

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RC2 Brands, Inc.		07/27/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Round 2, LLC		
Street Address:	4073 Meghan Beeler Street		
City:	South Bend		
State/Country:	INDIANA		
Postal Code:	46628		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2091890	THUNDERJETS	
CORRESPONDENCE DATA			
Fax Number:	(574)287-8117		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5742877772		
Email:	rsnyder808@aol.com		
Correspondent Name:	Richard W. Snyder		
Address Line 1:	105 E. Jefferson Blvd.		
Address Line 2:	Suite 800		
Address Line 4:	South Bend, INDIANA 46601		
ATTORNEY DOCKET NUMBER:	ASSIGN THUNDERJET		
NAME OF SUBMITTER:	Richard W. Snyder		
Signature:	/Richard W. Snyder/		
Date:	08/16/2006		

OP \$40.00 2091890

Total Attachments: 2

source=Thunderjet Assignment#page1.tif

source=Thunderjet Assignment#page2.tif

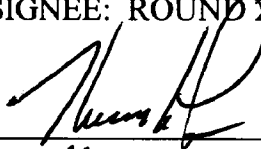
TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated July 27, 2006, by and between ROUND 2, LLC, an Indiana limited liability company ("Assignee") and RC2 BRANDS, INC., a Delaware corporation (the "Assignor").

Assignor hereby sells, assigns, and transfers to Assignee, its successors, and assigns Assignor's entire right, title, and interest in and to the Assigned Trademark (as defined below) along with all goodwill associated with the Assigned Trademark. The above assignment is granted free and clear of all security interests, liens, encumbrances, claims, or interests of any kind or nature. The above assignment is made as part of the transfer of the slot car product line of Assignor's business to Assignee pursuant to an agreement executed July 12, 2005, the transferred assets including the portion of Assignor's business with which the Trademark is associated. As used herein, the term "Assigned Trademark" shall mean the trademark registration listed in Exhibit A attached hereto and made a part hereof, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (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.

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

ASSIGNEE: ROUND 2, LLC (an Indiana Limited Liability Company)

By  _____
Its Manager

ASSIGNOR: RC2 BRANDS, INC. (a Delaware Corporation)

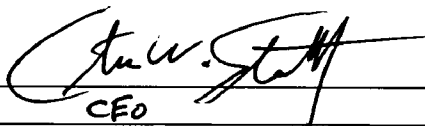
By  _____
Its CEO

EXHIBIT A

ASSIGNED TRADEMARKS

<u>Registration Date</u>	<u>Registration No.</u>	<u>Registered Trademark</u>	<u>Class/Goods</u>
8/26/97	2,091,890	Thunderjets	28/Toys