacture and sell an aircraft using all of the distinguished characteristics of Patty Wagstaff's aircraft, including her name and likeness, in exchange for a royalty.

888005/0014/593743/Version #.:3