

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harris N.A. as successor by merger to Harris Trust and Savings Bank		04/29/2011	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	RC2 Corporation		
Street Address:	1111 West 22nd Street		
City:	Oak Brook		
State/Country:	ILLINOIS		
Postal Code:	60523		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1590061	RACING CHAMPIONS	
Registration Number:	1910242	RACING CHAMPIONS	
Registration Number:	2643147	RACING CHAMPIONS AUTHENTICS	
Registration Number:	2101905	RACING CHAMPIONS MINT	
CORRESPONDENCE DATA			
Fax Number:	(414)298-8097		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4142988230		
Email:	asmyczek@reinhartlaw.com		
Correspondent Name:	Alec Smyczek		
Address Line 1:	1000 N. Water St.		
Address Line 2:	Suite 1700		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	078170-0000		

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**TRADEMARK
 REEL: 004539 FRAME: 0576**

NAME OF SUBMITTER:	Alec Smyczek
Signature:	/Alec Smyczek/
Date:	05/12/2011
Total Attachments: 4 source=Release of Security Interest in Trademarks - RC2#page1.tif source=Release of Security Interest in Trademarks - RC2#page2.tif source=Release of Security Interest in Trademarks - RC2#page3.tif source=Release of Security Interest in Trademarks - RC2#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE dated April 29, 2011 by HARRIS N.A. as successor by merger to HARRIS TRUST AND SAVINGS BANK ("*Harris*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Trademark Collateral Agreement hereinafter defined (said Harris acting as such administrative agent and any successor or successors to said Harris in such capacity being hereinafter referred to as the "*Agent*");

WITNESSETH:

WHEREAS, Agent and RC2 CORPORATION, a Delaware corporation, ("*Debtor*"), with its principal place of business and mailing address at 1111 West 22nd Street, Oak Brook Illinois 60523, are parties to that certain Trademark Collateral Agreement dated September 15, 2004 which was recorded in the United States Patent and Trademark Office on September 30, 2004 at Reel 002948, Frame 00665 (the "*Trademark Collateral Agreement*"), pursuant to which Debtor granted a security interest in certain trademarks, trademark registrations, trademark applications and trademark licenses listed on Schedules A-1 and A-2 attached hereto and certain other property (collectively, the "*Trademarks*"); and

WHEREAS, Debtor has requested that the Agent release the security interests in the Trademarks on Agent's own behalf and on behalf of the Secured Creditors;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Agent hereby (i) terminates the Trademark Collateral Agreement and (ii) terminates, cancels and releases all of its security interests in, without any representation, warranty, recourse or undertaking by the Agent, all of its right, title and interest, if any, in and to:

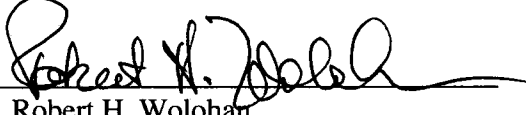
(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages.

IN WITNESS WHEREOF, the Agent has caused this Release of Security Interest in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

HARRIS N.A., as Agent

By 
Name: Robert H. Wolohan
Title: Vice President

SCHEDULE A-1 TO
TO RELEASE OF SECURITY INTEREST IN TRADEMARKS
FEDERAL TRADEMARK REGISTRATIONS
AND PENDING APPLICATIONS

TRADEMARK	REGISTRATION NUMBER
RACING CHAMPIONS	1,590,061
RACING CHAMPIONS (and design)	1,910,242
RACING CHAMPIONS AUTHENTICS (ITU)	2,643,147
RACING CHAMPIONS MINT	2,101,905

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.