

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.		04/30/2007	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank
Street Address:	230 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2919425	ICE T
Registration Number:	0860955	RED BARON
Registration Number:	3553561	REVELL AUTHENTIC KIT
Registration Number:	3369868	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

CORRESPONDENCE DATA

Fax Number: (312)207-6400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-207-1000
 Email: ipdocket-chi@reedsmith.com
 Correspondent Name: Safia Khan
 Address Line 1: 10 South Wacker Drive
 Address Line 2: Reed Smith, LLP
 Address Line 4: Chicago, ILLINOIS 60606

TRADEMARK

NAME OF SUBMITTER:	Safia Khan
Signature:	/Safia Khan/
Date:	01/05/2011

Total Attachments: 23

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is dated as of April 30, 2007, by and Revell Inc., an Illinois corporation ("**Grantor**"), and Wells Fargo Bank, National Association, in its capacity as administrative agent ("**Grantee**") for the benefit of itself and all other financial institutions that from time to time become Lenders (together with Grantee, the "**Lenders**") under the Existing Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, 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**" and together with Hobbico, Tower and Great Planes, the "**Borrowers**") have previously entered into that certain Credit Agreement dated as of October 21, 2005 (the "**Existing Credit Agreement**"); and

WHEREAS, Grantor desires to acquire the assets of Revell Monogram, LLC (the "**Purchase**") pursuant to that certain Asset Purchase Agreement dated as of April 24, 2007; and

WHEREAS, Grantor is a wholly owned subsidiary of Hobbico and will become a Borrower under the Credit Agreement (as defined below) pursuant to the First Amendment (as defined below) and will utilize funds available under the Credit Agreement to acquire and operate its assets, including the Trademark Collateral (as defined below); and

WHEREAS, Borrowers have requested the Grantee and Lenders consent to the Purchase and to Grantee becoming a Borrower under the Credit Agreement (as defined below) and amend certain provisions contained in the Existing Credit Agreement pursuant to that certain First Amendment of even date herewith among Borrowers, Agent and Lenders (the "**First Amendment**" and together with the Existing Credit Agreement, the "**Credit Agreement**"); and

WHEREAS, the Lenders have required as a condition, among others, to entering into the First Amendment, 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 made by Grantor in favor of Agent (the "**Pledge Agreement**")), that Grantor execute and deliver this Agreement to Grantee.

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

1. Defined Terms. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Credit Agreement shall have the meanings specified in the Credit Agreement.

2. Incorporation of the Credit Agreement. The Credit 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, Grantor hereby grants to Grantee, for the ratable benefit of the Lenders, a continuing security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, 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 Grantor's business symbolized by the foregoing and connected therewith and (v) all of 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**," together with the Trademarks, the "**Trademark Collateral**").

Notwithstanding the foregoing, with respect to Grantor, 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 Grantor of a security interest in such contract, license, permit or

franchise (or in any rights or property obtained by Grantor 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 the Pledge and Security 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 the Pledge and Security 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 Grantor related thereto. Grantor represents and warrants to the Lenders 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. Grantor hereby represents and warrants to Grantee 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. 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 Grantee together with information sufficient to permit Grantee, upon its 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 Grantee 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 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. Grantor hereby agrees that the use by Grantee 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 Grantee to such Grantor.

6. Termination of Grantee's 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 Credit Agreement, this Agreement shall terminate. Following such termination, Grantee 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 Grantor. 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 or service marks 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 thereof.

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

9. Waivers. No course of dealing between any Grantor and Grantee and no failure or delay on the part of Grantee to exercise, or delay in exercising, any right, power or privilege hereunder, under the Credit 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 Credit 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 Grantor and Grantee.

11. Cumulative Remedies; Power of Attorney. All of the rights and remedies of Grantee 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 or Event of Default, Grantor hereby appoints Grantee and all Persons as 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 Grantee may deem necessary or advisable to accomplish the purposes of this Agreement. 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 Grantee, the Lenders and Grantor shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under the Credit Agreement or any of the other Loan 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 Grantor and its successors and assigns, and shall inure to Grantee, for the benefit of Grantee, the other Lenders and their respective nominees. 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 Grantee's 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. GRANTOR AND GRANTEE HEREBY WAIVE THEIR 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. GRANTOR AND GRANTEE 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 13.1 of the Credit Agreement.

