

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Revell Inc.		12/22/2010	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	KPP Investors III LP
Street Address:	800 Superior Avenue
Internal Address:	10th Floor
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Key Principal Partners IIIA LLC
Street Address:	800 Superior Avenue
Internal Address:	10th Floor
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

Name:	KPP International Investors III LP
Street Address:	800 Superior Avenue
Internal Address:	10th Floor
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
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900180770

TRADEMARK
REEL: 004444 FRAME: 0632

CH \$1440.00 2468456

Registration Number:	2468456	ALL TERRAIN PAIN
Registration Number:	2919424	BAD MEDICINE
Serial Number:	85196362	BAD MEDICINE
Registration Number:	2948884	BADMAN
Registration Number:	2919422	BEER WAGON
Registration Number:	2948882	BIG DUECE
Registration Number:	2948881	BIG T
Registration Number:	2967587	BOOT HILL EXPRESS
Registration Number:	3099855	CALIFORNIA WHEELS
Registration Number:	3099856	CALIFORNIA WHEELS
Registration Number:	0980964	COP OUT
Registration Number:	1547540	CREATIVE MASTERS
Registration Number:	3088872	EASY KIT
Registration Number:	3105755	EASY KIT
Registration Number:	2948880	GARBAGE TRUCK
Registration Number:	2919425	ICE T
Registration Number:	1157476	KRUSHER
Registration Number:	2948879	LI'L COFFIN
Registration Number:	0802615	LI'L COFFIN
Registration Number:	3058543	METAL BODY
Registration Number:	0768144	MONOGRAM
Registration Number:	0779589	MONOGRAM
Registration Number:	1057800	MONOGRAM
Registration Number:	3058542	MONOGRAM MODEL RACING
Registration Number:	2985767	ORANGE CRATE
Registration Number:	2948885	PADDY WAGON
Registration Number:	2948883	PREDICTA
Registration Number:	3014726	PRO MODELER
Registration Number:	2086973	PRO MODELER
Registration Number:	1332353	QUADZILLA
Registration Number:	2523226	R.A.M.S. SQUAD
Registration Number:	2518277	R.A.M.S. REBUILDABLE ACTION MODEL SYSTEM
Registration Number:	0860955	RED BARON
Registration Number:	2919423	RED BARON
Registration Number:	1363578	REVELL

Registration Number:	1136325	REVELL
Registration Number:	3259067	REVELL
Registration Number:	3553561	REVELL AUTHENTIC KIT
Registration Number:	2922512	REVELL MONOGRAM
Registration Number:	3369868	REVELL PERFORMANCE MACHINES
Registration Number:	3241142	RM KUSTOM
Registration Number:	3241141	RM KUSTOM
Registration Number:	2919421	ROMMEL'S ROD
Registration Number:	3385903	RPMZ
Registration Number:	3389390	RPMZ
Registration Number:	3369869	RPMZ REVELL PERFORMANCE MACHINES
Registration Number:	3719250	SNAP JETS FULLY DETAILED SNAP-TOGETHER MODEL KIT
Registration Number:	3719251	SNAP RODS FULLY DETAILED SNAP-TOGETHER MODEL KIT
Registration Number:	1057799	SNAP TITE
Registration Number:	0921506	SNAPTITE
Registration Number:	3019418	SNAPTITE
Registration Number:	3061879	SNAPTITE
Registration Number:	2985915	SWAMP MONSTER
Registration Number:	3059872	THUNDER SQUADRON
Registration Number:	3059873	THUNDER SQUADRON
Registration Number:	2493964	VICIOUS CYCLE
Registration Number:	2853174	WAVE WARRIOR

CORRESPONDENCE DATA

Fax Number: (216)696-0740
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 216-861-7184
Email: clevelandip@bakerlaw.com
Correspondent Name: Brian A. Bulson
Address Line 1: 1900 East 9th Street
Address Line 2: Suite 3200
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	009550.000010
NAME OF SUBMITTER:	Brian A. Bulson
Signature:	/Brian A. Bulson/

Date:

01/07/2011

Total Attachments: 30

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is dated for reference purposes only as of December 22, 2010, by and among Hobbico, Inc., an Illinois corporation ("**Hobbico**"), Tower Hobbies, Inc., an Illinois corporation and wholly-owned subsidiary of Hobbico ("**Tower**"), Great Planes Model Manufacturing, Inc., an Illinois corporation and wholly-owned subsidiary of Hobbico ("**Great Planes**"), United Model, Inc., an Illinois corporation and wholly-owned subsidiary of Hobbico ("**United Model**"), Revell Inc., an Illinois corporation and wholly-owned subsidiary of Hobbico ("**Revell**"), and Estes-Cox Corp., a Delaware corporation and wholly-owned subsidiary of Hobbico ("**EC**" and together with Hobbico, Tower, Great Planes, United Model and Revell, the "**Grantors**"), KPP Investors III LP, a Delaware limited partnership ("**KPP I**"), Key Principal Partners IIIA LLC, an Ohio limited liability company ("**KPP II**"), and KPP International Investors III LP, a Delaware limited partnership ("**KPP III**" and together with KPP I and KPP II, the "**Grantees**").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Securities Purchase Agreement of even date herewith by and among Grantors and Grantees (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Purchase Agreement**"), the Grantees have, subject to the satisfaction of certain conditions precedent, agreed to lend monies (collectively, the "**Loans**") to or for the benefit of the Grantors;

WHEREAS, the Grantees have required as a condition, among others, to the making of the Loans to the Grantors, in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations (as defined in the Pledge and Security Agreement of even date herewith by and among Grantors and Grantees ("**Pledge and Security Agreement**")), that the Grantors execute and deliver this Agreement to Grantees; and

WHEREAS, the Grantors, Grantees and Wells Fargo Bank, National Association, as administrative agent ("**Senior Agent**"), are entering into a Subordination and Intercreditor Agreement of even date herewith to establish the relative rights and priorities of the Grantees, the Senior Agent and the Senior Lenders (as defined in the Purchase Agreement) with respect to Trademark Collateral (as it may be amended, restated, supplemented or modified from time to time, the "**Subordination Agreement**"). The Liens and security interests created hereunder, the obligations of Grantors to deliver Collateral to Grantees, and the exercise of rights and remedies of the Grantees set forth herein shall be subject in all instances to the terms of the Subordination Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. Unless otherwise defined herein, the capitalized terms used herein shall have the meanings specified in the Pledge and Security Agreement.

