

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
Humbrol Limited		11/09/2006	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	HORNBY HOBBIES LIMITED		
Street Address:	Westwood, Margate		
City:	Kent		
State/Country:	UNITED KINGDOM		
Postal Code:	CT9 4JX		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1142177	HUMBROL	
CORRESPONDENCE DATA			
Fax Number:	(212)949-1690		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-697-3750		
Email:	dbk@kirschsteinlaw.com		
Correspondent Name:	David B. Kirschstein		
Address Line 1:	489 Fifth Avenue, 17th Floor		
Address Line 4:	New York, NEW YORK 10017-6105		
ATTORNEY DOCKET NUMBER:	HUMBROL ASSIGNMENT		
DOMESTIC REPRESENTATIVE			
Name:	David B. Kirschstein		
Address Line 1:	489 Fifth Avenue		
Address Line 2:	17th Floor		

CH \$40.00 1142177

Address Line 4: New York, NEW YORK 10017-6105

NAME OF SUBMITTER:

David B. Kirschstein

Signature:

/David B. Kirschstein/

Date:

10/19/2007

Total Attachments: 7

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(Assignment of
HUMBROL
TMs)

DATED

9 NOVEMBER

2006

**(1) HOBBY PRODUCTS GROUP (HOLDINGS) LIMITED (IN ADMINISTRATION)
HOBBY PRODUCTS GROUP LIMITED (IN ADMINISTRATION) AND HUMBROL
LIMITED (IN ADMINISTRATION)**

(2) THE ADMINISTRATORS

and

(3) HORNBY HOBBIES LIMITED

ASSIGNMENT OF INTELLECTUAL PROPERTY

*berwin leighton paisner

Adelaide House London Bridge London EC4R 9HA
tel +44 (0)20 7760 1000 fax +44 (0)20 7760 1111

DATE:

9 NOVEMBER

2006

PARTIES:

- 1 **Assignor** **Hobby Products Group (Holdings) Limited (in Administration)** (company registration number 03785375) whose registered office is at c/o Grant Thornton LLP, 1 Whitehall Riverside, Whitehall Road, Leeds LS1 4BN, **Hobby Products Group Limited (in Administration)** (company registration number 02911035) whose registered office is at c/o Grant Thornton LLP, 1 Whitehall Riverside, Whitehall Road, Leeds LS1 4BN and **Humbrol Limited (in Administration)** (company register number 00437643) whose registered office is at c/o Grant Thornton LLP, 1 Whitehall Riverside, Whitehall Road, Leeds LS1 4BN acting by their Administrators;
- 2 **Administrators** Keith Hinds and Joseph Peter Francis McLean both of Grant Thornton LLP, 1 Whitehall Riverside, Whitehall Road, Leeds, LS1 4BN in their respective capacities as administrators of the Assignor; and
- 3 **Assignee** **Hornby Hobbies Limited** a company incorporated in England with registered number 02065081 whose registered office is at Westwood, Margate, Kent CT9 4JX.

Recitals

- A The Administrators were appointed to act as Joint Administrators of the Assignor on 30 August 2006 by the directors of the Assignor pursuant to paragraph 22 of Schedule B1 to the Insolvency Act 1986.
- B The Assignor and the Administrators have agreed by an agreement dated 9 November 2006 and entered into by them with the Assignee (the "Sale Agreement") that the Assignor shall assign to the Assignee such right title and interest as it has in the Intellectual Property Rights relating to the Humbrol, Confectionary and Young Scientist Business on the terms and conditions set out below.

1 Definitions

Assigned IP

(I) all Intellectual Property Rights owned or used by the Assignor (whether solely or with others) in or relating to the Humbrol, Confectionary and Young Scientist Business prior to and at the date of the Sale Agreement together with the benefit and burden of any licences, consents, permissions or other restrictions or interests relating thereto; and

(II) all Intellectual Property Rights in or relating to the Humbrol, Confectionary and Young Scientist Business which the Assignor in future becomes entitled to.

Humbrol, Confectionary and Young Scientist Business

the business of producing, distributing and selling products under or in connection with the Humbrol, Confectionary and Young Scientist brands and all other brands associated with the Humbrol, Confectionary and Young Scientist brands.

