

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Revell-Monogram, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company

- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 31, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Yes
 No

Additional names, addresses, or citizenship attached?

Name: Harris N.A.

Internal _____

Address: _____

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: U.S. Zip: 60603

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
National Banking
- Other Association Citizenship United States

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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)
See Schedule A-1, attached

B. Trademark Registration No.(s)
See Schedule A-1, attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Robert J. Schneider

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: (312) 845-3919

Fax Number: (312) 803-5299

Email Address: rschneid@chapman.com

6. Total number of applications and registrations involved:

69

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,740.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0305

Authorized User Name Robert J. Schneider

9. Signature:

September 14, 2006

Date

Robert J. Schneider
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$1716.00 500305 76647682

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT
REGISTERED FEDERAL TRADEMARK REGISTRATIONS
AND
PENDING FEDERAL TRADEMARK APPLICATIONS

Country	Trademark	Reg. No. / Application No.	Reg. or Application Date
United States	Revell	1,363,578	10/1/85
United States	Revell & Design	652,342	10/1/57
United States	Revell & Design	1,136,325	5/27/80
United States	Revell & Design	76/647,682	9/29/05
United States	Monogram	768,144	4/14/64
United States	Monogram	779,589	11/3/64
United States	Monogram & Design	1,057,800	2/1/77
United States	Snaptite	921,506	10/5/71
United States	Swamp Monster	2,985,915	8/16/05
United States	Revell Monogram (And Design)	2,922,512	2/1/05
United States	Metal Body & Design	3,058,543	2/14/06
United States	Pro Modeler	3,014,726	11/15/05
United States	Slot Car Racing & Design	76/625,736	12/21/04
United States	Snaptite	3,019,418	11/29/05
United States	Snaptite & Design	3,061,879	2/28/06
United States	Thunder Squadron	3,059,872	2/21/06
United States	Thunder Squadron & Design	3,059,873	2/21/06
United States	Revell Easy Kit	3088872	5/2/06
United States	Monogram Model Racing & Design	3,058,542	2/14/06
United States	Lowrods	76/613,017	9/20/04
United States	Custom Lowrods & Design	76/625,732	12/21/04
United States	California Wheels	3,099,855	6/6/06
United States	California Wheels & Design	3,099,856	6/6/06
United States	Easykit & Design	3,105,755	6/20/06
United States	Rat Rods	76/641,368	6/22/05
United States	Rat Rods & Design	76/641,369	6/22/05
United States	Make 'N' Take	76/646,328	9/7/05
United States	Make 'N' Take & Design	76/646,329	9/7/05
United States	Large	76/647,681	9/29/05
United States	Large & Design	76/647,683	9/29/05
United States	Bad Medicine	2,919,424	1/18/05

United States	Badman	2,948,884	5/10/2005
United States	Beer Wagon	2,919,422	1/18/05
United States	Big Deuce	2,948,882	5/10/05
United States	Blg T	2,948,881	5/10/05
United States	Boothill Express	2,967,687	7/12/05
United States	Dingo	2,684,113	2/4/03
United States	Garbage Truck	2,948,880	5/10/05
United States	Lil Coffin	2,948,879	5/10/05
United States	L'I Coffin	802,615	1/25/66
United States	Orange Crate	2,985,767	8/16/05
United States	Paddy Wagon	2,948,885	5/10/05
United States	Predicta	2,948,883	5/10/05
United States	Rommels Rod	2,919,421	1/18/05
United States	Pro Modeler	2,086,973	8/12/97
United States	Red Baron	2,919,423	1/18/2005
United States	Wave Warrior	2,853,174	6/15/04
United States	Revell Monogram & Design	2,922,512	2/1/05
United States	4x Force	2,565,808	4/30/02
United States	Ace Ratchet	2,652,254	11/19/02
United States	All Terrain Pain	2,468,456	7/10/01
United States	Cop Out	980,964	3/26/74
United States	Creative Masters Ltd	1,547,540	7/11/89
United States	Decal Depot	2,092,042	8/26/97
United States	Doc	2,656,075	12/30/02
United States	Krusher	1,157,476	6/9/81
United States	Profinish	2,356,255	6/6/00
United States	Quadzilla	1,332,353	4/23/85
United States	R.A.M.S.	2,518,277	12/11/01
United States	R.A.M.S. Squad	2,523,226	12/25/01
United States	SnapTite & Design	1,057,799	2/1/77
United States	Spy Sportster	2,668,939	2/18/03
United States	Vicious Cycle	2,493,964	10/2/01
United States	RM Kustom Word Mark	76/663,230	7/18/06
United States	RM Kustom Logo	76/663,229	7/18/06
United States	RPMZ (Standard Character)	76/663,777	7/27/06
United States	RPMZ Logo (1)	76/663,750	7/27/06
United States	RPMZ Logo (2)	76/663,751	7/27/06
United States	Revell Performance Machines	76/663,778	7/27/06

TRADEMARK COLLATERAL AGREEMENT

This 31st day of August, 2006, Revell-Monogram, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 725 Landwehr Rd., Northbrook, IL 60062, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association with its mailing address at 111 W. Monroe, Chicago, IL 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration, trademark application or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

REVELL-MONOGRAM, LLC

By *John E. Jaska*
Name John E. Jaska
Title CEO CFO

HARRIS N.A.

By _____
Name _____
Title _____

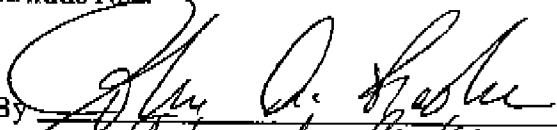
trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

REVELL-MONOGRAM, LLC

By _____
Name _____
Title _____

HARRIS N.A.

By  _____
Name John A. Foster
Title Vice President

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.