2. Incorporation of the Purchase Agreement. The Purchase Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

3. Security Interest in Trademarks and Licenses. To secure a prompt, complete and timely payment, performance and satisfaction of all of the Secured Obligations, each Grantor hereby grants to Grantees, for the ratable benefit of the Grantees, a continuing security interest in, as and by way of a second mortgage and security interest having priority over all other security interests except for the security interest in favor of Senior Agent securing the Senior Debt (as defined in the Purchase Agreement), with power of sale to the extent permitted by applicable law, all of such Grantor's now owned or existing or hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, internet domain names and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, internet domain names and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements or dilutions thereof, (iv) the goodwill of each Grantor's business symbolized by the foregoing and connected therewith and (v) all of each Grantor's rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party in connection with any of the Trademarks or such other party's trademarks and registered trademarks, trademark applications, service marks, registered service marks, service mark applications, trade names and trade styles, to the extent such rights are assignable pursuant to such trademark license agreements or service mark license agreement without invalidating such agreements, whether any Grantor is a licensor or licensee under any such license agreement, including without limitation, those license agreements listed on Schedule B attached hereto and made a part hereof, and the right, upon the occurrence and during the continuation of an Event of Default, to prepare and sell any and all Inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses, and all books and all records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing (all of the foregoing are hereinafter referred to collectively as the "**Licenses**," and together with the Trademarks, the "**Trademark Collateral**").

Notwithstanding the foregoing, with respect to the Grantors, the payment and performance of the Secured Obligations shall not be secured by (and the definition of Trademark Collateral is hereby

limited to exclude): (a) any contract, license, permit or franchise where the third party to such agreement asserts (and it is determined that) such contract, license, permit or franchise validly prohibits the creation by the Grantors of a security interest in such contract, license, permit or franchise (or in any rights or property obtained by the Grantors under such contract, license, permit or franchise), in which case the security granted hereunder in such contract, license, permit or franchise, shall be deemed not to have been granted, ab initio; or (b) any rights or property to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest therein; provided, however, that the provisions of this paragraph shall not prohibit the creation of a security interest under this Agreement to the extent that Article 9 of the UCC is effective to permit the creation of such security interest notwithstanding the prohibitions referred to above; provided, further, that the provisions of this paragraph shall not prohibit the security interests created by this Agreement from extending to the proceeds of such contract, license, permit, franchise or rights or property or to the monetary value of the good will and other General Intangibles of the Grantors related thereto. Each Grantor represents and warrants to the Grantees that such Grantor does not have knowledge of any contract, license, permit, franchise, rights or properties of third parties that would prohibit the creation of a security interest therein.

4. New Trademarks and Licenses. Each Grantor hereby represents and warrants to Grantees that (i) Schedule A sets forth all of the Trademarks owned by such Grantor as of the date of this Agreement, (ii) Schedule B sets forth all of the Licenses held by such Grantor as of the date of this Agreement and (iii) no other liens, claims or security interests have been granted by such Grantor to any other Person in such Trademarks and Licenses except as permitted under Section 9.3 of the Purchase Agreement. Each Grantor hereby agrees that if, prior to the termination of this Agreement, such Grantor shall obtain rights to any new Trademarks, file any application for registration thereof, become entitled to the reissue, division, continuation, renewal, extension or continuation-in-part of any Trademark or Licenses, or enter into any new License, then (i) the provisions of this Agreement shall automatically apply thereto, (ii) such Grantor shall promptly furnish written notice thereof to Grantees together with information sufficient to permit Grantees, upon their receipt of such notice, to modify this Agreement, as appropriate, by amending Schedules A and/or B, as appropriate, and (iii) such Grantor shall execute and deliver, with regard to any Trademarks, any agreements, instruments and documents that Grantees may reasonably request from time to time to further effect and confirm the assignment and grant of security interest created by this Agreement in such Trademarks, and such Grantor hereby appoints each Grantee, at all times during the continuance of a Default, its attorney-in-fact to execute, deliver and record any and all such agreements, instruments and documents for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed and such power, being coupled with an interest, shall be irrevocable for so long as this Agreement shall be in effect with respect to such Grantor.

5. Royalties. Each Grantor hereby agrees that the use by Grantees of the Trademarks and Licenses as authorized hereunder shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Grantees to such Grantor.

6. Termination of Grantees' Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Secured Obligations and termination of the Purchase Agreement, this Agreement shall terminate. Following such termination, Grantees shall, upon the request of any Grantor, execute a written release confirming the termination and any and all other documents reasonably requested by such Grantor or the United States Patent and Trademark Office or any similar office or agency in any state, province or county, in connection with such termination.

7. Duties of the Grantors. Each Grantor shall (i) prosecute diligently any Trademark or service mark application, if any, that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) make application on registrable trademarks or service marks as such Grantor deems appropriate, and (iii) take all reasonable steps to preserve and maintain all of such Grantor's rights in the registered Trademarks and Licenses whether now existing or hereafter acquired or arising, including, without limitation, making timely filings with regard to registered Trademarks with the United States Patent and Trademark Office or any similar office or agency in any state, province or country or renewals and extensions and diligently monitoring unauthorized use hereof.

8. Grantees' Right to Sue. After the occurrence and during the continuation of a Default, the Required Holders (as defined in the Purchase Agreement) shall have the right, but shall in no way be obligated, to bring suit in their own name to enforce the Trademarks or Licenses and, if the Required Holders shall commence any such suit, each Grantor shall, at the request of the Required Holders, do any and all lawful acts and execute any and all proper documents required by the Required Holders in aid of such enforcement. Each Grantor shall, upon demand, promptly reimburse Grantees for all costs incurred by Grantees in the exercise of such enforcement (including, without limitation, reasonable attorneys' fees).

9. Waivers. No course of dealing between any Grantor and any Grantee and no failure or delay on the part of Grantees to exercise, or delay in exercising, any right, power or privilege hereunder, under the Purchase Agreement or under any other agreement, shall operate as a waiver of any of Grantees' rights, powers or partial exercise of any right, power or privilege hereunder, under the Purchase Agreement or under any other agreement.

10. Modification. This Agreement may not be altered, amended or modified in any way, except as specifically provided herein or by a writing signed by Grantors and Grantees.

11. Cumulative Remedies; Power of Attorney. All of the rights and remedies of Grantees with respect to the Trademarks or Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. After the occurrence and during the continuance of a Default, each Grantor hereby appoints each Grantee and all Persons as such Grantee may designate, in its sole and absolute discretion, as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, to take any action and to execute any instrument which such Grantee may deem necessary or advisable to accomplish the purposes of this Agreement; provided, however, no Grantee shall exercise the foregoing rights without the prior written

approval of the Required Holders. Each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations shall have been paid in full and all financing arrangements between Grantees and the Grantors shall have been terminated. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantees under the Purchase Agreement or any of the other Investment Documents, but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Licenses may be located or deemed located.

