

10-29-03

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102588187

See attached original documents or copy thereof.

1. Name of conveying party(ies):  
Lionel L.L.C.  
26750 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 55<sup>th</sup> 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

Additional numbers attached?  Yes  No

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

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Federal Research Corporation  
 Internal Address: \_\_\_\_\_  
 Street Address: 400 Seventh Avenue, N.W., Suite 101  
 City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: ..... 2

7. Total fee (37 CFR 3.41): ..... \$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account

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

10/30/2003 570111 00000035 73226487  
 01 FC:8521 40.00 00  
 02 FC:8522 25.00 00

DO NOT USE THIS SPACE

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.                      [Signature]                      October 27, 2003  
 Name of Person Signing                      Signature                      Date

Total number of pages including coversheet, attachments and document: 6

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 an 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
LIONEL	78/226487		17-Mar-03		ISSUED	U.S.
LIONEL	71/345968	0,313,353	22-May-34		ISSUED	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:

Maione C. Ryan

LIONEL L.L.C.

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

Witness:

Maione C. Ryan

PNC BANK, NATIONAL ASSOCIATION, as  
Agent

By: Thomas J. Lorey  
Name:  
Its:

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

On this 25<sup>th</sup> 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 ~~for~~/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 25<sup>th</sup> day of March, 2003, before me personally came Thomas Colan to me known, who, being by me duly sworn, did depose and say that ~~s~~/he is the SR. J.P. of PNC Bank, National Association, the financial institution described in and which executed the foregoing instrument; and that ~~s~~/he signed ~~for~~/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 Property 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