Intellectual Property Rights

means patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyright, data rights affording equivalent protection to copyright, database rights, design rights, semi-conductor topography rights, trade marks, service marks, business names, trade names, logos, domain names, moral rights and all registrations or applications to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country or jurisdiction, rights in the nature of unfair competition rights, rights in goodwill and rights to sue for passing off or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world held or used by the Assignor as at the date of this agreement

2 Assignment

In consideration of the sums set out in the Sale Agreement, the receipt of which the Assignor hereby acknowledges, the Assignor hereby assigns to the Assignee absolutely all such right, title and interest as it may have in the Assigned IP as at the date of the Sale Agreement, including the right for the Assignee to sue for and

obtain full and effective relief in respect of every act of infringement of the Intellectual Property Rights occurring prior to the date of this assignment.

3 Further Assurance

3.1 The Assignor acting by the Administrators agree to execute any further documents, perform any further acts and give any assistance (at the Assignee's reasonable expense, save where the same is required as a result of the Assignor's failure to assign the Assigned IP in accordance with clause 2, in which case it shall be at the Assignors expense and for such time as the Administrators remain in office) as the Assignee or its assignees may at any time reasonably require properly:

3.1.1 to complete or record the Assignee's rights in the Assigned IP;

3.1.2 to uphold the Assignee's rights in the Assigned IP; and

3.1.3 to defeat any challenge to the validity of, and resolve any questions concerning, the Assigned IP.

4 Exclusion of Covenants

No covenant for title or title guarantee of any sort shall be implied into this deed and the exclusions and limitations set out in the Sale Agreement shall apply to this deed as if set out in full in this deed.

5 Exclusion of Administrators' personal liability

The Administrators have entered into and signed this agreement as agents for or on behalf of the Assignor and neither they their firm, partners, employees, advisers, representatives or agents shall incur any personal liability whatever in respect of any of the obligations undertaken by the Assignor or in respect of any failure on the part of the Assignor to observe, perform or comply with any such obligations or under or in relation to any associated arrangements or negotiations or under any document or assurance made pursuant to this agreement. The Administrators are party to this agreement in their personal capacities only for the purpose of receiving the benefit of the exclusions, limitations, undertakings, covenants and indemnities in their favour contained in this agreement.

6 Governing Law

This assignment shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

Delivered as a deed on the date of this document.

Executed and delivered as a deed by)
 [])
 for and on behalf of **Hobby Products Group**)
Holdings Limited (In Administration),)
Hobby Products Group Limited (In)
Administration) and Humbrol Limited (In)
Administration) as their agent and without)
 personal liability in the presence of:

Witness' signature:

Address:

Occupation:

Executed and delivered as a deed by [])
] for and on behalf of the)
 Administrators without personal liability and)
 solely for the purpose of receiving the benefit)
 of the provisions of this deed in their favour in)
 the presence of:

Witness' signature:


Address:

Occupation:

Executed and delivered as a deed by **Hornby**)
Hobbies Limited:)

Witness' signature: )
 A.A.H.W.)

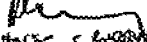
Address: 30 NEWPORTS, BR8 8LE

Occupation: SECURITY OFFICER Director 


Director 

Delivered as a deed on the date of this document.

Executed and delivered as a deed by)
 [KEITH HIN & S])
 for and on behalf of Hobby Products Group)
 Holdings Limited (in Administration),)
 Hobby Products Group Limited (in)
 Administration) and Humbrol Limited (in)
 Administration) as their agent and without)
 personal liability in the presence of)

Witness' signature: 
 Address: CULBERTSON HOUSE, 5 GERRARD AVENUE
 KUNMINSTER, ONTARIO
 Occupation: CHARITABLE ACCOUNTANT

Executed and delivered as a deed by [KEITH)
 Hin & S] for and on behalf of the)
 Administrators without personal liability and)
 solely for the purpose of receiving the benefit)
 of the provisions of this deed in their favour in)
 the presence of)

Witness' signature: 
 Address: CULBERTSON HOUSE, 5 GERRARD AVENUE
 KUNMINSTER, ONTARIO
 Occupation: CHARITABLE ACCOUNTANT

Executed and delivered as a deed by Hornby)
 Hobbies Limited:)

Witness' signature:)

Address:)

Occupation:)

Director

Director