12. Binding Effect; Benefits. This Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit Grantees and their respective nominees, successors or assigns. Each Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor. No Grantor shall assign its obligations hereunder without Grantees' prior written consent.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. GOVERNING LAW; WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS. EACH GRANTOR AND GRANTEE HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST THE OTHER PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. GRANTORS AND GRANTEES EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY AND ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISIONS HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

15. Notices. All notices or other communications required or desired to be served, given or delivered hereunder shall be served, given or delivered and shall be deemed to have been validly served, given or delivered in accordance with Section 13.2 of the Purchase Agreement.

16. Duty of Grantees. Grantees shall not be liable for any actions, omissions, errors of judgment or mistakes of fact or law with respect to the Trademarks or Licenses except as a result of the gross negligence or willful misconduct of Grantees. Without limiting the generality of the foregoing, Grantees shall not be under any obligation to take any action necessary to preserve rights of any Grantor in the Trademarks or Licenses against any other Persons but may do so at their option, and all expenses incurred in connection therewith shall be for the sole account of Grantors and added to the Secured Obligations secured hereby.

17. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

18. Subordination Agreement. THIS INSTRUMENT IS SUBJECT TO THE TERMS OF THE SUBORDINATION AGREEMENT IN FAVOR OF WELLS FARGO BANK, NATIONAL ASSOCIATION AND EACH HOLDER (AS DEFINED IN THE PURCHASE AGREEMENT), BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

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IN WITNESS WHEREOF, the parties hereby have duly executed this Agreement, dated for reference purposes only as of the 22nd day of December, 2010.

GRANTORS:

HOBBICO, INC.

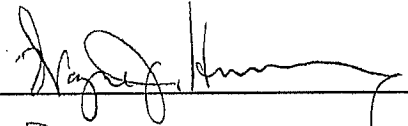
TOWER HOBBIES, INC.

GREAT PLANES MODEL
MANUFACTURING, INC.

UNITED MODEL, INC.

REVELL INC.

ESTES-COX CORP.

By: 
Title: President

GRANTEES:

KEY PRINCIPAL PARTNERS IIIA LLC

By: KEY PRINCIPAL PARTNERS
CORP., its Manager

By: _____

Title: _____

KPP INVESTORS III LP

By: KPP III MANAGEMENT LLC, its
General Partner

By: KEY PRINCIPAL PARTNERS
CORP., its Manager

By: _____

Title: _____

KPP INTERNATIONAL INVESTORS III LP

By: KPP III MANAGEMENT LLC, its
General Partner

By: KEY PRINCIPAL PARTNERS
CORP., its Manager

By: _____

Title: _____

IN WITNESS WHEREOF, the parties hereby have duly executed this Agreement, dated for reference purposes only as of the 22nd day of December, 2010.

GRANTORS:

HOBBICO, INC.

TOWER HOBBIES, INC.

GREAT PLANES MODEL
MANUFACTURING, INC.

UNITED MODEL, INC.

REVELL INC.

ESTES-COX CORP.

By: _____

Title: _____

GRANTEES:

KEY PRINCIPAL PARTNERS IIIA LLC

By: KEY PRINCIPAL PARTNERS
CORP., its Manager

By: Cindy J. Balwit
Title: Executive Vice President

KPP INVESTORS III LP

By: KPP III MANAGEMENT LLC, its
General Partner

By: KEY PRINCIPAL PARTNERS
CORP., its Manager
By: Cindy J. Balwit
Title: Executive Vice President

KPP INTERNATIONAL INVESTORS III LP

By: KPP III MANAGEMENT LLC, its
General Partner

By: KEY PRINCIPAL PARTNERS
CORP., its Manager

By: Cindy J. Balwit
Title: Executive Vice President

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

Registered Trademarks

Hobbico, Inc.
See Attached Exhibit A.

Estes-Cox Corp.
See Attached Exhibit B.

Revell Inc.
See Attached Exhibit C.

Great Planes Model Manufacturing, Inc.
None.

Tower Hobbies, Inc.
None.

United Model, Inc.
None.

Unregistered Trademarks

AccuCycle
AquaCraft
Avistar
Axis
Big Stik
Bird of Time
C.G. Machine
Contender
Coverite
Dazzler
DuraPlane
Dynaflite
ElectriFly
Electro Streak
Evader
IntelliPeak
Interlink
Kaos

Signature Page to Hobbico Trademark Security Agreement

Maximum
NexStar
Nitro Hammer
Nitro Quake
Nobler
Old Timer
Overdrive
Patriot
Pete-N-Poke
Reef Racer
Sky Sailer
Sky Screamer
Sky Zap
Street Force
SuperStar
Tracer
Thunder Quake
U-Can-Do
Uproar
Voyager
Yard Stick

Tradenames

Hobbico, Inc.

Hobbico
Hobbico Corporation of America
Great Planes Model Distributors

Tower Hobbies, Inc.

Tower Hobbies
Omni Models

Great Planes Model Manufacturing, Inc.

Great Planes Model Manufacturing
Great Planes Model Manufacturers

United Model, Inc.

United Model

Revell Inc.

Revell
Monogram
Revell-Monogram

Estes-Cox Corp.

Estes
Estes Rockets
Estes Industries
Estes-Cox

Internet Domain Names

See Attached Exhibit D.

SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT

Hobbico, Inc
Licensing Agreements as of December 17, 2010

Hobbico, Inc. and Patty Wagstaff dated November 8, 2001 for a term of three years with automatic renewal terms of three years unless written notice is given by either party sixty (60) days prior to the expiration of the term. Hobbico currently manufactures and sells an aircraft using all of the distinguishing characteristics of Patty Wagstaff's aircraft, including her name and likeness, in exchange for a royalty.

Hobbico, Inc. and Royce McClure dated March 15, 2004 for a term of two years, and to renew for terms of one year unless either party notifies the other party of non-renewal at least 60 days prior to the end of the current term. This agreement grants Hobbico the exclusive right to reproduce and market specific works by Royce McClure on puzzles in exchange for a royalty.

Hobbico, Inc. and Wesley Prints, Inc. dated August 15, 2006 for a term of three years and to renewed for an additional three years. This agreement grants Hobbico the exclusive right to reproduce and market specific works belonging to Wesley Prints for use on puzzles in exchange for a royalty.

Hobbico, Inc. and Howard Robinson dated August 14, 2006 for a term of three years which renewed in September of 2009. This agreement grants Hobbico the right to produce his images on lenticular puzzles in exchange for a royalty.

