

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LaSalle Bank National Association		07/13/2007	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Horizon Hobby, Inc.		
<b>Street Address:</b>	4105 Fieldstone Road		
<b>City:</b>	Champaign		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	61822		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3080770	SPEKTRUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)236-8176		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312) 236-8500		
<b>Email:</b>	docket@cookalex.com		
<b>Correspondent Name:</b>	Daniel M. Riess		
<b>Address Line 1:</b>	200 W. Adams Street		
<b>Address Line 2:</b>	Suite 2850		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60402		
<b>ATTORNEY DOCKET NUMBER:</b>	0417-0051		
<b>NAME OF SUBMITTER:</b>	Daniel M. Riess		
<b>Signature:</b>	/Daniel M. Riess/		
<b>Date:</b>	07/16/2007		

CH \$40.00 3080770

**Total Attachments: 8**

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**RELEASE OF SECURITY INTEREST**  
United States Trademark Reg. No. 3,080,770

WHEREAS, HORIZON HOBBY, INC., a Delaware corporation, and having an address of 4105 Fieldstone Road, Champaign, Illinois 61822 ("HORIZON HOBBY"), has granted a security interest and lien to LASALLE BANK NATIONAL ASSOCIATION, as an administrative agent for a lender, a National Banking Association, One N. Brentwood Blvd., Suite 950, Clayton, Missouri 63015, ("LASALLE") in a Patent and Trademark Security Agreement dated September 18, 2006, a copy of which is attached hereto as Exhibit A;

WHEREAS, said security interest and lien are of substantially all of the assets of HORIZON HOBBY including, but not limited to, a number of trademarks, trademark registrations and trademark applications identified and referred to in Schedule 1 of said Patent and Trademark Security Agreement, Exhibit A, and the goodwill associated therewith;

WHEREAS, said Patent and Trademark Security Agreement, Exhibit A, has been recorded in the United States Patent and Trademark Office on September 21, 2006 at Reel 3394 and Frame 0286 to which reference may be had;

WHEREAS, one of the trademark registrations identified and referred to in said Schedule 1 is United States Trademark Reg. No. 3,080,770 for the mark "SPEKTRUM" and Design and which was registered on April 11, 2006;

WHEREAS, HORIZON HOBBY desires to assign to another its ownership of said Reg. No. 3,080,770 and of any foreign applications or registrations corresponding thereto;

WHEREAS, LASALLE is willing to release its security interest and lien in said Reg. No. 3,080,770 and said any foreign applications or registrations corresponding thereto to facilitate such assignment;

NOW THEREFORE, in consideration of the foregoing and for One (\$1.00) Dollar and other good and valuable consideration:

1. LASALLE does hereby fully and forever release, withdraw, waive and discharge said security interest and lien in and to said mark, said United States Trademark Registration No. 3,080,770 and any foreign applications or registrations corresponding thereto, the good will associated therewith, any reissues, continuations or extensions thereof, any license thereunder, and any claim HORIZON HOBBY may have against third parties for past, present or future infringement thereof.

2. Notwithstanding anything contained herein to the contrary, said release, withdrawal, waiver and discharge of security interest and lien are limited only to said United States Trademark Reg. No. 3,080,770 and any foreign applications or registrations corresponding thereto, and are not intended to and shall not release any security interest or lien in any other asset of HORIZON HOBBY which is within the scope of said Patent and Trademark Security Agreement, Exhibit A.

IN WITNESS WHEREOF, said LASALLE has hereunto caused its corporate name to be subscribed and seal affixed as of this 13<sup>th</sup> day of July, 2007.

LASALLE BANK NATIONAL ASSOCIATION

By: Nicholas DeVilbren

Name: NICHOLAS DEVILBREN

Title: VICE PRESIDENT

STATE OF MISSOURI     )  
                                  ) ss  
COUNTY OF ST. LOUIS    )

The foregoing RELEASE OF SECURITY INTEREST was signed and acknowledged before me this 13<sup>th</sup> day of July, 2007.

Caroline McDonald  
Notary Public

CAROLINE McDONALD  
Notary Public - State of Missouri  
County of St. Louis  
My Commission Expires Oct. 8, 2007

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 18, 2006, by HORIZON HOBBY, INC., a Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by, and all obligations and liabilities of, the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest and lien in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

EXHIBIT

A

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- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest and lien is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles, except that the provisions of this Agreement pertaining to the creation or perfection of Liens or the enforcement of rights of Administrative Agent in the Trademark Collateral and the Patent Collateral located in a state other than the State of Illinois shall be governed by the laws of such state.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HORIZON HOBBY, INC.

