

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Corgi Classics Limited		04/30/2008	CORPORATION: UNITED KINGDOM
Corgi International Limited		04/30/2008	CORPORATION: HONG KONG
Corgi USA, Inc.		04/30/2008	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Hornby Hobbies Limited
<b>Street Address:</b>	Westwood
<b>Internal Address:</b>	Margate
<b>City:</b>	Kent
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	CT9 4JX
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	3106834	BASSETT-LOWKE
Registration Number:	0641340	CORGI
Registration Number:	0806319	CORGI
Registration Number:	3238983	CORGI
Registration Number:	3102293	CORGI WHEELZ
Registration Number:	1314803	DAYS GONE
Registration Number:	2595864	FIREBASE 'NAM
Registration Number:	2626388	FORGOTTEN HEROES
Registration Number:	3095244	FORWARD MARCH
Registration Number:	2595863	HEROES UNDER FIRE
Serial Number:	78831331	SIGHTS & SOUNDS

CH \$390.00 3106834

Registration Number:	2902554	TACTICAL STRIKE
Registration Number:	2397162	THE AVIATION ARCHIVE
Registration Number:	2499159	UNSUNG HEROES
Registration Number:	1872612	VANGUARDS

**CORRESPONDENCE DATA**

Fax Number: (215)231-0043  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2159886987  
Email: krajicek@blankrome.com  
Correspondent Name: Kathleen Haney Krajicek  
Address Line 1: Blank Rome LLP  
Address Line 2: One Logan Square  
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 125804-00100

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Kathleen Haney Krajicek

Signature: /kathleen haney krajicek/

Date: 06/09/2008

**Total Attachments: 14**

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DATED 30 April 2008

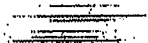
**CORGI CLASSICS LIMITED**  
and  
**CORGI USA, INC.**  
and  
**CORGI INTERNATIONAL LTD.**  
as Assignors

**Hornby Hobbies Limited**  
as Assignee

**INTELLECTUAL PROPERTY ASSIGNMENT**

\*berwin leighton paisner  
Berwin Leighton Paisner LLP  
Adelalde House London Bridge London EC4R 9HA  
tel +44 (0)20 7760 1000 fax +44 (0)20 7760 1111

**TRADEMARK**  
**REEL: 003792 FRAME: 0047**



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TRADEMARK

**INTELLECTUAL PROPERTY ASSIGNMENT - EXISTING IPR**

DATED 30 April 2008

**PARTIES**

- (1) **CORGI CLASSICS LIMITED**, a company incorporated in England and Wales with registered number 03034370 whose registered office is at Park House Meridian East, **CORGI INTERNATIONAL LIMITED** a company incorporated in Hong Kong whose registered office is Unit 711-717, 7/F, Tower A, New Mandarin Plaza, 14 Science Museum Road, TST East, Kowloon, Hong Kong, S.A.R. China and **CORGI USA, INC.** a corporation whose registered office is at 201 North Civic Drive, #239 Walnut Creek, California 94596 USA (the "Assignors", each individually an "Assignor")
- (2) **HORNBY HOBBIES LIMITED**, a Company incorporated in England and Wales with registered number 02065081 whose registered office is at Westwood, Margate, Kent CT9 4JX (the "Assignee").

**BACKGROUND**

This agreement is entered into further to clause 6.2(a)(ii) of the Asset Purchase Agreement of today's date between the Assignors and the Assignee (the "APA").

**OPERATIVE PROVISIONS**

**1 DEFINITION**

**1.1 In this Agreement:**

**"Assigned IPR"** means

(i) all IPR in or relating to the brands "Corgi", "Lledo", "Basset Lowke", "Vanguard" and "Days Gone By" and all the other trade marks listed in the Schedule; and

(ii) all the trade mark applications and registrations listed in the Schedule, and the Domain Names;

(iii) all IPR in or relating to the Tooling, including all design documents and drawing for the Tooling; and

(iv) all other IPR owned by any of the Assignors or any other members of the Assignees' Group which is or has been used in the Business;

**"Domain Names"** means the domain names listed in the Schedule; and

**"IPR"** means any and all copyright and rights in the nature of copyright, design rights, patents, trademarks, applications for any of the above, moral rights, know how, confidential information, domain names, and any other intellectual or industrial property rights whether or not registered and whether subsisting in the United Kingdom or any other part of the world.