Hobbico, Inc. and Tom Cross dated January 1, 2007 for a term of three years which automatically renewed for a term of two years. This agreement grants Hobbico the right to use several of his images on lenticular puzzles in exchange for a royalty.

Hobbico, Inc. and Alan Giana dated August 10, 2007 for a term of three years to expire in December of 2010. This agreement grants Hobbico the right to use his images on puzzles in exchange for a royalty. This agreement will not be renewed.

Hobbico, Inc. and Michael Flynn dated May 1, 2007 for a term of two years and which automatically renewed for another term of two years. This agreement grants Hobbico the right to use Doug Laird's images on Hobbico's puzzles in exchange for a royalty.

Hobbico, Inc. and Ciro Marchetti dated May 23, 2007 for a term of two years with an automatic two year renewal. This agreement grants Hobbico the right to use Ciro Marchetti's images on Hobbico's puzzles in exchange for a royalty.

Hobbico, Inc. and Lori Schory dated August 15, 2007 for a term of two years with an automatic renewal of one, two year term. This agreement grants Hobbico the right to use Lori Schory's images on puzzles in exchange for a royalty.

Hobbico and Lockheed Martin Corporation dated June 1, 2006 for a term of three years and amended in June of 2009 for an additional term of three years whereby Hobbico has the right to manufacture and sell certain products bearing the licensed marks which are the property of Lockheed Martin Corporation.

Hobbico and Textron Innovations, Inc. dated August 26, 2005 and effective November 1st 2004 through December 31, 2007 whereby Hobbico has the right to manufacture and sell certain products bearing the licensed marks which are the property of Textron Innovations and amended in February of 2010 for an additional term of three years to expire in February of 2013.

Hobbico, Inc. and Aviat Aircraft - dated October 1, 2009 for a term of one year with automatic renewals of one year to allow Hobbico to manufacture and sell replicas of Aviat's Python aircraft in exchange for a royalty. Addendum signed July 1, 2010 to allow Hobbico to sell replicas of the Christen Eagle for an annual fee.

Hobbico, Inc. and Cirrus Design Corporation - dated October 1, 2009 giving Hobbico the right to manufacture and sell radio control versions of certain Cirrus products. This agreement has no specific term and is royalty free.

Hobbico, Inc. and Austin Dunn - dated September 1, 2009 giving Hobbico the right to sell products designed by Austin Dunn in exchange for a 3% royalty. The term is perpetual unless terminated by Hobbico at any time upon sixty (60) days written notice.

Hobbico, Inc. and the Boy Scouts of America - dated February 24, 2010 for a term of three (3) years giving Hobbico the right to manufacture and sell certain BSA licensed products in exchange for a royalty.

Hobbico, Inc. and R&R Sportworks - dated October 7, 2010 for a term of three years and renewed upon mutual agreement, giving Hobbico the exclusive right to manufacture and sell an R/C version of the Motley Crew catamaran in exchange for a royalty.

**Revell Inc
Licensing Agreements as of December 17, 2010**

Licensor	Property
American Honda Motor Co. Inc	Honda Products
American Honda / Global Icons LLC	Honda Products
Andretti, Mario /Sports Mgmt Network Auto Exchange Sales	Mario Andretti name, likeness and signature Likeness Cobra Race Car, Sam Feinstein

Audi / quattro GmbH
Barris, George/Barris Kustom Ind.

Audi AG, Audi, "four rings"
George Barris name, design, logos

BMW
B&M Racing & Performance Products /
Hurst Performance

BMW 320i (1:32, 1:25), BMW Z8 (1:24)

72 HURST Olds Cutlass 442 Convertible & Pace Car

Carroll Shelby Licensing, Inc
Cook Motorsports Michael
Douglas

Shelby Mustangs (C) First Amendment 06 Shelby GT-H,
07 Shelby GT, 07 Shelby GT-500, 08 Shelby GT-500KR,
66 Shelby GT-350 (D) Second Amendment 1:12 & 1:25
scale 2010 Shelby GT-500

Chrysler/Joester Loria

Stone, Woods, and Cooks
Chrysler 300C, all Plymouth, PT Cruiser Ref. #11260
Amendment D

DaimlerChrysler/Joester Loria

Jeep, Willy's, (Ref. 111789- Amendment "H")
Dodge, Dodge Vintage, Viper, Drag Hemi 1:25, 1:32, 1:64,
1:6 engine; 2006 Dodge Charger SRT8 (1:24 MK, MB, DC)
Dodge Magnum (1:64, 1:25) 2006 Dodge Challenger
Concept (1:25), Dodge Hemi Engine (1:6) 2006, 07 Dodge
Charger, 2006 Dodge Magnum SRT8 (1:25), RC 2006
Dodge Challenger Concept (1:24-1:25), 08/09 Challenger
(1:25, 1:32) 2008-09 Dodge Viper SRT10 Coupe
TD name, signature/Red Baron, Rommels Rod, Tijuana
Taxi, Circus Wagon, Street Fighter
TD name, signature/Ice T, Trantula

DaimlerChrysler/Brandsense Mktg
(DM05-000248.1* Amendment 7

Daniel, Tom
Daniel, Tom

~~DEAL, David~~
Velia (Dave Deal Estate)
Edelbrock LLC

DEAL,

The Baron, zzzZZZ-28, 57 Chevy, Spitsfire, **Trans Um
Tirebird, Messa Schnitzel, Van, GoMad Nomad**
Edelbrock name and designs

Equity Management - RENEWAL
GMNAO - 11th Amendment

Buick, Chevrolet, Oldsmobile, GM Design, Pontiac,
Hummer, Slot Cars, Fiero GT, Firebird, 1:6 Engine
Corvette 'Commemorative Edition' 2004 - Corvette C6
2005, 2006 - GTO 2004, 2005, 2006 Corvette C6 Z06, C6-
R, 06 Monte Carlo, 427 Engine, 05 Cadillac Escalade SUV,
EXT, 06 Cadillac, Seville STS-V, 2006 Camaro Concept
1:25 scale. (7th) RPMz, COT, Deals, lapel pins (9th)
Corvette C6ZR1, Camaro, Stingray, Hummer HX, H3T, H4

Equity Management - Lockheed
Second Amendment

F117, YF22, SR71A, F16, P38J, F-80 Shooting Star, B-26
Marauder, PV-1 Ventura

Equity Management/Textron Innovations
Inc. (Bell/Cessna)

Bell: AH-1; Huey, Huey II, Huey Gunship, Huey Hog, UH-
1H, UH-1D, UH-1C/E, P-39 Airacobra **Cessna:** A-37
Dragonfly CESSNA 180

Ferrari S.p.A.

