

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	07/13/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Life-Like Products LLC		07/13/2005	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wm K. Walthers, Inc.
Street Address:	5601 West Florist Avenue
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53218
Entity Type:	CORPORATION: WISCONSIN

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	76595354	LL LIFE-LIKE TRAINS
Registration Number:	2706367	LIFE-LIKE RACING
Registration Number:	2455464	SPEEDWAY SHOWDOWN
Registration Number:	2455463	WINNER'S CUP
Registration Number:	2064793	PROTO 2000 SERIES
Registration Number:	2090690	TRAC-LOC FOR FAST AND EASY SET-UP
Registration Number:	2022020	POWER-LOC
Registration Number:	1836926	LIFE-LIKE
Registration Number:	1892219	AN AMERICAN TRADITION FOR OVER 40 YEARS LIFE-LIKE TRAINS
Registration Number:	1581719	DARDA
Registration Number:	1311812	PAINT-ON

CH \$290.00 76595354

CORRESPONDENCE DATA

Fax Number: (414)298-8097

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 414-298-1000

Email: klee@reinhartlaw.com

Correspondent Name: Kent A. Lee, Esq.

Address Line 1: 1000 North Water Street

Address Line 2: Suite 2100

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Kent A. Lee
Signature:	/kal/
Date:	07/20/2005

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is effective as of July 13, 2005 (the "Effective Date") by and between LIFE-LIKE PRODUCTS LLC, a Delaware limited liability company ("Assignor") and Wm K. WALTHERS, INC., a Wisconsin corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of June 13, 2005 (the "Agreement", capitalized terms used but not defined herein shall have the meanings set forth in the Agreement), pursuant to which Assignee agreed to purchase, acquire and accept from Assignor, and Assignor agreed to sell, transfer, assign, convey and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks, including, without limitation, such Trademarks listed on Schedule A attached hereto (the "Listed Trademarks"); and

WHEREAS, in furtherance of the transactions contemplated by the Agreement, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Listed Trademarks, and Assignor wishes to assign same to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys unto Assignee, its successors and assigns, all of its right, title and interest in and to the Listed Trademarks throughout the world, including all applications therefor, common law rights associated therewith and goodwill pertaining thereto.
2. The respective rights of Assignor, on the one hand, and Assignee, on the other hand, with respect to the Listed Trademarks sold, transferred, assigned, conveyed and delivered hereby shall be governed by the Agreement. Nothing in this Trademark Assignment shall be construed to be a modification of, or limitation on, any provision of the Agreement, including the representations and warranties set forth therein and the obligations of Assignor and Assignee pursuant to the terms thereof. Assignee hereby acknowledges and agrees that its ownership and use of the Listed Trademarks is subject to the terms and conditions of the Agreement.
3. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made in performed in such State.
4. This Trademark Assignment is not intended and shall not be construed to confer upon any Person, other than Assignee and its successors and assigns, any rights and remedies hereunder.
5. This Trademark Assignment may be executed in one or more counterparts, all of which shall be deemed one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized representative as of July 13, 2005.

ASSIGNOR  
LIFE-LIKE PRODUCTS LLC

By:

Name:

*Gordon McLean*  
GORDON McLEAN

Title:

*Chief Financial Officer*  
CHIEF FINANCIAL OFFICER

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL <sup>SS.:</sup>

On this 14 day of July 2005, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sheldon Green  
[NOTARY SEAL]

MY COMMISSION EXPIRES

3/1/2006

**SCHEDULE A**

**LISTED TRADEMARKS**

**[TO BE UPDATED]**

Mark	Country	Reg. No./App. No.
LL LIFE-LIKE TRAINS & DESIGN	U.S.	76/595,354
LIFE-LIKE RACING & Design	U.S.	2,706,367
SPEEDWAY SHOWDOWN	U.S.	2,455,464
WINNER'S CUP	U.S.	2,455,463
<del>PROPAK &amp; Design</del>	<del>U.S.</del>	<del>2,289,583</del>
<del>CUBIES</del>	<del>U.S.</del>	<del>2,537,562</del>
PROTO 2000 SERIES & Design	U.S.	2,064,793
TRAC-LOC FOR FAST AND EASY SET-UP (Stylized)	U.S.	2,090,690
POWER-LOC (Stylized)	U.S.	2,022,020
LIFE-LIKE & Design	U.S.	1,836,926
AN AMERICAN TRADITION FOR OVER 40 YEARS LIFE-LIKE TRANS & Design	U.S.	1,892,219
<del>LIFOAM (Stylized)</del>	<del>U.S.</del>	<del>751,104</del>
DARDA	U.S.	1,581,719
PAINT-ON	U.S.	1,311,812