**1.2** Clauses 1.1-1.7 of the APA shall apply equally in this agreement unless the context requires otherwise.

2

## **ASSIGNMENT**

In further consideration of the sum of £1 paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns (or will procure the assignment) to the Assignee all rights, title and interest in and to the Assigned IPR including the right for the Assignee to bring proceedings against any third party in respect of past acts of infringement of the Assigned IPR (including proceedings in respect of passing off and/or acts under laws of unfair competition in respect of the Assigned IPR).

3

## **DOMAIN NAMES**

Subject to clause 13 of the APA, the Assignors will, promptly following the date of this agreement, transfer (or procure the transfer) of the Domain Names to the Assignee, including taking (or procuring the taking of) all steps necessary (including payment of any fees) to effect the transfer of the Domain Names, and continue to do so, keeping the Assignee informed in writing of the progress of the transfer and generally cooperate with the Assignee to effect the transfers as soon as possible.

4

## **FURTHER ASSURANCE**

The Assignors agree to execute, sign and do all such further Instruments, applications, documents, acts and things and give any further assistance (all at the reasonable expense of the Assignee, save to the extent that the request results from any failure by the Assignors to transfer the Assigned IPR in accordance with clauses 2 and 3 or a breach of any warranty in this agreement) as the Assignee may at any time reasonably request, properly:

4.1

to secure the vesting in the Assignee absolutely of the full right, title and interest in and to the Assigned IPR;

4.2

to uphold the Assignee's rights in the Assigned IPR; and

4.3

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

5

## **ENTIRE AGREEMENT**

This Agreement and the APA constitute the entire understanding between the parties relating to the subject matter of this agreement and, save where expressly referred to, shall supersede all prior representations, writings, negotiations or understandings between the parties in relation to the Assigned IPR, except in respect of any fraudulent misrepresentation made by either party.

6

## **RIGHTS OF THIRD PARTIES**

6.1

Unless the right of enforcement is expressly granted, it is not intended that any provision of this agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

6.2

The parties may rescind or vary this Agreement without the consent of any third party to whom an express right to enforce any of its provisions is expressly granted.



**7. GOVERNING LAW**

- 7.1 This agreement shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement, save that the Assignee shall be entitled, at its option, to bring proceedings in any other jurisdiction.

**This Agreement has been entered into on the date stated at the beginning of this Agreement.**



**Schedule  
IPR**

**Domain Names**

*Registered to Corgi Classics Limited.*

bassettlowke.co.uk  
bassett-lowke.com  
corgi.co.uk  
corgiclassics.co.uk  
corgi-international.co.uk  
corgi-international.com  
daysgone.co.uk  
daysgone.com  
diecast.co.uk  
mettoy.co.uk  
mettoy.com  
platinumstockist.co.uk  
platinum-stockist.co.uk  
platinumstockist.com  
platinum-stockist.com  
platinum-stockists.co.uk  
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platinumstockists.com  
platinum-stockists.com  
thecorgicollection.co.uk  
vanguards.co.uk