F430, Enzo Ferrari, 360 Modena Spider, 612 Scaglietti,
Testarossa, 599GTB, 250 LM, 275P, California, 458 Italia

FORD MOTOR COMPANY
(#968581) Renewal & Second
Amendment (12/16/08) Third
Amendment (09/16/09) BEANSTALK

Ford Motor Company (First
Amendment)

Fuji Heavy Industries/Subaru
Follmer, George

Frank Kurtis Company, Inc
Georgia Marketing & Promotions Co.
(GMP)
Greendot North America

GreenLight LLC/ Warner Bros
(Previously Corbis Corporation)

GreenLight LLC/ Wright Bros
(Previously Corbis Corporation)
Grant, Gerald (Jerry)

Goodguys Rod & Custom Assoc.

Goodguys Rod & Custom Assoc.
Motschenbacher, Lothar
Gurney, Daniel
Gurney, Daniel
Gurney, Daniel
Gutierrez, Henry owner ofJungle Jim
Harris Publication, Inc
Henry Ford (The) / Benson Ford Research
Center

Holman Moody / #28 Lorenzen

Holman Moody / #22 Fireball

Holman Moody / #11 & #115

Holman Moody / #17 Pearson

James E. Hall /Chaparral Cars Inc
John Surtees Limited
Keith Black Racing Engine

all Ford products/Tanus 17M/Cortina **Additional Ford
Product Category I (exp 06/30/09) 06 Shelby GT-H, 07
Shelby GT, GT500 (1:25 scale only) Category II-RPMz RC
2005 Taurus(1:24) 2006 Mustang GT (1:24), 63-65 Ford
Galaxy Slot Car (1:32) 2008 Mustang. Additions to
Category I & II, include 2010 Mustang GT Coupe &
Convertible (1:25) 2010 Shelby GT500 1:12

68 Ford Mustang, 08 Mustang (BULLITT) (1:25 scale
ONLY)
Subaru Impreza WRX Sti 2003, Sti 2004, WRX 2003, 2002
Follmer name, likeness, and vehicle #16 Lola T-70 MK II
Kurtis Kraft name, trade dress, vehicle designs and logos in
order to mkt

Street Fighter registered name
North America registered Trademark

Steve Mc Queen/BULLITT

The Wright Brothers
Grant name, likeness Lola T-70 MK II #8

Goodguys Rod & Custom Association

2007/8 Sponsorship Agreement for RM 2009 &
2010 Sponsorship Extension
Name, likeness of Lothar Motschenbacher
Name, likeness of Daniel Gurney
Name, likeness of Daniel Gurney
Name, likeness of Daniel Gurney
Jungle Jim 1972 Camaro Funny Car
DONK

Dave Friedman's Collection & other photographs
Competition Proven & HM markings. Likeness to 63 Ford
Galaxie car and #28 Fred Lorenzen
Competition Proven & HM markings. Likeness to 63 Ford
Galaxie car #22 Fireball
Competition Proven & HM Markings. Likeness to 67 Ford
Fairlane driven by #11 Mario Andretti & #115 Parnelli
Competition Proven & HM markings. Likeness to 67 Ford
Galaxie car #17 David Pearson

Chaparral 2 slot car
#7 John Surtees name, likeness, and signature
Keith Black name / Ken Black / KB Racing

Lola Cars International Ltd	Lola T-70 MK II
Long, Maynard Bondy	Bondy Long vehicle owner
Long, Maynard Bondy	67 Ford Fairlane #29 driven by Dick Hutcherson
LucasFilm, Ltd (#L5073)	Star Wars
Mack Trucks Inc.	Mack CF Fire Pumper 1:32, 1926 Mack AC Type Bulldog Tanker Kit 1:24, MACK R-model with Trailer 1:32
Mattel, Inc / Revell Inc	S'cool Bus & Sand Crab
Revell Inc / Mattel Inc	ICE -T, Paddy Wagon, and Red Baron
Revell Inc / MightyImage	Monogram Logo on Vintage Tin Signs utilizing existing
Collectibles/Vintage Sign Company	Tom Daniel artwork featuring model kits
Mancuso, Rick	Mancuso Racing Corvette
McEwen, Tom	Mongoose Dragster
McLaren Racing Limited	McLaren M6A & M6B slot cars (#4, #5, #11, #48)
Mecom, John W. (Jr.)	Likeness relating to Lola T-70 #98 driven by Parnelli Jones
Mitsubishi Motors Corporation	Mitsubishi Eclipse
Minick, Patrick	Chi-Town Hustler Charger Funny Car
NASCAR # 08-1644	NASCAR Slot Cars
National Hot Rod Association	NHRA Top Fuel Dragster & Funny Cars
National Street Rod Association	NSRA / Make N Take Program
PACCAR, Inc. (Revell Inc only)	Kenworth K100, T600, W900, T2000 & Peterbilt 352H, 353, 359, 362
PENSKE System Inc	Penske racing car #6 Lola T-70 MK II Mark Donohue
Porsche AG	Porsche and the Porsche crest
Fireball, Pamela (widower Pamela)	Name of Robert Fireball on pkg & product 63 Ford Galaxie #22
Roberts - Trivette, Richard	Hawaiian Funny Car
Roland Leong Racing Ent. Inc	
Rosen, Joel / Motion Models	Baldwin Motion
Roth, Ilene	Ed Roth's Outlaw & Beatnik Bandit I
Saleen Performance, Inc. Trademarketing Resources	Saleen Mustangs 1994-1998
Scott, Sybil	Wendell Scott's name, likeness and signature

Sports VIP Inc/Parnelli Jones
Sports VIP Inc/Parnelli Jones

Parnelli Jones name, likeness and signature #115
Parnelli Jones name & likeness #98

StarBuzz LLC

Buzz Aldrin Rocket Hero Brand

Supercar Collectibles
Supercar Collectibles/Creative Master
Tronolone, Robert
Universal Studios/NBC TV -Schedule P
(Renewal)

Yenko
Yenko name, logos, and design
Photographer

Universal/Beanstalk - Monsters

Original Battlestar Galactica
Universal Monsters: Frankenstein (Boris Karloff), Dracula,
Wolf Man (Lon Chaney Jr.), Mummy (Lon Chaney Jr.),
Creature of the Black Lagoon

Volkswagen Zubehor Gmbh

Volkswagen Typ 2 (T1) Samba Bus 1:24

Wood Brothers Racing
Wood Brothers Racing

WoodBrothers car #121 Dan Gurney
#21 Marvin Panch - previously sold and manufactured

Great Planes Model Manufacturing, Inc.

None.

Tower Hobbies, Inc.

None.

United Model, Inc.

None.



Estes-Cox Corp.


None.