By: Michael Gillette  
Print Name: Michael Gillette  
Title: President

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By: Nicholas DeVilder  
Print Name: Nicholas DeVilder  
Title: Assistant Vice President

*Signature Page to Patent & Trademark  
Security Agreement*

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**SCHEDULE 1**  
to  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

Trademarks, Trademark Applications and Trademark Licenses

<u>Title</u>	<u>Trademark Registration Number</u>	<u>Serial Number</u>	<u>Date Filed</u>	<u>Registration Date</u>	<u>Country/State</u>
Evolution E	2948896	76-434739	7/26/02	5/10/05	United States
Evolution	2948897	76-434790	7/26/02	5/10/05	United States
DSM	3040637	78-464137	8/9/04	1/10/06	United States
Feel The Difference	3097899	78-641432	6/1/05	5/30/06	United States
Firebird Commander	2918080	78-218075	2/24/03	1/11/05	United States
Spektrum	3080770	78-490939	9/28/04	4/11/06	United States
Ultracote	1462800	73-651581	3/27/87	10/27/87	United States
Hangar 9	2538343	76-300337	8/16/01	2/12/02	United States
Hobby Zone	2528081	76-032570	4/24/00	1/1/02	United States
JR	2746674	76-434792	7/26/02	8/5/03	United States
JR	2746675	76-434793	7/26/02	8/5/03	United States
Radio Control Sports	2760489	76-449453	9/9/02	9/2/03	United States
Team Losi	1528416	73-691352	10/23/87	3/7/89	United States
Aerobird Challenger	2973054	78-220330	2/28/03	7/19/05	United States
Aerobird	2848726	76-449451	9/9/02	6/1/04	United States
Athearn	2199877	75-374827	10/17/97	10/17/98	United States
E-Flite	3068160	78-594501	3/24/05	3/14/06	United States
Firebird Outlaw	2915174	78-220302	2/28/03	12/28/04	United States
hobbyzone	2848727	76-449452	9/9/02	6/1/04	United States
Just Fly	2994781	78-428753	6/2/04	9/13/05	United States
Mini F	2933007	78-355010	1/21/04	3/15/05	United States
Design Phrase consisting of the letter "O" and the fanciful design of a radio antenna and 3 radio waves, and design	2848725	76-449450	9/9/02	6/1/04	United States
Parkzone	2968715	78-354923	1/21/04	7/12/05	United States
Ready to Roll	2528546	76-016636	3/31/00	1/8/02	United States
SFG	3115280	78-542345	1/8/05	7/11/06	United States



Technology					
SLO-V	3021979	78-386897	3/18/04	11/29/05	United States
Sportwerks	2996001	78-354933	1/21/04	9/13/05	United States
Thunder Rails	2427470	75-664670	3/22/99	2/6/01	United States
Design only - consists of a signal design	3103445	78-563666	2/9/05	6/13/06	United States
Hobby Shop NOW	2739998	76-434791	7/26/02	7/22/03	United States
Hobby Shop Now	2740001	76-435274	7/26/02	7/22/03	United States
Fast Serve	3062349	78-449820	7/13/04	2/28/06	United States
Dynamite	N/A	78-889050	5/22/06	Pending	United States
Race Smart	N/A	78-836867	3/14/06	Pending	United States
Mayhem	N/A	78-386907	3/18/04	Pending	United States
Mach	N/A	78-884432	5/16/06	Pending	United States
Dualink	N/A	78-836890	3/14/06	Pending	United States
Plug-N-Play	N/A	78-598011	3/30/05	Pending	United States
Roundhouse	N/A	78-561654	2/7/05	Pending	United States
Seagull	N/A	78-476495	8/31/04	Pending	United States
Digital Spectrum Modulation	N/A	78-464132	8/9/04	Pending	United States
Sparcl	N/A	78-931607	7/18/06	Pending	United States
Fly Smart	N/A	78-741090	10/26/05	Pending	United States
Stryker	N/A	78-386904	3/18/04	Pending	United States
Turmoil	N/A	78-787658	1/9/06	Pending	United States
Genesis	N/A	78-836896	3/14/06	Pending	United States
FS ONE	N/A	78-858540	4/11/06	Pending	United States
Horizon Hobby	N/A	78-736021	10/19/05	Pending	United States
DYNAMITE	1586915	73-763084	11/10/88	3/13/90	United States
Aerobird	2359313			9/3/04	United Kingdom
HobbyZone	A-927446			9/17/02	Australia
HobbyZone	023185563			5/9/03	France
HobbyZone	2310927			2/21/03	United Kingdom
HobbyZone	3621869			5/17/05	EU/CTM
Team Lost	2278691			2/1/02	United Kingdom

SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

<u>Title</u>	<u>Patent Number</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Issue Date</u>	<u>Country/State</u>
Digital Inclonometer and Related Methods	6880258	10648460	8/26/03	4/16/05	United States
Glow plug for an engine	D516086	29210169	7/28/04	2/28/06	United States
Engine head	D497368	29198710	2/3/04	10/19/04	United States
Engine	D493806	29170357	11/4/02	8/3/04	United States
Constance velocity universal joint system	N/A	11115727	4/27/05	Pending	United States
Control system for model aircraft	N/A	10737471	12/16/03	Pending	United States

Assignment of Patent Title Method and System for Controlling Radio Controlled Devices from Paul Beard, John Adams, Mathew Lee, and Eric Meyers recorded in U.S. Patent and Trademark Office, Reel/Frame: 017277/0599, February 3, 2006. The Company's patent application on this patent is pending.