16. Duty of Grantee. Grantee 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 Grantee. Without limiting the generality of the foregoing, Grantee 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 its option, and all expenses incurred in connection therewith shall be for the sole account of such Grantor 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.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereby have duly executed this Trademark Security Agreement, dated for reference purposes as of the 30th day of April, 2007.

GRANTOR:

Revell Inc.

By: William K Muirhead
Name: WILLIAM K Muirhead
Title: Secretary

ACKNOWLEDGED BY THE GRANTEE:

Wells Fargo Bank, National Association

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereby have duly executed this Trademark Security Agreement, dated for reference purposes as of the 30th day of April, 2007.

GRANTOR:

Revell Inc.

By: _____

Name: _____

Title: _____

ACKNOWLEDGED BY THE GRANTEE:

Wells Fargo Bank, National Association

By: Dan Lange



Name: Daniel Lange

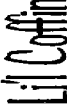

Title: Senior Vice President




SCHEDULE A


TRADEMARK ASSETS OF REVELL INC.




Trademark	Country Name	Owner Name	Appn. 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	Appln. 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, spacecraft, 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



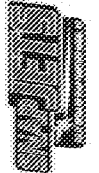
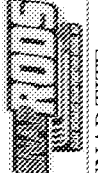


Trademark	Country Name	Owner Name	Appln. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/Goods and Services
GARBAGE TRUCK	United States of America	Revell Inc.	76/428703 28-Jun-2002	2948880 10-May-2005	10-May-2015	Registered	Cl. 28: Plastic toy model custom hot rod kits; die cast toy custom 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
LJL 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
LJL 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	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	Appln. 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	Appln. 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	TMA11557 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	Appln. 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	1136325 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	Appln. 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, watercraft, 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, watercraft, 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	Appln. 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	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/Goods and Services
SNAPTITE SnapTite	Canada	Revell Inc.	713495 24-Sep-1992	TMA419311 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	Appl. 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

Schedule A

DOMAIN NAMES

Name	Owner
revell.com	Revell, 725 Landwehr Road, Northbrook, IL 60062 Expires: 07-27-11
revell-group.com	Revell Monogram, 725 Landwehr Rd. Northbrook, IL 60062 Expires: 11-02-07
revell-monogram.com	Revell Monogram, 725 Landwehr Rd. Northbrook, IL 60062 Expires: 03-09-10
revellmonogram.com	Revell Monogram, 725 Landwehr Rd. Northbrook, IL 60062 Expires: 10-26-10
revellnothramerica.com	Revell Monogram, 725 Landwehr Rd. Northbrook, IL 60062 Expires: 03-25-10
revellusa.com	Revell Monogram, 725 Landwehr Rd. Northbrook, IL 60062 Expires: 03-25-10
stylestudio.com	Revell Monogram, 725 Landwehr Rd. Northbrook, IL 60062 Expires: 08-08-08
therevellgroup.com	Revell Monogram, 725 Landwehr Rd. Northbrook, IL 60062 Expires: 11-03-07
revellmonogramap.com	This domain name is available for registration
revell-monogram.cn	Unable to find to verify owner and status
stylestudio.de	Unable to find to verify owner and status

Schedule B

Revell Inc.