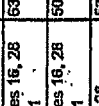

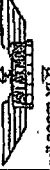
*Registered to Card Inc.*

corgi-classics.com  
lledo.com  
vanguards.com

**Trade Mark Applications and Registrations**



Corgi Classics Limited - Trade Mark Applications











Country	Mark	Device	Class(es)	Appl'n No.	Filed	Registration No.	Status	Approx Costs
Argentina	CORGI		Class 28	1961769	14-Feb-1995	2093968	22-Jun-2016	
Australia	CORGI		Class 28	125552	19-Sep-1955	125552	19-Sep-2017 - awaiting renewal certificate.	
Australia	CORGI & Device (Version 1)		Class 28	189101	24-Jul-1964	189101	24-Jul-2009	
Australia	DAYS GONE		Class 28	388986	22-Mar-1953	388986	22-Mar-2014	
Austria	CORGI		Class 28	63863	11-Mar-1963	50585	31-Jul-2013 - no certificate of renewal	
Austria	CORGI & Device (Version 1)		Class 28	183364	20-Jul-1964	53670	30-Nov-2014	
Benelux	CORGI		Class 28	688210	31-Oct-1966	424012	31-Oct-2016	
Brazil	CORGI		Class 28	811628038	07-Oct-1964	811628038	06-Nov-2010	
Canada	CORGI		Class 28	293146	07-Nov-1955	TMA105123	30-Nov-2016	
Canada	CORGI & Device (Version 1)		Class 28	292337	05-Oct-1955	TMA146974	09-Sep-2011	
Canada	DAYS GONE		Class 28	595331	12-Nov-1987	TMA352859	10-Mar-2019	
China	CORGI		Class 28	36672	07-Oct-1987	322705	29-Aug-2008 - no certificate of renewal	51,000
Community Trade Mark	CORGI		Classes 28 and 41	4306466	23-Feb-2005	4306466	23-Feb-2015	
Community Trade Mark	CORGI & Device (Version 4)		Classes 28 and 41	4305478	23-Feb-2005	4305478	23-Feb-2015	
Community Trade Mark	CORGI Warbirds Logo		Classes 16, 28 and 41	5467568	02-Nov-2006	5467568	02-Nov-2016	51,400
Community Trade Mark	CORGI WHEELZ		Classes 16, 28 and 41	5051636	12-Apr-2006	5051636	12/04/2016 Registered cert rec'd 06.08.07 - date of filing 12.04.08 renew 12.04.16	
Community Trade Mark	DAYS GONE		Classes 16, 28 and 41	1809870	15-Aug-2000	1809870	15-Aug-2010	
Community Trade Mark	Making The Great Small		Classes 16, 28 and 41	6314173	19-Sep-2007		Pending	
Community Trade Mark	METTOY		Classes 16, 28 and 41	5051561	12-Apr-2006	5051561	12-Apr-2016	
Community Trade Mark	PREDATORS		Class 28	5322556	04-Sep-2005	5322556	04-Sep-2016	
Community Trade Mark	SIGHTS & SOUNDS Logo		Classes 16, 28 and 41	4860797	18-Jan-2006	4860797	19-Jan-2016	
Community Trade Mark	SKIRMISH		Classes 16, 28 and 41	5487995	15-Nov-2006	5487995	Application abandoned - 15-Jun-2007	
Community Trade Mark	The AVIATION ARCHIVE & Device (Version 1)		Class 28	1098896	09-Mar-1999	1098896	09-Mar-2009	52,000

Prepared by Barker Brettell 59542999














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36916937(1)\_Corgi Trade-Mark-Schedule 9 (25-April-2009).xls

