

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Scedule A of the original recorded document needs to be replaced with the attached Schedule A. previously recorded on Reel 003826 Frame 0941. Assignor(s) hereby confirms the security interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Funline Merchandise Company, Inc.		07/24/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	6100 Fairview Road, Suite 200
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28210
Entity Type:	Bank (National Association):

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	76235733	BLVD. BLASTERS
Serial Number:	76243707	MUSCLE TUNER
Serial Number:	76523250	MUSCLE MACHINES
Serial Number:	76476974	THE ORIGINAL MUSCLE MACHINES
Serial Number:	75894831	MAGBURNERS

CORRESPONDENCE DATA

Fax Number: (704)373-8839
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 704-373-8065
 Email: rluca@m McGuirewoods.com
 Correspondent Name: Gina M. Lucas
 Address Line 1: 100 N. Tryon Street, Suite 2900
 Address Line 2: c/o McGuireWoods LLP

OP \$140.00 76235733

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:

Gina M. Lucas

Signature:

gina/m/lucas

Date:

08/08/2008

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 24, 2008 (this "Agreement"), is made by **FUNLINE MERCHANDISE COMPANY, INC.**, a California corporation (the "Grantor"), in favor of **BANK OF AMERICA, N.A.**, in its capacity as administrative agent for each of the Lenders now or hereafter party to the Loan and Security Agreement (as defined below) (the "Agent").

RECITALS:

WHEREAS, the Grantor is a wholly-owned subsidiary of Motorsports Authentics, Inc., a Delaware corporation ("MA Inc.");

WHEREAS, MA Inc., Motorsports Authentics, LLC, a Delaware limited liability company, goracing.com, inc., a Delaware corporation, Action Sports Image, L.L.C., a Delaware limited liability company, Mass Retail Concepts, LLC, a Delaware limited liability company, Racing Collectables Club of America, Inc., a Delaware corporation, and Motorsports Trackside, LLC, a Delaware limited liability company, entered into that certain Loan and Security Agreement, dated as of July 10, 2008 (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), with the Agent and the financial institutions party thereto from time to time as lenders;

WHEREAS, to induce the Secured Parties to continue to make and maintain extensions of credit under the Loan and Security Agreement, the Grantor entered into that certain Guaranty Agreement, dated as of the date hereof (the "Guaranty Agreement"), with the Agent;

WHEREAS, as collateral security for payment and performance of the Guarantor's Obligations (as defined in the Guaranty Agreement), the Grantor is willing to grant to the Agent, for the benefit of the Agent and the Lenders, as the case may be, a security interest in certain of its personal property and assets pursuant to the terms of this Agreement, including, without limitation, the Collateral referred to in Section 2 below;

NOW, THEREFORE, in consideration of the above premises and in order to induce the Lenders to make Loans under the Loan and Security Agreement, Grantor hereby agrees with the Agent for its benefit, and for the benefit of the Lenders, by acceptance hereof, as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined in this Agreement have the meanings given to them in the Loan and Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, have the meanings provided for by the UCC to the extent the same are used or defined therein.

2. Grant of Security. As security for all of the Guarantor's Obligations (as defined in the Guaranty Agreement), the Grantor hereby pledges, assigns, charges, mortgages, delivers, transfers and grants to the Agent, for the benefit of the Agent and the Lenders, a continuing first priority security interest in, lien on, and right of set-off against, all of such Grantor's right, title and interest in, to and under the following property and assets of such Grantor, whether now owned or existing or hereafter acquired or arising, regardless of where located (the "Collateral"):

(a) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof (including without limitation each trademark and service mark registration and application for registration identified in Schedule A attached hereto and incorporated herein by reference) and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each trademark and service mark (collectively, the "Trademarks"); and

(b) any and all Proceeds of the foregoing.

3. **Recordation.** Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement. Grantor also authorizes the Agent to file any financing statement that indicates the Collateral as "all assets" or "all personal property" of such Grantor, or words to similar effect, and ratifies any action taken by the Agent to effect or perfect its Lien on any Collateral.

4. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. **Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Loan and Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. **Governing Law.** **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA.**

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

GRANTOR:

FUNLINE MERCHANDISE COMPANY, INC.,
a California corporation

By: Patrick R Harvey

Name: Patrick Harvey

Title: Treasurer

Address:

6301 Performance Drive
Concord, NC 28027

Attn: _____

Telecopy: _____

AGENT:

BANK OF AMERICA, N.A., as Agent

By: *Rodney G. McSwain*
Name: RODNEY G. MCSWAIN
Title: *Sr. V.P. President*
Address: *6100 Fairview Road*
Suite 200
Charlotte, North Carolina 28202
Attn: *Rod McSwain*
Telecopy: *704-553-6774*

Trademarks

See Attached.

FUNLINE TRADEMARKS

<i>Mark</i>	<i>Owner</i>	<i>First Use</i>	<i>Filing Date</i>	<i>Status</i>	<i>Class</i>	<i>5 Year Section 8 and 15</i>	<i>10 Year Renewal</i>
BLVD. Blaster (Word Mark) Serial: 76/235,733 Reg. No: 2,847,997	Funline Merchandise Co., Inc.	July 10, 2001	April 4, 2001	Federal Registration June 1, 2004	Mechanical Action Toy Vehicles Class No. 28	Between June 1, 2009 and May 31, 2010	Between June 1, 2013 and June 1, 2014
Muscle Tuner (Word Mark) Serial: 76/243,707 Reg. No: 2,830,399	Funline Merchandise Co., Inc.	February 9, 2002	April 18, 2001	Federal Registration April 6, 2004	Mechanical Action Toy Vehicles Class No. 28	Between April 6, 2009 and April 5, 2010	Between April 6, 2013 and April 6, 2014
Muscle Machines (Word Mark) Serial: 76/523,250 Reg. No: 2,868,108	Funline Merchandise Co., Inc.	June 1999	June 18, 2003	Supplemental Federal Registration April 1, 2004	Mechanical Action Toy Vehicles Class No. 28	Between April 1, 2009 and March 31, 2010	Between April 1, 2013 and April 1, 2014
The Original Muscle Machines (Word Mark) Serial: 76/476,974 Reg. No: 2,844,104	Funline Merchandise Co., Inc.	January 1999	December 18, 2002	Supplemental Federal Registration December 8, 2003	Mechanical Action Toy Vehicles Class No. 28	Between December 8, 2008 and December 7, 2009	Between December 8, 2012 and December 8, 2013
MAGBurners Serial: 75/894,831 Reg. No: 2,421,254	Funline Merchandise Co., Inc.	June 1, 1998	January 8, 2000	Federal Registration January 16, 2001	Mechanical Action Toy Vehicles Class No. 28	Between January 16, 2006 and January 15, 2007	Between January 16, 2010 and January 16, 2011

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REEL: 003832 FRAME: 0258

RECORDED: 08/08/2008