

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
Revell Monogram LLC, now known as RG Distribution Sub, LLC		04/30/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Revell Inc.		
Street Address:	2904 Research Road		
City:	Champaign		
State/Country:	ILLINOIS		
Postal Code:	61822		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0860955	RED BARON	
Registration Number:	2919425	ICE T	
CORRESPONDENCE DATA			
Fax Number:	(312)569-3459		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-569-1459		
Email:	IPDOCKETCHICAGO@dbr.com		
Correspondent Name:	Drinker Biddle & Reath LLP		
Address Line 1:	c/o Melissa S. Dillenbeck, Esq.		
Address Line 2:	191 N. Wacker Drive, Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	407643		
NAME OF SUBMITTER:	Melissa S. Dillenbeck		
Signature:	/Melissa S. Dillenbeck/		

CH 0860955 \$65.00

Date:

07/20/2007

Total Attachments: 5

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UNITED STATES TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, made this 30th day of April, 2007, by and between Revell Monogram LLC, a limited liability company organized under the laws of Delaware, located and doing business at 725 Landwehr Road, Northbrook, Illinois, 60062, U.S.A., now known as RG Distribution Sub, LLC ("Assignor"), and Revell Inc. ("Assignee"), a corporation organized under the laws of Illinois, located and doing business at 2904 Research Road, Champaign, Illinois, 61822, U.S.A.;

WHEREAS, Assignor is the owner of and has adopted, used and is using the trademarks listed in Schedule A attached hereto and made a part hereof in the jurisdictions listed in Schedule A (such trademarks and any applications and registrations therefor identified in Schedule A are hereinafter referred to as the "Marks"); and

WHEREAS, Assignee wishes to acquire Assignor's right, title and interest in and to the Marks in the jurisdictions listed in Schedule A together with the goodwill of the business in connection with which the Marks are used; and

WHEREAS, Assignor wishes to assign the Marks together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in United States currency and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used in the jurisdictions listed in Schedule A and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the said Assignor if this assignment had not been made; together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to

sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the respective Registrars to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and at Assignee's reasonable expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): in the preparation and prosecution of any applications for registration of the Marks assigned herein or in the implementation or perfection of this assignment.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be signed and executed by the undersigned officer thereunto duly authorized on the date and year first above written.

SCHEDULE A

COUNTRY	TRADEMARK	REG. NO.	REG. DATE
United States	RED BARON	860,955	11/26/1968
United States	ICE T	2,919,425	01/18/2005

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