Corgi Classics Limited - Trade Mark Applications







Country	Mark	Device	Class(es)	Appl'n No.	Filed	Registration No.	Status	Approx Costs
Community Trade Mark	The Commissaires COLLECTION CORGI Logo		Classes 16, 28 and 41	5465811	02-Nov-2008	5465811	Application abandoned - 24-Jul-2007	
Community Trade Mark	THE ORIGINAL OMNIBUS COMPANY Logo		Class 28	627539	05-Sep-1997	627539	05-Sep-2017	
Community Trade Mark	VANGUARDS		Classes 28 and 41	1609847	15-Aug-2000	1609847	15-Aug-2010	
Denmark	CORGI		Class 28	16031976	29-Mar-1976	36001976	12-Nov-2016	
Denmark	CORGI & Device (Version 1)		Class 28	25691964	01-Aug-1964	5511965	20-Feb-2015	
Egypt	CORGI		Class 28	74870	24-Jul-1989	74870	23-Jul-2009 - no renewal certificate	
Finland	CORGI		Class 28	324153	21-Jul-1983	134804	05-Dec-2014	
France	COLLECTION HERITAGE		Class 28	13126949	19-Oct-2001	13126949	19-Oct-2011	
France	CORGI		Class 28	247165	02-Nov-1990	1668023	01-Nov-2010	
France	DAYS GONE		Class 28	658681	29-Mar-1983	1231737	29-Mar-2013	
Germany	CORGI		Class 28	10436	03-Nov-1955	696359	30-Nov-2015	
Germany	CORGI & Device (Version 1)		Class 28	23084	28-Jul-1964	807972	28-Jul-2014	
Germany	DAYS GONE		Class 28	3314828	25-Jan-1990	1168666	25-Jan-2010	
Greece	CORGI		Class 28	66890	01-Oct-1987	86890	01-Oct-2017	
Hong Kong	CORGI		Class 28	19630608	26-Mar-1993	19630608	26-Mar-2012	
Hong Kong	CORGI & Device (Version 1)		Class 28	19650752	28-Sep-1964	19650752	28-Sep-2013	
India	CORGI		Class 28	504376	25-Jan-1989	504376	25-Jan-2010	
Ireland	CORGI		Class 28	56086	13-Sep-1955	56086	13-Sep-2017 - awaiting renewal certificate	
Ireland	CORGI & Device (Version 1)		Class 28	67287	20-Jul-1964	67287	20-Jul-2009 - awaiting renewal certificate	
Israel	CORGI		Class 28	88243	26-Jul-1993	88243	25-Jul-2014	
Italy	CORGI		Class 28	20821075	10-Dec-1975	719050	10-Dec-2015	
Japan	CORGI		Class 28	7646093	20-Jul-1993	3229689	29-Nov-2016	
Kuwait	CORGI		Class 28	11805	13-Jan-1980	10891	13-Jan-2010	
Malaysia	CORGI & Device (Version 2)		Class 28	9721803	19-Dec-1997	9721803	19-Dec-2017 - awaiting renewal certificate	
Mexico	CORGI		Classes 9, 12, 15, 18, 20, 22 and 28	32089	05-Oct-1987	349601	05-Oct-2012	
New Zealand	CORGI		Class 28	72985	08-Apr-1963	72985	08-Apr-2012	
New Zealand	CORGI & Device (Version 1)		Class 28	76339	21-Jul-1964	76339	21-Jul-2013	
Norway	CORGI		Class 28	78882	11-Mar-1963	62317	15-Aug-2013	
Pakistan	CORGI		Class 28	102335	22-Apr-1969	102335	22-Apr-2011	
Portugal	CORGI		Class 28	293709	30-Jul-1993	293709	09-Aug-2010	
Serbia	CORGI & Device (Version 1)		Class 28	Z-117877	25-May-1989	28980	25-May-2007 - lapsed	
Singapore	CORGI & Device (Version 2)		Class 28	1225791	02-Oct-1997	9712257	02-Oct-2017 - Awaiting renewal certificate	
South Africa	CORGI		Class 28	6310846	11-Mar-1963	6310846	11-Mar-2017	

