

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	09/19/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Racing Champions International Limited		09/19/2005	a United Kingdom company:

**RECEIVING PARTY DATA**

Name:	First Gear, Inc.
Street Address:	8668 Kapp Drive
City:	Peosta
State/Country:	IOWA
Postal Code:	52068
Entity Type:	CORPORATION: IOWA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2074973	W BRITAIN

**CORRESPONDENCE DATA**

Fax Number: (202)457-6315  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-457-6000  
 Email: gborababy@pattonboggs.com  
 Correspondent Name: George M. Borababy  
 Address Line 1: Patton Boggs LLP  
 Address Line 2: 2550 M Street, NW  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

NAME OF SUBMITTER:	George M. Borababy
Signature:	/george m. borababy/

CH \$40.00 2074973

Date:

09/23/2005

**Total Attachments: 4**

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COMBINED TRADEMARK AND  
DOMAIN NAME ASSIGNMENT

THIS COMBINED TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (the "Assignment"), dated September 17, 2005 (the "Effective Date"), is by and among RC2 Brands, Inc. and Racing Champions International Limited (collectively, the "Assignors"), and First Gear, Inc. ("Assignee").

RECITALS

A. Assignors are the owners of certain registered and unregistered trademarks listed on Schedule A (the "Assigned Trademarks") and the domain name listed on Schedule A (the "Assigned Domain Name");

B. Assignors have transferred certain assets of Assignors to Assignee pursuant to an Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"); the transferred assets include Assignors' ongoing and existing business with which the Assigned Trademarks and Assigned Domain Name are associated and connected; and

C. Assignee desires by execution of this Assignment to obtain an assignment of all of Assignors' rights, title, and interest in and to the Assigned Trademarks and Assigned Domain Name from Assignors, and Assignors desire by execution of this Assignment to grant an assignment of all of its rights, title, and interest in and to the Assigned Trademarks and Assigned Domain Name to Assignee.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth in the Asset Purchase Agreement and this Agreement, Assignors and Assignee mutually agree as follows:

1. Assignment of Trademarks. Assignors hereby assign and transfer to Assignee and its successors, Assignors' entire right, title, and interest in and to the Assigned Trademarks, including: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; (d) all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof. This assignment of the Assigned Trademarks is granted free and clear of all security interests, liens, encumbrances, claims, or interests of any kind or nature.

2. Exclusions. The above assignment expressly excludes United States Trademark Registration No. 2183241 for the mark "BRITAINS" and any associated goodwill and common law trademark rights for BRITAINS.

3. Assignment and Transfer of Domain Name.

(a) Subject to the terms, conditions, and limitations set forth in this Agreement and the Asset Purchase Agreement, Assignors hereby assign and transfer to the Assignee, Assignors' rights, title and interest worldwide, both statutory and common law, in and to the Assigned Domain Name and corresponding registration, along with any and all associated trademark rights and goodwill. Assignors assign and transfer to Assignee any causes of action for infringement or cybersquatting of the Assigned Domain Name that may have accrued prior to the execution date of this Agreement.

(b) Transfer Procedures. Upon execution of this Agreement, Assignors and Assignee shall promptly institute a transfer of the Assigned Domain Name in accordance with the domain name procedures enacted by the appropriate domain name registrar. Assignee shall have unrestricted use of the Assigned Domain Name. Assignors agree to facilitate the transfer of ownership of the Assigned Domain Name to Assignee's designated domain name registrars. Assignors shall be solely responsible for completing all transfer of registrar forms required by the appropriate domain name registrars. Assignee agrees to provide any information required by Assignors to complete all transfer of registrar forms.


4. Representations. Assignors hereby represent and warrant that Assignors: (i) are the sole owner(s) of all right, title, and interest in and to the Assigned Domain Name and Assigned Trademarks, (ii) have the right and ability to enter into this Agreement, (iii) have not executed, nor will execute, any assignments, licenses, employment agreements, non-competition agreements, grants of security interests, or other agreements that would limit in any way the effectiveness of the transfers described herein, and (iv) warrant that there are no pending or outstanding legal actions, arbitration, court orders, settlement arrangement, liens or judgments against Assignors that might encumber this Agreement.

[Signature page to follow]

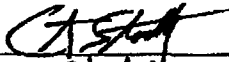
IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

ASSIGNORS:

RC2 BRANDS, INC.

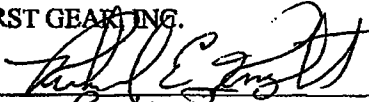
By   
Its CEO

RACING CHAMPIONS INTERNATIONAL  
LIMITED

By   
Its Director

ASSIGNEE:

FIRST GEAR, INC.

By   
Its President

**SCHEDULE A**

Assigned Trademarks

a. "W Britain" trademark

Register No	Register Date	Country	Class/Goods	File Renewal
459993	6/23/1925	UK	28/Toys	Filed 2/15/2005
2023152	6/6/1995	UK	06/Statues	Filed 2/21/2005
2074973	7/1/1997	US	28/Toys 06/Statues	7/1/2007

b. Common Law use of the following marks:

- "Premier"
- "the American Revolution"
- "the American Civil War"
- "Knights of the Sword"
- "Task Force"
- "Wild West"

Assigned Domain Name

www.wbritain.com