

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/10/2010

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NASCAR Team Properties	FORMERLY The NASCAR/Teams Licensing Trust	10/23/2012	Statutory Trust: DELAWARE

RECEIVING PARTY DATA

Name:	Lionel NASCAR Collectables LLC
Street Address:	6301 Performance Drive Southwest
City:	Concord
State/Country:	NORTH CAROLINA
Postal Code:	28027
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2437178	AP
Registration Number:	2349860	ACTION PERFORMANCE COMPANIES, INC.
Registration Number:	2734404	ACTION RACING COLLECTABLES
Registration Number:	3343513	AP
Registration Number:	3180039	PIT STOP
Registration Number:	2639189	RCCA

CORRESPONDENCE DATA

Fax Number: 3128622200
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312-862-6371
 Email: renee.prescan@kirkland.com
 Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 24185-2 RMP

NAME OF SUBMITTER: Renee M. Prescan

Signature: /Renee M. Prescan/

Date: 10/30/2012

Total Attachments: 7

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS NUNC PRO TUNC TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into effective September 10, 2010 ("Effective Date") by and between **NASCAR Team Properties** formerly known as **The NASCAR/Teams Licensing Trust**, a Delaware statutory trust, with an office at 550 South Caldwell Street, Suite 2000, Charlotte, North Carolina 28202 ("Assignor") in favor of **Lionel NASCAR Collectables LLC**, a Delaware limited liability company, with an office at 6301 Performance Drive Southwest, Concord, North Carolina 28027 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Die Cast Asset Contribution and License Agreement dated September 10, 2010 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor assigned certain assets of Assignor to Assignee, including the trademark registrations and applications set forth on Schedule A attached hereto and the unregistered trademarks set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights

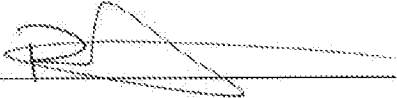
assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative, effective as of the Effective Date.

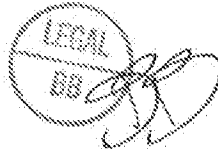
NASCAR TEAM PROPERTIES,
FORMERLY KNOWN AS THE
NASCAR TEAMS LICENSING TRUST

By: 

Name: Blake Davidson



Title: Trustee

Date: 10/28/12





SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
2437178	76/026604	AP and Design 
2349860	75/668358	ACTION and Flag Design 
2734404	7/8/2003	ACTION RACING COLLECTABLES
3343513	11/27/2007	AP
3180039	12/5/2006	PIT STOP
2639189	10/22/2002	RCCA
3360974	12/25/2007	DRIVERS SELECT
3441818	6/3/2008	OWNERS CLUB SELECT
3360973	12/25/2007	OWNERS ELITE
3180040	12/5/2006	OWNERS SERIES
3207705	2/13/2007	PREFERRED SERIES
2421505	1/16/2001	TEAM CALIBER and Design
2425271	1/30/2001	TEAM CALIBER

SCHEDULE B

UNREGISTERED TRADEMARKS

ACTION RACING COLLECTABLES and Design 
ARC
ARC PLATINUM and Design 
ARC PLATINUM
ARC GOLD and Design 
ARC GOLD
ARC SILVER and Design 
ARC SILVER
ARC BLACK and Design 
ARC BLACK
ARC KIDS and Design



ARC KIDS

DIN

E-POINTS and Design



E-POINTS

PIT STOP and Design



RACING COLLECTABLES CLUB OF AMERICA

RCCA and Design



RCCA CLUB CAR and Design






RCCA CLUB CAR

RCCA ELITE and Design



E RCCA ELITE and Design



RCCA ELITE
RCCA PLATINUM and Design 
RCCA PLATINUM
RCCA GOLD and Design 
RCCA GOLD
RCCA BRONZE and Design 
RCCA BRONZE
RCCA THUNDER
THE CHOICE OF CHAMPIONS
STILL, THE CHOICE OF CHAMPIONS
XTREME SERIES RACING COLLECTABLES and Design 