Exhibit C


TRADEMARK ASSETS OF REVELL INC.




Trademark	Country Name	Owner Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/Goods and Services
ALL TERRAIN PAIN	United States of America	Revell Inc.	75/832257 26-Oct-1999	2468456 10-Jul-2001	10-Jul-2011	Registered	Cl. 28: Toy model vehicles and related accessories sold as units and toy action vehicles
BAD MEDICINE	United States of America	Revell Inc.	76/428712 28-Jun-2002	2919424 18-Jan-2005	18-Jan-2015	Registered	Cl. 28: Plastic toy model custom drag racing hobby craft kit cars; plastic toy model custom drag racing kit cars; die cast toys, namely, toy custom drag racing vehicles
BAD MEDICINE	United States of America	Revell Inc.	85/196362 13-Dec-2010			Pending	Cl. 28: Plastic toy model custom drag racing hobby craft kit cars; plastic toy model custom drag racing kit cars; die cast toys, namely, toy custom drag racing vehicles
BADMAN	United States of America	Revell Inc.	76/428711 28-Jun-2002	2948884 10-May-2005	10-May-2015	Registered	Cl. 28: Plastic toy model hobby craft kits; plastic toy model kit cars; die cast toys, namely, toy vehicles
BEER WAGON	United States of America	Revell Inc.	76/428704 28-Jun-2002	2919422 18-Jan-2005	18-Jan-2015	Registered	Cl. 28: Plastic toy model custom hot rod kits; die cast toy custom hot rods
BIG DUECE	United States of America	Revell Inc.	76/428707 28-Jun-2002	2948882 10-May-2005	10-May-2015	Registered	Cl. 28: Plastic toy model hobby craft kits; plastic toy model kit cars; die cast toys, namely, toy vehicles
BIG T	United States of America	Revell Inc.	76/428706 28-Jun-2002	2948881 10-May-2005	10-May-2015	Registered	Cl. 28: Plastic toy model hobby craft kits; plastic toy model kit cars; die cast toys, namely, toy vehicles





Trademark	Country Name	Owner Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/Goods and Services
BOOTHILL EXPRESS	United States of America	Revell Inc.	76/428705 28-Jun-2002	2967587 12-Jul-2005	12-Jul-2015	Registered	Cl. 28: Plastic toy model hobby craft kits; plastic toy model kit cars; die cast toys, namely, toy vehicles
CALIFORNIA WHEELS	United States of America	Revell Inc.	76/641365 22-Jun-2005	3099855 06-Jun-2006	06-Jun-2016	Registered	Cl. 28: Plastic and metal toy model hobby craft kits, and die cast toys, namely, toy automobiles and trucks
CALIFORNIA WHEELS and Design 	United States of America	Revell Inc.	76/641366 22-Jun-2005	3099856 06-Jun-2006	06-Jun-2016	Registered	Cl. 28: Plastic and metal toy model hobby craft kits, and die cast toys, namely, toy automobiles and trucks
COP OUT	United States of America	Revell Inc.	72/454981 19-Apr-1973	980964 26-Mar-1974	26-Mar-2014	Registered	Cl. 28: Toy hobby kit for making a model automobile
CREATIVE MASTERS	United States of America	Revell Inc.	73/763508 14-Nov-1988	1547540 11-Jul-1989	11-Jul-2019	Registered	Cl. 28: Model cars
DIGGER DAN'S	Canada	Revell Inc.	052291700 31-May-1984	TMA306342 30-Aug-1985	30-Aug-2015	Registered	Toy vehicles
EASY KIT	United States of America	Revell Inc.	76/613018 20-Sep-2004	3088872 02-May-2006	02-May-2016	Registered	Cl. 28: Plastic toy model hobby craft kits, namely, toy aircraft, watercraft, spacecraft, and land vehicles
EASY KIT and Design 	United States of America	Revell Inc.	76/641367 22-Jun-2005	3105755 20-Jun-2006	20-Jun-2016	Registered	Cl. 28: Plastic toy model hobby craft kits, namely, toy aircraft, spacecraft, watercraft, and land vehicles







Trademark	Country Name	Owner Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/Goods and Services
GARBAGE TRUCK	United States of America	Revell Inc.	76/428703 28-Jun-2002	2948880 10-May-2005	10-May-2015	Registered	Cl. 28: Plastic toy model custom hot rod kits; die cast toy custom hot rods
ICE T	United States of America	Revell Inc.	76/428713 28-Jun-2002	2919425 18-Jan-2005	18-Jan-2015	Registered	Cl. 28: Plastic toy model hobby craft kits; plastic toy model kit cars; die cast toys, namely, toy vehicles
KRUSHER	United States of America	Revell Inc.	73/235291 15-Oct-1979	1157476 09-Jun-1981	09-Jun-2011	Registered	Cl. 28: Action creature figure toy
L'L'L COFFIN	United States of America	Revell Inc.	76/428702 28-Jun-2002	2948879 10-May-2005	10-May-2015	Registered	Cl. 28: Plastic toy model car kits; die cast toy cars
L'L'L COFFIN (Stylized)	United States of America	Revell Inc.	72/207637 07-Dec-1964	802615 25-Jan-1966	25-Jan-2016	Registered	Cl. 28: Toy-type hobby kits for assembling model automobiles
METAL BODY and Design 	United States of America	Revell Inc.	76/625737 21-Dec-2004	3058543 14-Feb-2006	14-Feb-2016	Registered	Cl. 28: Metal toy model hobby craft kits, and die cast toys, namely, toy vehicles
MONOGRAM	Canada	Revell Inc.	027770100 09-Sep-1963	TMA139563 19-Mar-1965	19-Mar-2025	Registered	Model assembly kits of air planes, automobiles, ships, military and space equipment, and finished models thereof; and kits for painting artistic sketches
MONOGRAM	Canada	Revell Inc.	063708200 25-Jul-1989	TMA387960 23-Aug-1991	23-Aug-2021	Registered	Education, mechanical and plastic toys; hobby kits; toy science kits
MONOGRAM	Mexico	Revell Inc.		126744 29-Jul-1965	29-Jul-2015	Registered	Cl. 28: Toy-type hobby kits for assembling model automobiles, model airplanes and model boats