Licenses

TRADEMARKS/SERVICE MARKS that are licensed from Revell International, LLC pursuant to the Intellectual Property and Distribution Rights Agreement dated September 7, 2005 by and among Revell-Monogram, LLC, Revell-Monogram (Asia Pacific) Ltd. and Revell GMBH & Co. KG			
COUNTRY	TRADEMARK	REG. NO. / APPLICATION NO.	REG. DATE./FILING DATE
Argentina	Revell	1744021	11/3/1968
Argentina	Monogram & Design	2660978	4/3/2006
Australia	Revell	730838	3/26/1997
Australia	Revell & Design	321550	8/29/1978
Australia	Monogram	173543	5/7/1962
Australia	Monogram & Design	B295829	4/9/1976
Bolivia	Revell & Design	38109	10/9/1980
Brazil	Revell	2617994	12/29/1961
Brazil	Revell & Design	6953310	7/10/1979
Chile	Revell	390308	2/6/1972
China	Revell	768673	9/8/1995
China	Revell & Design	768674	9/28/1995
Colombia	Revell	70211	11/27/1969
Costa Rica	Revell	58413	1/26/1981
Costa Rica	Revell & Design	58412/31269	1/1/1981
Ecuador	Revell	5987-95	10/16/1990
Ecuador	Revell & Design	1469/80	12/8/1980
Ecuador	Revell	5987-95	10/16/1990
Ecuador	Revell & Design	1469/80	12/8/1980
Guatemala	Revell & Design	42960	5/3/1982
Hong Kong	Revell	685/1955	4/19/1955
Hong Kong	Revell & Design	B20/1985	8/24/1978
Hong Kong	Monogram	1402/1966	8/10/1966
India	Revell & Design	400841B	2/2/1983
Israel	Revell	40563	4/6/1975
Israel	Revell & Design	46476	8/31/1978
Japan	Revell	1365040	12/22/1978
Japan	Revell & Design	1520067	6/29/1982
Japan	Revell & Design	1602530	7/28/1983

CHILIB-953829.1-313442-00000

TRADEMARK
REEL: 004447 FRAME: 0359

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Distribution Rights Agreement dated September 7, 2005 by and among Revell-Monogram, LLC,
Revell-Monogram (Asia Pacific) Ltd. and Revell GMBH & Co. KG

COUNTRY	TRADEMARK	REG. NO. / APPLICATION NO.	REG. DATE./FILING DATE
Japan	Monogram	574855	N/A
Japan	Monogram & Design	1971999	7/23/1987
Japan	Monogram & Design (Katakana Characters)	1667880	3/22/1984
Korea	Revell	295409	8/5/1994
Korea	Monogram	49896	8/18/1977
Korea	Monogram & Design	51719	12/18/1977
Lebanon	Revell	31367	4/26/1975
Malaysia	Revell	38957	12/6/1962
New Zealand	Revell	107877	4/9/1974
New Zealand	Revell & Design	124858	8/22/1978
New Zealand	Monogram	112706	4/29/1976
New Zealand	Monogram & Design	115276	4/29/1976
Nicaragua	Revell	11899	11/1/1980
Peru	Revell	78359	N/A
Peru	Revell & Design	34253	11/3/1980
Philippines	Revell & Design	34050	2/22/1985
Saudi Arabia	Revell	154/89	9/16/1986
Singapore	Revell	5/31928	12/6/1962
Singapore	Revell & Design	77181	8/24/1978
Singapore	Monogram	T66/397291	7/22/1966
South Africa	Revell	97/10014	7/3/1997
South Africa	Revell & Design	78/4197	8/28/1978
South Africa	Monogram & Design	65/2706	7/6/1965
South Africa	Monogram & Design	76/1762	4/6/1976
Taiwan	Revell	630791	2/1/1994
Taiwan	Monogram	81066	3/1/1976
Taiwan	Monogram & Design	85532	11/1/1976
Thailand	Revell	31205	5/9/1955
Thailand	Revell & Design	32637	7/10/1985
Uruguay	Revell & Design	312,462	4/26/1978
Venezuela	Revell	32096	5/15/1957
Venezuela	Revell	81060	2/20/1976
Venezuela	Revell & Design	106615	2/15/1984

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19, 2007 between Green Dot North America and Revell-Monogram, LLC

