

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Short Form Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lionel L.L.C.		05/01/2008	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	Guggenheim Corporate Funding, LLC
<b>Street Address:</b>	135 East 57th Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 42**

Property Type	Number	Word Mark
Registration Number:	2549316	400E
Registration Number:	2573105	A.C. GILBERT CO.
Registration Number:	2813095	AMERICAN FLYER
Registration Number:	2819956	CAB-1
Registration Number:	2946459	FAT BOY
Registration Number:	2194149	GILBERT
Registration Number:	2194150	GILBERT HALL OF SCIENCE
Registration Number:	736342	L
Registration Number:	742952	L
Registration Number:	1521981	L LIONEL LARGE SCALE
Registration Number:	2825192	LIONEL
Registration Number:	3131852	LIONEL
Registration Number:	313353	LIONEL
Registration Number:	2201889	LIONEL CITY

CH \$1065.00 2549316

Registration Number:	2641950	LIONEL SINCE 1900
Registration Number:	2355674	LIONEL L SINCE 1900
Registration Number:	2468080	LIONEL LEGENDARY TRAINS
Registration Number:	2207490	LIONEL LINES
Registration Number:	2253979	LIONEL ROUTE 66
Registration Number:	2680647	LIONEL SINCE 1900
Registration Number:	2758658	LIONELVILLE
Registration Number:	3003674	LIONELVILLE
Registration Number:	2494754	LIONMASTER
Registration Number:	2708957	LOCKON
Registration Number:	574511	MAGNE-TRACTION
Registration Number:	2651493	MAGNIVISION
Registration Number:	2679526	
Registration Number:	2482776	ODYSSEY
Registration Number:	1536513	POSI-LOCK
Registration Number:	2207491	POWERMASTER
Registration Number:	3403449	POWERMAX
Registration Number:	2521500	POWERSTATION-POWERHOUSE
Registration Number:	2819957	PULLMOR
Registration Number:	2711066	RAILSOUNDS
Registration Number:	3034452	STANDARD O
Registration Number:	2601928	STANDARD OF THE WORLD
Registration Number:	3169314	SUPER "O"
Registration Number:	2704293	TMCC
Registration Number:	2876069	TRAINMASTER
Registration Number:	3276273	TRAINSOUNDS
Registration Number:	1070302	TRAINS 'N TRUCKIN'
Registration Number:	2385344	ZW

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2123108000

Email: hoyoon.nam@weil.com, vigdis.bronder@weil.com,  
suzanne.inglis@weil.com

Correspondent Name: Hoyoon Nam c/o Weil, Gotshal & Manges

Address Line 1: 767 Fifth Avenue

**TRADEMARK**  
**REEL: 003783 FRAME: 0415**

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: 51014.0013.SK

NAME OF SUBMITTER: Hoyoom Nam

Signature: /Hoyoon Nam/

Date: 05/16/2008

Total Attachments: 6  
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## Short Form Trademark Security Agreement

**TRADEMARK SECURITY AGREEMENT**, dated as of May 1, 2008, by the entity listed on the signature pages hereof ( "Grantor"), in favor of Guggenheim Corporate Funding, LLC, as agent (in such capacity, the "Agent").

### W i t n e s s e t h:

WHEREAS, pursuant to the Second Lien Loan and Security Agreement, dated as of May 1, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Lionel L.L.C., a New York limited liability company (the "Borrower"), the guarantors party thereto, the several financial institutions or entities from time to time parties thereto (the "Lenders") and the Agent, the Lenders have severally agreed to make loans, advances and provide other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to a Trademark Collateral Assignment and Security Agreement, dated May 1, 2008 (the "Security Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

#### **Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Loan Agreement or in the Security Agreement and used herein have the meaning given to them in the Loan Agreement or the Security Agreement.

#### **Section 2. Grant of Security Interest in Trademark Collateral**

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the secured obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its trademarks, including, without limitation, those referred to on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each trademark; and
- (c) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.


### **Section 3. Security Agreement**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement or any of the other Financing Agreements, the Intercreditor Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**LIONEL L.L.C.,**  
as Grantor

By:   
Name: Scott Turkington  
Title: CFO

Accepted and Agreed  
as of the date first above written:

**GUGGENHEIM CORPORATE FUNDING, LLC,**  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO SHORT FORM TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**LIONEL L.L.C.,**  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed  
as of the date first above written:

**GUGGENHEIM CORPORATE FUNDING, LLC,**  
as Agent

By: WR Hagner  
Name: **Bill Hagner**  
Title: **Managing Director**

[SIGNATURE PAGE TO SHORT FORM TRADEMARK SECURITY AGREEMENT]