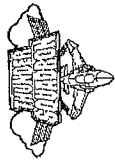
Trademark	Country Name	Owner Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/Goods and Services
MONOGRAM	United States of America	Revell Inc.	72/168521 09-May-1963	768144 14-Apr-1964	14-Apr-2014	Registered	Cl. 28: Model hobby assembly kits of airplanes, automobiles, ships, military and space equipment, and finished models thereof; artistic sketches and kits for painting the same
MONOGRAM	United States of America	Revell Inc.	72/184490 13-Jan-1964	779589 03-Nov-1964	03-Nov-2014	Registered	Cl. 28: Scientific model assembly kits of airplanes, automobiles, ships, military and space equipment, and finished models thereof for educational use
MONOGRAM and Design 	Canada	Revell Inc.	039926500 21-Jun-1976	TMA222661 26-Aug-1977	26-Aug-2022	Registered	Model hobby assembly kits of airplanes, automobiles, ships, military and space equipment, and finished models thereof
MONOGRAM and Design 	United States of America	Revell Inc.	73/090334 14-Jun-1976	1057800 01-Feb-1977	01-Feb-2017	Registered	Cl. 28: Model hobby kits
MONOGRAM MODEL RACING and Design 	United States of America	Revell Inc.	76/625735 21-Dec-2004	3058542 14-Feb-2006	14-Feb-2016	Registered	Cl. 28: Toy model slot cars
ORANGE CRATE	United States of America	Revell Inc.	76/428716 28-Jun-2002	2985767 16-Aug-2005	16-Aug-2015	Registered	Cl. 28: Plastic toy model kit cars; die cast toy cars
PADDY WAGON	United States of America	Revell Inc.	76/428714 28-Jun-2002	2948885 10-May-2005	10-May-2015	Registered	Cl. 28: Plastic toy model custom hot rod kits; die cast custom hot rods

Trademark	Country Name	Owner Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/Goods and Services
PREDICTA	United States of America	Revell Inc.	76/428708 28-Jun-2002	2948883 10-May-2005	10-May-2015	Registered	Cl. 28: Plastic toy model hobby craft kits; plastic toy model kit cars; die cast toys, namely, toy vehicles
PRO MODELER	United States of America	Revell Inc.	76/613020 20-Sep-2004	3014726 15-Nov-2005	15-Nov-2015	Registered	Cl. 28: Plastic toy model hobby craft kits, namely, toy aircraft, watercraft, spacecraft, and land vehicles
PRO MODELER and Design 	United States of America	Revell Inc.	75/035113 21-Dec-1995	2086973 12-Aug-1997	12-Aug-2017	Registered	Cl. 28: Hobby craft kit comprised of plastic molded parts, decals and instructions
QUADZILLA	United States of America	Revell Inc.	73/491878 26-Jul-1984	1332353 23-Apr-1985	23-Apr-2015	Registered	Cl. 28: Scale model unassembled kit for a truck
R.A.M.S. SQUAD	United States of America	Revell Inc.	75/786607 27-Aug-1999	2523226 25-Dec-2001	25-Dec-2011	Registered	Cl. 28: Toy model hobby craft kits, toy action figures and toy action vehicles
R.A.M.S. REBUILDABLE ACTION MODEL SYSTEM	United States of America	Revell Inc.	75/786610 27-Aug-1999	2518277 11-Dec-2001	11-Dec-2011	Registered	Cl. 28: Toy model hobby craft kits
RED BARON	United States of America	Revell Inc.	72/293161 13-Mar-1968	860955 26-Nov-1968	26-Nov-2018	Registered	Cl. 22: Scale model assembly kits of automobiles
RED BARON	United States of America	Revell Inc.	76/428710 28-Jun-2002	2919423 18-Jan-2005	18-Jan-2015	Registered	Cl. 28: Plastic toy model hobby craft kits; plastic toy model kit cars; die cast toys, namely, toy vehicles
REVELL	Canada	Revell Inc.	022983200 12-Apr-1955	TMA111557 19-Sep-1958	19-Sep-2018	Registered	Drawing games and toy telephones, and hobby kits for the construction of miniature replicas of automobiles, ships, planes, guns and similar articles

Trademark	Country Name	Owner Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/Goods and Services
REVELL	Mexico	Revell Inc.		82105 21-Apr-1955	21-Apr-2015	Registered	Games, toys and sporting goods, especially hobby kits for the construction of miniature replicas of automobiles, ships, aircraft, guns and other articles
REVELL	Puerto Rico	Revell Inc.	20-Jun-1975	19754 07-Nov-1975	07-Nov-2015	Registered	Toys, games, and playthings; miniature automobiles, and kits for building miniature automobiles
REVELL	United States of America	Revell Inc.	73/529635 29-Mar-1985	1363578 01-Oct-1985	01-Oct-2015	Registered	Cl. 28: Children's toys; namely, toy vehicles and related accessories, electronically operated toy motor vehicles, toy action figures and accessories therefor, toy construction sets and related accessories, and hobby kits for the construction of miniature vehicles, planes, ships, robots, guns and similar articles
REVELL and Design 	Canada	Revell Inc.	042898600 25-Aug-1978	TMA241421 21-Mar-1980	21-Mar-2025	Registered	Miniature land, sea and air vehicles anatomical models, miniature model motors and model kits for building each of these items
REVELL and Design 	Mexico	Revell Inc.		222906 17-Sep-1978	17-Sep-2013	Registered	Cl. 28: Gloves, earplugs and diving suits; seats for children in vehicles, baby carriages and cars; playing cards; ruck sacks for outings; sleeping bags; awnings for tents and tents; games, toys and sporting goods and gymnastic articles, except playing cards, dining equipment, sleeping bags, awnings for tents, tents and oars
REVELL and Design 	United States of America	Revell Inc.	73/179423 24-Jul-1978	1156325 27-May-1980	27-May-2020	Registered	Cl. 28: Hobby kits for the construction of miniature land, sea, and air vehicles

Trademark	Country Name	Owner Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/Goods and Services
REVELL and Design 	United States of America	Revell Inc.	76/647682 29-Sep-2005	3259067 03-Jul-2007	03-Jul-2017	Registered	Cl. 28: Plastic and metal toy model hobby craft kits and die cast toys, namely, toy aircraft, spacecraft, and land vehicles
REVELL AUTHENTIC KIT and Design 	United States of America	Revell Inc.	77/469236 08-May-2008	3553561 30-Dec-2008	30-Dec-2018	Registered	Cl. 28: Vintage unassembled plastic model hobby craft kits
REVELL MONOGRAM and Design 	United States of America	Revell Inc.	76/576175 13-Feb-2004	2922512 01-Feb-2005	01-Feb-2015	Registered	Cl. 20: Transparent plastic display cases for collectables Cl. 28: Plastic toy model hobby craft kits, and die cast toys, namely, toy aircraft, spacecraft, and land vehicles
REVELL PERFORMANCE MACHINES	United States of America	Revell Inc.	76/663777 27-Jul-2006	3369868 15-Jan-2008	15-Jan-2018	Registered	Cl. 28: Plastic and metal toy model hobby craft kits and die cast toys, namely, toy vehicles
RM KUSTOM	United States of America	Revell Inc.	76/663230 18-Jul-2006	3241142 15-May-2007	15-May-2017	Registered	Cl. 28: Plastic and metal toy model hobby craft kits, and die cast toys, namely, toy vehicles
RM KUSTOM and Design 	United States of America	Revell Inc.	76/663229 18-Jul-2006	3241141 15-May-2007	15-May-2017	Registered	Cl. 28: Plastic and metal toy model hobby craft kits, and die cast toys, namely, toy vehicles
ROMMEL'S ROD	United States of America	Revell Inc.	76/428701 28-Jun-2002	2919421 18-Jan-2005	18-Jan-2015	Registered	Cl. 28: Plastic toy model car kits; die cast toy cars
RPMZ	United States of America	Revell Inc.	76/663751 27-Jul-2006	3385903 19-Feb-2008	19-Feb-2018	Registered	Cl. 28: Plastic and metal toy model hobby craft kits, and die cast toys, namely, toy vehicles