Corgi Classics Limited - Trade Mark Applications

Country	Mark	Device	Class(es)	App'n No.	Filed	Registration No.	Status	Approx Costs
South Africa	CORGI & Device (Version 1)		Class 28	643669	21-Sep-1964	643669	21-Sep-2014	
Spain	CORGI & Device (Version 3)		Class 28	2065364	09-Apr-1997	2065364	09-Apr-2017	
Sri Lanka	CORGI		Class 28	57017	03-Mar-1993	57017	03-Mar-2009 - no certificate	
Sweden	CORGI		Class 28	79318	29-Oct-1955	79318	29-Oct-1955 - no certificate	
Sweden	CORGI & Device (Version 1)		Class 28	196402808	22-Jul-1964	113788	27-Aug-2015	
Switzerland	CORGI		Class 28	324138	21-Feb-1993	324138	21-Feb-2013 - no certificate	
Switzerland	CORGI & Device (Version 1)		Classes 25 and 28	40051984	20-Jul-1984	336579	20-Jul-2014	
Taiwan	CORGI		Class 28	75010464	11-Mar-1996	342346	15-Oct-2016	
Thailand	CORGI & Device (Version 1)		Class 28	352523	16-Jan-1998	352623	15-Jan-2008 - 14.01.08 not being renewed as mark for style not being use. Registration allowed to lapse	
United Kingdom	BASSETT-LOWRKE Logo		Class 28	2110059	12-Sep-1996	2110059	12-Sep-2016	
United Kingdom	CAMEO		Class 28	1576504	15-Jul-1994	1576504	15-Jul-2011	
United Kingdom	COLLECTOR HEAVEN		Class 28	15162518	23-Aug-1994	15162518	23-Aug-2011	
United Kingdom	CORGI		Class 28	1576432	15-Jul-1994	1576432	15-Jul-2011	
United Kingdom	CORGI & Device (Version 1)		Class 28	1576436	15-Jul-1994	1576436	15-Jul-2011	
United Kingdom	CORGI CLASSIC		Class 28	1576428	15-Jul-1994	1576428	15-Jul-2011	
United Kingdom	CORGI CLASSICS & Device		Class 28	1579477	28-Jul-1994	1579477	28-Jul-2011	
United Kingdom	CORGI Dog Device		Class 28	1576506	15-Jul-1994	1576506	15-Jul-2011	
United Kingdom	CORGI JUNIOR TWIN		Class 28	1576442	15-Jul-1994	1576442	15-Jul-2011	
United Kingdom	CORGI MODELS CORGI MODELS & Device		Class 28	1576430	15-Jul-1994	1576430	15-Jul-2011	
United Kingdom	CORGI SUPER		Class 28	1576438	15-Jul-1994	1576438	15-Jul-2011	
United Kingdom	CORGI SUPERHAULERS		Class 28	2200263	15-Jun-1999	2200263	15-Jun-2009	
United Kingdom	CORGITRONIC		Class 28	1576445	15-Jul-1994	1576445	15-Jul-2011	
United Kingdom	DAYS GONE		Class 28	15192136	15-Mar-1993	15192136	15-Mar-2014	
United Kingdom	GOLDEN OLDIES		Class 28	1408315	18-Dec-1989	1408315	18-Dec-2016	
United Kingdom	HUSKIES		Class 28	2053286	22-Jan-1996	2053286	22-Jan-2016	
United Kingdom	HUSKY		Class 28	1576446	15-Jul-1994	1576446	15-Jul-2011	
United Kingdom	HUSKY models & Device		Class 28	1576447	15-Jul-1994	1576447	15-Jul-2011	
United Kingdom	ICON Device		Class 28	1576448	15-Jul-1994	1576448	15-Jul-2011	
United Kingdom	ICON Device		Class 28	2167794	28-May-1998	2167794	07.02.08 - mark not be renewed - email sent to Lisa King, Barker Brethell, N.B. This Mark can be renewed until 28 May 2008	
United Kingdom	ILLEDO		Class 28	1310984	22-May-1997	1310984	07.02.08 renewal request made to Barker Brethell - Renewal instructions not yet sent to the UK IPO. Deadline for renewal is 22-May 2008	
United Kingdom	ILLEDO Logo		Class 28	1310985	22-May-1997	1310985	07.02.08 renewal request made to Barker Brethell - Renewal instructions not yet sent to the UK IPO - Deadline for renewal is 22-May 2008	
United Kingdom	LOWKO & Device		Class 28	2107153	06-Aug-1996	2107153	08-Aug-2016	
United Kingdom	MEMORY LANE		Class 28	1516770	26-Oct-1992	1516770	26-Oct-2009	
United Kingdom	METTOY		Class 28	2056778	24-Apr-1996	2056778	24-Apr-2016	
United Kingdom	MILSTONES		Class 28	2056376	02-Feb-1998	2056376	02-Feb-2016	