**Schedule 1**

**TRADEMARK REGISTRATIONS**

<b>Mark Name</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
400E	United States	76/088,946	14-Jul-00	2549316 <sup>†</sup>	19-Mar-02
A.C. GILBERT CO.	United States	76/130,680	19-Sep-00	2573105 <sup>†</sup>	28-May-02
AMERICAN FLYER	United States	78/222,875	07-Mar-03	2813095 <sup>†</sup>	10-Feb-04
CAB-1	United States	78/232,485	01-Apr-03	2819956 <sup>†</sup>	02-Mar-04
FAT BOY	United States	76/456,910	08-Oct-02	2946459 <sup>†</sup>	03-May-05
GILBERT	United States	75/184,254	21-Oct-96	2194149 <sup>†</sup>	06-Oct-98
GILBERT HALL OF SCIENCE	United States	75/184,256	21-Oct-96	2194150 <sup>†</sup>	06-Oct-98
L & DESIGN (STYLIZED L IN A CIRCLE)	United States	72/125,393	04-Aug-61	736342 <sup>†</sup>	21-Aug-62
L & DESIGN (STYLIZED L IN A CIRCLE)	United States	72/131,589	08-Nov-61	742952 <sup>†</sup>	01-Jan-63
L LIONEL LARGE SCALE AND DESIGN	United States	73/731,450	31-May-88	1521981 <sup>†</sup>	24-Jan-89
LIONEL	United States	78/226,487	17-Mar-03	2825192 <sup>†</sup>	23-Mar-04
LIONEL	United States	78/320,101	29-Oct-03	3131852 <sup>†</sup>	22-Aug-06
LIONEL	United States	71/345,968	12-Jan-34	313353 <sup>†</sup>	22-May-34
LIONEL CITY	United States	75/165,147	13-Sep-96	2201889 <sup>†</sup>	03-Nov-98
LIONEL L SINCE 1900 AND DESIGN	United States	76/216,535	26-Feb-01	2641950 <sup>†</sup>	29-Oct-02
LIONEL L SINCE 1900 AND DESIGN	United States	75/337,172	07-Aug-97	2355674 <sup>†</sup>	06-Jun-00
LIONEL LEGENDARY TRAINS AND DESIGN	United States	75/337,258	07-Aug-97	2468080 <sup>†</sup>	10-Jul-01
LIONEL LINES	United States	75/165,078	13-Sep-96	2207490 <sup>†</sup>	01-Dec-98
LIONEL ROUTE 66	United States	75/165,076	13-Sep-96	2253979 <sup>†</sup>	15-Jun-99
LIONEL SINCE 1900 AND DESIGN	United States	76/387,180	26-Mar-02	2680647 <sup>†</sup>	28-Jan-03
LIONELVILLE	United States	76/462,705	29-Oct-02	2758658 <sup>†</sup>	02-Sep-03
LIONELVILLE AND DESIGN	United States	78/345,034	23-Dec-03	3003674 <sup>†</sup>	04-Oct-05
LIONMASTER	United States	75/637,671	05-Feb-99	2494754 <sup>†</sup>	02-Oct-01
LOCKON	United States	76/387,125	26-Mar-02	2708957 <sup>†</sup>	22-Apr-03
MAGNE-TRACTION (STYLIZED)	United States	71/599,710	24-Jun-50	574511 <sup>†</sup>	19-May-53
MAGNIVISION	United States	76/278,633	29-Jun-01	2651493 <sup>†</sup>	19-Nov-02

<sup>†</sup> The transfer of trademark registrations for trademarks denoted by † from the Company to Lionel Trademark L.L.C. is being contemplated at closing.



MISCELLANEOUS DESIGN (BLUE AND ORANGE)	United States	76/042,329	26-Apr-01	2679526 <sup>†</sup>	28-Jan-03
ODYSSEY	United States	75/469,033	16-Apr-98	2482776 <sup>†</sup>	28-Aug-01
POSI-LOCK	United States	73/730,281	23-May-88	1536513 <sup>†</sup>	25-Apr-89
POWERMASTER	United States	75/165,149	13-Sep-96	2207491 <sup>†</sup>	01-Dec-98
POWERMAX	United States	78/890,266	23-May-06	3403449 <sup>†</sup>	25-Mar-08
POWERSTATION-POWERHOUSE	United States	75/529,594	03-Aug-98	2,521,500 <sup>†</sup>	25-Dec-01
PULLMOR	United States	78/232,506	01-Apr-03	2819957 <sup>†</sup>	02-Mar-04
RAILSOUNDS	United States	76/395,868	15-Apr-02	2711066 <sup>†</sup>	29-Apr-03
STANDARD O	United States	78/400,217	12-Apr-04	3034452 <sup>†</sup>	27-Dec-05
STANDARD OF THE WORLD	United States	75/899,926	21-Jan-00	2601928 <sup>†</sup>	30-Jul-02
SUPER "O"	United States	78/211,834	06-Feb-03	3169314 <sup>†</sup>	07-Nov-06
TMCC	United States	76/404,278	06-May-02	2704293 <sup>†</sup>	08-Apr-03
TRAINMASTER	United States	76/387,740	26-Mar-02	2876069 <sup>†</sup>	24-Aug-04
TRAINSOUNDS	United States	78/449,400	12-Jul-04	3276273 <sup>†</sup>	07-Aug-07
TRAINS 'N TRUCKIN'	United States	73/096,576	13-Aug-76	1,070,302 <sup>†</sup>	26-Jul-77
ZW	United States	75/751,551	15-Jul-99	2385344 <sup>†</sup>	12-Sep-00

**PENDING TRADEMARK APPLICATIONS**

Mark Name	Country	Serial No.	Filing Date	Reg. No.	Reg. Date
LIONEL LEGACY CONTROL SYSTEM (stylized and/or with design)	United States	77/194,648 <sup>†</sup>	31-May-07		