

11-22-2006

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



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

103339452 HEET
TRADEMARKS ONLY

NOV 23 2006
FINANCE SECTION

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

11.20.06

1. Name of conveying party(ies):

RC2 Brands, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FCS Enterprises, Inc.

Internal _____

Address: _____

Street Address: 2550 Middle Road, Suite 603

City: Bettendorf

State: Iowa

Country: USA Zip: 52722

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

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

Execution Date(s) November 1, 2006

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

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

A. Trademark Application No.(s)

78858917

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

TRAKS

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

Name: Warren W. Garden

Internal Address: _____

Street Address: 100 Crescent Court, Suite 490

City: Dallas

State: Texas Zip: 75201

Phone Number: (214) 871-6710

Fax Number: (214) 871-6711

Email Address: warren@gryphonlp.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 _____

Authorized User Name _____

9. Signature: Warren W. Garden

November 14, 2006

Date

BYRNE 00000043 78858917

Signature

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

Warren W. Garden
Name of Person Signing

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

11/21/2006

01 FC:8521

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 1st day of November, 2006 (the "Effective Date"), by and between RC2 BRANDS, INC., a Delaware corporation (the "Assignor") and FCS ENTERPRISES, INC., a Delaware corporation (the "Assignee") (Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party").

RECITALS

A. Pursuant to a Purchase Agreement dated as of the date hereof by and among Assignor, Assignee, RC2 Corporation and RC2 South, Inc. (the "Purchase Agreement"), the Assignee has agreed to purchase certain assets of the Assignor. The execution and delivery of this Assignment is a condition to the obligation of the Assignee to consummate the transactions contemplated by the Purchase Agreement.

B. Assignor is the owner of certain Assigned Trademarks (as defined below).

C. Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Assigned Trademarks to Assignee, and Assignee desires to accept such assignment.

AGREEMENT

NOW, THEREFORE, for valuable consideration (including that recited in the Purchase Agreement), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Trademarks. The term "Assigned Trademarks" shall mean that trademark registration listed in Appendix 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.

2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Assigned Trademarks. The assignment of the Assigned Trademarks granted by Assignor to Assignee in this Assignment is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

3. Further Assurances. Upon reasonable request by Assignee, Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Assigned Trademarks and to otherwise effectuate the transactions contemplated by this Assignment.

4. General Provisions.

4.1 Merger and Integration. This Assignment together with the Purchase Agreement represents the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the Parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each Party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein or in the Purchase Agreement.

4.2 Conflict. This Assignment has been delivered by Assignor to Assignee pursuant to the Purchase Agreement and nothing herein contained is intended to modify the terms of the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

4.3 Severability. It is expressly agreed that if any term or provision of this Assignment is invalid or unenforceable to any extent, then such provision shall be ineffective to the extent of such invalidity or unenforceability and the remaining terms and provisions of this Assignment shall be enforced to the greatest extent permitted by law.

4.4 No Waiver. Failure of any Party at any time to require performance of any provision of this Assignment shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

4.5 Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of assignor and assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever.

4.6 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

4.7 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

4.8 Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

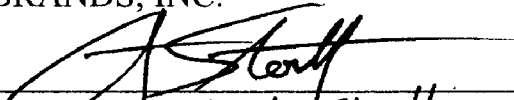
4.9 Governing Law. This Assignment shall be governed by and subject to the laws of the State of Illinois without giving effect to choice of law principals thereunder. Any suit involving any dispute or matter under this Assignment may only be brought in the United States District Court for the Northern District of Illinois or any Illinois State Court situated in Chicago, Illinois.

[Signature page to follow.]

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

ASSIGNOR:

RC2 BRANDS, INC.

BY 
Name Curt Stoetting
Title CEO

ASSIGNEE:

FCS ENTERPRISES, INC.

BY _____
David L. Widener, President

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

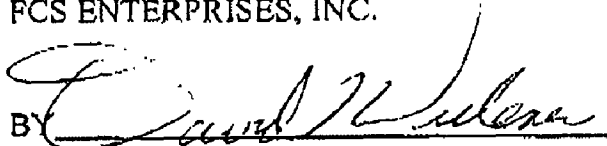
ASSIGNOR:

RC2 BRANDS, INC.

BY _____
Name _____
Title _____

ASSIGNEE:

FCS ENTERPRISES, INC.

BY 
David L. Widener, President

APPENDIX A

ASSIGNED TRADEMARKS

Trademark Name	Country	Serial Number	Registration Number	Registration Date
TRAKS	U.S.	78858917	N/A	N/A

MW\1360899_2

RECORDED: 11/20/2006

TRADEMARK
REEL: 003441 FRAME: 0623