Trademark	Country Name	Owner Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/Goods and Services
RPMZ and Design 	United States of America	Revell Inc.	76/663750 27-Jul-2006	3389390 26-Feb-2008	26-Feb-2018	Registered	Cl. 28: Plastic and metal toy model hobby craft kits, and die cast toys, namely, toy vehicles
RPMZ REVELL PERFORMANCE MACHINES and Design 	United States of America	Revell Inc.	76/663778 27-Jul-2006	3369869 15-Jan-2008	15-Jan-2018	Registered	Cl. 28: Plastic and metal toy model hobby craft kits, and die cast toys, namely, toy vehicles
SNAP JETS FULLY DETAILED SNAP-TOGETHER MODEL KIT and Design 	United States of America	Revell Inc.	77/391544 07-Feb-2008	3719250 01-Dec-2009	01-Dec-2019	Registered	Cl. 28: Plastic toy model hobbycraft kits
SNAP RODS FULLY DETAILED SNAP-TOGETHER MODEL KIT and Design 	United States of America	Revell Inc.	77/391574 07-Feb-2008	3719251 01-Dec-2009	01-Dec-2019	Registered	Cl. 28: Plastic toy model hobbycraft kits
SNAP TITE 	Canada	Revell Inc.	352982 04-May-1972	TMA197309 08-Feb-1974	08-Feb-2019	Registered	Line of toy hobby kits for making toy automobiles; line of toy hobby kits for making toy items
SNAP TITE and Design 	United States of America	Revell Inc.	73/090333 14-Jun-1976	1057799 01-Feb-1977	01-Feb-2017	Registered	Cl. 28: Model hobby kits

Trademark	Country Name	Owner Name	Appln. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/Goods and Services
SNAPTITE SnapTite	Canada	Revell Inc.	713495 24-Sep-1992	TMAA419311 05-Nov-1993	05-Nov-2023	Registered	Cl. 28: Model hobby kits
SNAPTITE SnapTite	United States of America	Revell Inc.	72/374622 29-Oct-1970	921506 05-Oct-1971	05-Oct-2011	Registered	Cl. 28: Line of toy hobby kits for making toy automobiles
SNAPTITE	Japan	Revell Inc.	S55/083008 14-Oct-1980	1619404 29-Sep-1983	29-Sep-2013	Registered	Cl. 28 Hobby craft kits and die cast toys
SNAPTITE	United States of America	Revell Inc.	76/613019 20-Sep-2004	3019418 29-Nov-2005	29-Nov-2015	Registered	Cl. 28: Plastic toy model hobby craft kits, namely, toy aircraft, watercraft, spacecraft, and land vehicles
SNAPTITE and Design SnapTite	United States of America	Revell Inc.	76/625731 21-Dec-2004	3061879 28-Feb-2006	28-Feb-2016	Registered	Cl. 28: Plastic toy model hobby craft kits, namely, toy aircraft, watercraft, spacecraft, and land vehicles
SWAMP MONSTER	United States of America	Revell Inc.	76/558864 29-Oct-2003	2985915 16-Aug-2005	16-Aug-2015	Registered	Cl. 28: Die cast toy cars; plastic toy model car kits
THUNDER SQUADRON	United States of America	Revell Inc.	76/625733 21-Dec-2004	3059872 21-Feb-2006	21-Feb-2016	Registered	Cl. 28: Plastic toy model hobby craft kits, namely, toy aircraft and spacecraft
THUNDER SQUADRON and Design 	United States of America	Revell Inc.	76/625734 21-Dec-2004	3059873 21-Feb-2006	21-Feb-2016	Registered	Cl. 28: Plastic toy model hobby craft kits, namely, toy aircraft and spacecraft

Trademark	Country Name	Owner Name	Appln. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/Goods and Services
VICIOUS CYCLE	United States of America	Revell Inc.	75/863588 03-Dec-1999	2493964 02-Oct-2001	02-Oct-2011	Registered	Cl. 28: Toy model hobby craft kits and related accessories sold as units and toy action vehicles
WAVE WARRIOR	United States of America	Revell, Inc.	76/528180 07-Jul-2004	2853174 15-Jun-2004		Registered	Cl. 28: Toy model vehicles, toy action figures and accessories therefore

CH01/12516821.7

Exhibit D

Domain Names

BORROWER	DOMAIN NAME
Hobbico	14mz.com
	4gigahertz.com
	8gigahertz.com
	aquacraftmodels.com
	bestrc.com
	bestrc.net
	carlgoldbergproducts.com
	coverite.com
	coxmodels.com
	dleengines.com
	dle-engines.com
	duraplane.com
	duratrax.com
	dynaflite.com
	electrifly.com
	findfutaba.com
	flightpowerbatteries.com
	flightpowerusa.com
	flightpower-usa.com
	flyzoneplanes.com
	fujimvac.com
	fuji-imvac.com
	furionheli.com
	futabanitrochallenge.com
	futabarc.com
	futaba-rc.com
	futabaservicecenter.com
	gmsengines.net
	goberzerk.com
	gpdealer.com
	gpe-fest.com
	gpmd.com
	gpsoftware.com
	greatplanes.com
	grptires.com
	grpusa.com
	hasegawausa.com
	helimaxrc.com
	heli-maxrc.com
	helimax-rc.com
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	speedmart.com
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	towertalk.com
	toyhorse.com
	trainmodels.com
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	ultimatecombo.com
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Great Planes	none
United	unitedmodel.com
	unitedmodel.net
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Revell	boomersreturn.com
	buildthememory.com
	revell.com
	revell.org
	revellclub.com
	revellistributors.com
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Estes	estesrockets.com
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