

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Revell Monogram LLC		04/30/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Revell Inc.		
<b>Street Address:</b>	2904 Research Road		
<b>City:</b>	Champaign		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	61822		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2688939	SPY SPORTSTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)569-3459		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-569-1459		
<b>Email:</b>	IPDOCKETCHICAGO@dbr.com		
<b>Correspondent Name:</b>	Drinker Biddle & Reath LLP		
<b>Address Line 1:</b>	c/o Melissa S. Dillenbeck, Esq.		
<b>Address Line 2:</b>	191 N. Wacker Drive, Suite 3700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	HOB074USA		
<b>NAME OF SUBMITTER:</b>	Melissa S. Dillenbeck		
<b>Signature:</b>	/Melissa S. Dillenbeck/		

CH \$40.00 2688939

Date:

08/10/2007

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY ASSIGNMENT

**THIS ASSIGNMENT**, made this 30<sup>th</sup> 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. ("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 patents, trademarks and domain names listed in Schedule 4.16(b) attached hereto and made a part hereof in various jurisdictions throughout the world (such patents, trademarks and domain names and any applications and registrations therefor identified in Schedule 4.16(b) are hereinafter referred to as the "Intellectual Property"); and

**WHEREAS**, Assignee wishes to acquire Assignor's right, title and interest in and to the Intellectual Property in various jurisdictions throughout the world as listed in Schedule 4.16(b) together with the goodwill of the business in connection with which the Intellectual Property is used; and

**WHEREAS**, Assignor wishes to assign the Intellectual Property together with the goodwill of the business in connection with which the Intellectual Property is 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 Intellectual Property together with the goodwill of the business in connection with which the Intellectual Property is used throughout the world 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 Intellectual Property, 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 Intellectual Property, 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 Intellectual Property 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.



REVELL INC.

By: [Signature]  
Name: Walter J. Hemming  
Title: President

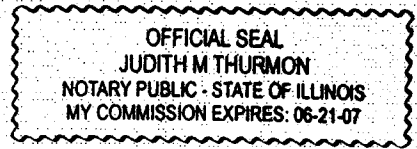
STATE OF IL )  
COUNTY OF Champaign ) SS:

On this 30<sup>th</sup> day of April, 2007, before me, a Notary Public in and for said county, appeared Walter J. Hemming, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

{SEAL}

[Signature]  
Notary Public  
My Commission Expires: 6-21-07

CH01/12507963.1



**SCHEDULE 4.16(b) -- TRADEMARKS/SERVICE MARKS  
OWNED BY SELLER**

COUNTRY	TRADEMARK	REG. NO. / APPLICATION NO.	REG. DATE./FILING DATE
Canada	Digger Dan's	306342	8/30/85
Canada	Creative Masters Ltd	362652	11/10/89
Canada	Revell	111557	9/19/58
Canada	Revell & Design	241421	3/21/95
Canada	Monogram	139563	3/19/65
Canada	Monogram	387960	8/23/91
Canada	Monogram & Design	222661	8/26/77
Canada	Snaptite	197309	2/8/74
Canada	Snaptite & Design	419311	11/15/93
Europe	Style Studio	3661014	2/11/2014
Europe	Style Studio & Design	3660751	2/11/2014
Japan	Snaptite	1619404	9/29/1993
Mexico	Revell	82105	4/21/55
Mexico	Revell & Design	222906	9/17/78
Mexico	Monogram	126744	7/29/65
Puerto Rico	Revell	19754	11/7/75
Puerto Rico	Revell	19754	11/7/1975
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	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	Big T	2,948,881	5/10/05
United States	Boothill Express	2,967,587	7/12/05
United States	Dingo	2,684,113	2/4/03
United States	Garbage Truck	2,948,880	5/10/05
United States	Ice T	2,919,425	1/18/05
United States	Lil Coffin	2,948,879	5/10/05
United States	Li'l 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	Red Baron	860,955	11/26/68
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)	76/663,751	7/27/06
United States	RPMZ Logo (1)	76/663,750	7/27/06
United States	RPMZ Logo (2)	76/663,778	7/27/06
United States	Revell Performance Machines	76/663,777	7/27/06
United States	Renwal (Standard Character)	76/672,921	2/21/07
United States	Renwal Logo	76/672,922	2/21/07
United States	Renwal Blueprint Models "Build The Finest" Logo	76/672,923	2/21/07

<b>SCHEDULE 4.16(b) -- PATENTS OWNED BY SELLER</b>
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5,511,685
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D 353,397
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**SCHEDULE 4.16(b) -- DOMAIN NAMES OWNED BY SELLER**

www.revell.com

www.revell-group.com

www.revell-monogram.com

www.revellmonogram.com

www.revellnorthamerica.com

www.revellusa.com

www.stylestudio.com

www.therevellgroup.com

www.revellmonogramap.com

www.revell-monogram.cn

www.stylestudio.de