COUNTRY	TRADEMARK	REG. NO. / APPLICATION NO.	REG. DATE./FILING DATE
Canada	DER GRÜNE PUNKT & DESIGN	911037	
Canada	DER GRÜNE PUNKT & DESIGN	447166	1/09/1995
Canada	DER GRÜNE PUNKT & DESIGN	447167	1/09/1995
Canada	DER GRÜNE PUNKT & DESIGN	909231	7/5/1997
United States	DER GRÜNE PUNKT & DESIGN	2,013,156	5/11/1996
United States	DER GRÜNE PUNKT & DESIGN	2,013,155	5/11/1996
United States	DER GRÜNE PUNKT & DESIGN	2,212,057	12/22/1998
Mexico	DER GRÜNE PUNKT & DESIGN	516203	1/31/1996
Mexico	DER GRÜNE PUNKT & DESIGN	511980	11/30/1995
Mexico	DER GRÜNE PUNKT & DESIGN	510151	11/24/1996
Mexico	DER GRÜNE PUNKT & DESIGN	514991	01/26/1996
Mexico	DER GRÜNE PUNKT & DESIGN	512586	12/11/1995
Mexico	DER GRÜNE PUNKT & DESIGN	519541	3/26/1996
Mexico	DER GRÜNE PUNKT & DESIGN	514990	1/26/1996
Mexico	DER GRÜNE PUNKT & DESIGN	531466	9/23/1996
Mexico	DER GRÜNE PUNKT & DESIGN	588661	9/30/1998
Mexico	DER GRÜNE PUNKT & DESIGN	511979	11/30/1995
Mexico	DER GRÜNE PUNKT & DESIGN	511978	11/30/1995
Mexico	DER GRÜNE PUNKT & DESIGN	514989	1/26/1996
Mexico	DER GRÜNE PUNKT & DESIGN	511026	11/28/1995
Mexico	DER GRÜNE PUNKT & DESIGN	516637	2/12/1996
Mexico	DER GRÜNE PUNKT & DESIGN	511025	11/28/1995
Mexico	DER GRÜNE PUNKT & DESIGN	536451	11/22/1996
Mexico	DER GRÜNE PUNKT & DESIGN	510150	11/24/1995

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COUNTRY	TRADEMARK	REG. NO. / APPLICATION NO.	REG. DATE/FILING DATE
Mexico	DER GRÜNE PUNKT & DESIGN	598073	01/26/1999
Mexico	DER GRÜNE PUNKT & DESIGN	511024	11/28/1995
Mexico	DER GRÜNE PUNKT & DESIGN	511023	11/30/1995
Mexico	DER GRÜNE PUNKT & DESIGN	511022	11/28/1995
Mexico	DER GRÜNE PUNKT & DESIGN	511977	11/30/1997
Mexico	DER GRÜNE PUNKT & DESIGN	511021	11/28/1995
Mexico	DER GRÜNE PUNKT & DESIGN	510690	11/27/1995
Mexico	DER GRÜNE PUNKT & DESIGN	588660	9/30/1998
Mexico	DER GRÜNE PUNKT & DESIGN	513002	12/13/1995
Mexico	DER GRÜNE PUNKT & DESIGN	511020	11/28/1995
Mexico	DER GRÜNE PUNKT & DESIGN	511976	11/30/1995
Mexico	DER GRÜNE PUNKT & DESIGN	515348	1/29/1996
Mexico	DER GRÜNE PUNKT & DESIGN	511600	11/29/1995
Mexico	DER GRÜNE PUNKT & DESIGN	511975	11/30/1995
Mexico	DER GRÜNE PUNKT & DESIGN	511974	11/30/1995
Mexico	DER GRÜNE PUNKT & DESIGN	516514	2/9/1996
Mexico	DER GRÜNE PUNKT & DESIGN	511019	11/28/1995
Mexico	DER GRÜNE PUNKT & DESIGN	558313	9/22/1997
Mexico	DER GRÜNE PUNKT & DESIGN	551018	11/28/1995
Mexico	DER GRÜNE PUNKT & DESIGN	551599	11/29/1995
Mexico	DER GRÜNE PUNKT & DESIGN	579168	6/26/1998