

12-04-2007



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

1. Name of conveying party(ies):

Maplegate Media Group, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Connecticut
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 28, 2007

- Assignment
- Security Agreement
- Other Assignment as Collateral
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fairfield County Bank

Internal Address: Commercial Loan Department

Street Address: 150 Danbury Road

City: Ridgefield

State: CT

Country: USA Zip: 06877

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

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

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE A

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE A

Additional sheet(s) attached? Yes No

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

SEE ATTACHED SCHEDULE A

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

Name: Peter A. Arturi, Esq.

Internal Address: _____

Cohen & Wolf, P.C.

Street Address: 158 Deer Hill Avenue

City: Danbury

State: CT Zip: 06810

Phone Number: (203) 792-2771

Fax Number: (203) 791-8149

Email Address: paa@cohenandwolf.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 000002675014834
Expiration Date 12/04/2007

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Peter A. Arturi

November 28, 2007

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Schedule A

<u>Mark</u>	<u>Registration or Application No.</u>
<u>WWW.BOTMAG.COM</u> ROBOT	78/814,834
FLY RC	3,030,118
RADIO CONTROL FLYER	2,907,272
RC DRIVER	2,905,350
RC FLYER	2,907,271

Assignment of Trademarks as Collateral

Whereas, Maplegate Media Group, Inc., having an address at 650 Danbury Road, Ridgefield, Connecticut 06877 (the "Assignor"), is the sole and exclusive owner of all right, title and interest in and to the trademarks, registrations and applications for registration listed and described in Schedule A attached hereto and hereby made a part hereof (collectively, the "Trademarks"), and is the sole and exclusive owner of all of the goodwill of the Assignor's business in connection with the use of the Trademarks; and

Whereas, the Assignor desires to obtain a loan from Fairfield County Bank, a Connecticut banking corporation, having an address at 150 Danbury Road, Ridgefield, Connecticut 06877 (the "Assignee"); and

Whereas, as a condition of making the loan to the Assignor, and to further secure all liabilities and obligations of the Assignor to the Assignee, the Assignee desires to acquire the entire right, title and interest of the Assignor in and to the Trademarks, together with all of the goodwill of the Assignor's business in connection with the use of the Trademarks.

Now, Therefore, in order to induce the Assignee to make the loan to the Assignor, and to extend from time to time, in its sole discretion in each instance, credit, advances or other financial accommodations to or for the account or benefit of the Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor, for itself and its successors and assigns, does hereby sell, assign and transfer to the Assignee, its successors and assigns, all right, title and interest the Assignor presently owns and hereafter may acquire in and to the Trademarks, together with all of the goodwill of the Assignor's business in connection with the use of the Trademarks, and in and to any renewals, divisions, continuations and extensions of the Trademarks, including but not limited to the rights of priority arising from the Trademarks, all claims for damages by reason of infringement of the Trademarks having arisen in the past or arising at some later date, the right to sue for any past, present or future infringement of the Trademarks, and the right to collect any royalties under any license agreements heretofore granted or hereafter to be granted.

And Further, the Assignor hereby agrees to execute, without further consideration, any other documents, additional instruments of assignment, affidavits or applications with respect to the Trademarks, and to do all other acts that may be deemed necessary by the Assignee in order to fully secure to the Assignee its interests in the Trademarks, including, but not limited to, communicating to the Assignee and its successors and assigns any facts known to it relating to the Trademarks, and testifying as to the same in any litigation, hearing or proceeding relating to the Trademarks.

And Further, the Assignor hereby covenants that it has not heretofore assigned, mortgaged or permitted any lien or encumbrance to exist with respect to any of the Trademarks or granted any license to use any of the Trademarks, or that all such assignments, mortgages, liens, encumbrances and licenses have, as of the date hereof, been reassigned to the Assignor or released, extinguished and/or terminated, and that the Assignor will not henceforth assign, license, mortgage or encumber any of the Trademarks, or execute any document to that effect, without the prior written consent of the Assignee.


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And Further, the Commissioner of Patents and Trademarks of the United States and the appropriate corresponding officers of all other countries are hereby authorized and requested to issue to the Assignee, in accordance with the terms of this Assignment, any and all certificates of registration which may be granted with respect to applications for registration of the Trademarks.

Notwithstanding anything contained herein to the contrary, it is understood that the purpose of this Assignment is to secure the payment of any and all liabilities and obligations of the Assignor to the Assignee, direct or indirect, absolute or contingent, presently due or to become due, or presently existing or hereafter arising. It is further understood that upon satisfaction in full of all of such liabilities and obligations by the Assignor to the Assignee, the Assignee shall reassign without recourse to the Assignor all interest in the Trademarks assigned pursuant to this Agreement.

In Witness Whereof, the Assignor has caused this Assignment to be executed and delivered November 28, 2007.

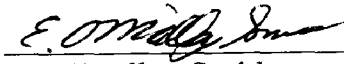
Maplegate Media Group, Inc.

By: 
Sharon E. Warner, President

State of Connecticut)
) ss: Danbury
County of Fairfield)

November 28, 2007

The foregoing instrument was acknowledged before me, the undersigned officer, by Sharon E. Warner, as President of Maplegate Media Group, Inc.



E. O'Malley Smith
Commissioner of the Superior Court

Schedule A

<u>Mark</u>	<u>Registration or Application No.</u>
<u>WWW.BOTMAG.COM</u> ROBOT	78/814,834
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