Prepared by Barker-Brethell 304642668

Corgi Classics Limited - Trade Mark Applications

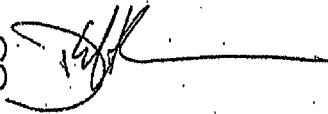

Country	Mark	Device	Class(es)	Appl'n No.	Filed	Registration No.	Status	Approx Costs
United Kingdom	MOTORING MEMORIES		Class 28	2102985	17-Jun-1999	2102985	17-Jun-2018	
United Kingdom	PROMOTORS		Class 28	1533462	21-Apr-1993	1533462	21-Apr-2010	
United Kingdom	TECH TRONIC / TECH TRONIC / TECH TRONIC / TECH TRONIC (Series of 4)		Class 28	2289077	26-Dec-2001	2289077	26-Dec-2011	
United Kingdom	The AVIATION ARCHIVE & Device (Version 1) (Series of 2)		Class 28	2160765	12-Mar-1998	2160765	12-Mar-2018	
United Kingdom	VANGUARDS		Class 28	1515030	05-Oct-1992	1515030	05-Oct-2009	
United States Of America	Besseff Lowke		Class 28	78669699	13-Jul-2005	3106634	20-Jun-2011	
United States Of America	CORGI		Class 28	7169627	21-Nov-1955	641340	12-Feb-2017	
United States Of America	CORGI & Device (Version 2)		Class 28	72203416	05-Oct-1964	606319	29-Mar-2016	
United States Of America	CORGI & Device (Version 4)		Classes 28 and 41	78698614	23-Aug-2005	3236983	08-May-2017, affidavit of use due 08-May-2013	
United States Of America	CORGI WHEELZ		Class 28	78568950	16-Mar-2006	3102293	06-Jun-2011	
United States Of America	DAYS GONE		Class 28	73441611	29-Aug-1993	1314803	15-Jan-2015	
United States Of America	FIREBASENAM		Class 28	76213566	21-Feb-2001	2595964	16-Jul-2012. To be abandoned on renewal - 24.07.07	
United States Of America	FORGOTTEN HEROES		Class 28	76213565	21-Feb-2001	2626368	24/09/2012 - Affidavit of use due 24-Sep-2008	
United States Of America	FORWARD MARCH		Class 28	76565266	11-Mar-2005	3095244	28-May-2011	
United States Of America	HEROES UNDER FIRE		Class 28	76213563	21-Feb-2001	2565863	16/07/2012 - Affidavit of use due 16-Jul-2008 - Currently awaiting specimens of use from Corgi Classics Limited	
United States Of America	SIGHTS & SOUNDS		Class 28	76891331	7-Mar-2006		SOU accepted 28-3-8	
United States Of America	TACTICAL STRIKE (FOR INFORMATION PURPOSES ONLY)		Class 28	76258673	05-Jun-2003	2902554	09-Nov-2014 - Affidavit of use due 09-Nov-2010	
United States Of America	THE AVIATION ARCHIVE & Device (Version 2)		Class 28	75670991	30-Mar-1999	2397162	24-Oct-2010	
United States Of America	UNSUING HEROES		Class 28	76089106	14-Jul-2000	2499159	18/10/2011 - mark will be allowed to lapse on renewal (15.08.07)	
United States Of America	VANGUARDS		Class 28	7432379	18-Nov-1992	1872612	10-Jan-2015	
Venezuela	CORGI & Device (Version 1)		Class 28	166005136	01-Jan-1968	61631	10-Nov-2010	
Vietnam	CORGI & Device (Version 1)		Class 28	36814	01-Dec-1997	30488	07.08.07 - to lapse on renewal - 1 Dec 07. This Registration has now lapsed	

EXECUTION PAGE

Signed by MICHAEL ~~Goodwin~~  
for and on behalf of CORGI  
INTERNATIONAL LIMITED:

}   
Duly Authorised Person

Signed by DEANUS ~~Holden~~  
and on behalf of CORGI  
CLASSICS LIMITED:

}    
Duly Authorised Person

Signed by NUNEZ ~~Cookson~~  
and on behalf of CORGI USA,  
INC.

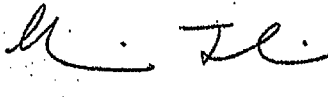
}   
Duly Authorised Person

Signed by Frank Martin as  
attorney for and on behalf of  
HORNBY HOBBIES LIMITED  
pursuant to a power of  
attorney dated 29 April 2008:

}   
Duly Authorised Person

In the presence of:

Name of witness: CHARLES WILLIAM JERKINS

Signature of witness: 

Address: WILLOW HOUSE, THE STREET, MONKS ELIGH, SUFFOLK, IP7 7AK

Occupation: TRAINEE SOLICITOR