

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Assignment and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lionel Trademark LLC		08/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	86572807	MEGA TRACKS	
Serial Number:	86451188	IMAGINEERING	
Serial Number:	86224145	FLYERCHIEF	
Serial Number:	86390903	SENSORTRACK	
Registration Number:	4361010	ACTION	
Registration Number:	4422885	OCTANE GARAGE	
Registration Number:	4514673	LIONEL RACING	
Registration Number:	4557127	PAINT THE TRACK PINK	
Registration Number:	4616195	LIONEL RACING	
Registration Number:	4623700	LIONEL BATTLE TRAIN	
Registration Number:	4672632	LCS LAYOUT CONTROL SYSTEM	
Registration Number:	4760190	PAINT THE TRACK PINK	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Susan O'Brien		
Address Line 1:	187 Wolf Road, Suite 101		

OP \$315.00 86572807

Address Line 2: CT Lien Solutions
Address Line 4: Albany, NEW YORK 12205

NAME OF SUBMITTER: Susan O'Brien

SIGNATURE: /Michael Barys/

DATE SIGNED: 09/04/2015

Total Attachments: 23

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Lionel Trademark LLC

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: Delaware

Execution Date(s) August 31, 2015

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Yes

No

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: 100 Park Avenue

City: New York

State: NY

Country: USA

Zip: 10017

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other LLC Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark Collateral Assignment and Security Agreement
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) See Attached Exhibit A

B. Trademark Registration No. (s) See Attached Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cis-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

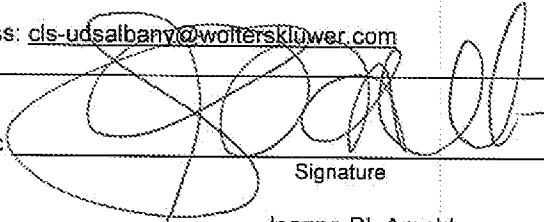
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name:

9. Signature:



Signature

Joanne BL Arnold
Name of Person Signing

September 4, 2015
Date

Total number of pages including cover sheet, attachments, and document: 23

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT (“Agreement”), dated August 31, 2015 is by and between Lionel Trademark LLC, a Delaware limited liability company (“Debtor”), with its chief executive office at 6301 Performance Drive, Concord, North Carolina 28027, and Wells Fargo Bank, National Association, a national banking association, as successor by merger to Wachovia Bank, National Association (“Secured Party”), having an office at 100 Park Avenue, New York, New York 10017.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, tradenames, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party, Debtor and Lionel L.L.C., a New York limited liability company (“Lionel”) and Lionel NASCAR Collectibles, LLC, a Delaware Limited Liability Company (“Lionel NASCAR”, and together with Lionel, each individually a “Borrower” and collectively, “Borrowers”) have entered or are about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Second Amended and Restated Loan and Security Agreement, dated of even date herewith, by and among Secured Party, Borrowers, Debtor, Liontech Company, a Michigan corporation, Lionel Holdings LLC, a Delaware limited liability company, Liontech Trains LLC, a Delaware limited liability company and Lionel Automotive Holdings, LLC f/k/a/ Lionel Racing LLC, a Delaware limited liability company (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “Loan Agreement”) and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the “Financing Agreements”); and

WHEREAS, in order to induce Secured Party to continue make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the full and final payment and performance of all of the Obligations (as such term is defined in the Loan Agreement), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, tradestyles and service marks and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, tradestyles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the full and final payment and performance of all of the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor has good, valid and merchantable title to all existing Collateral, and the right and power to grant the security interest granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications, provided, however, that Debtor shall not be required to take any such action with respect to any Trademark if (A) in Debtor's good faith business judgment, there is a reasonable and valid business reason for taking or omitting to take such action and (B) the taking

or omitting to take such action would not have or reasonably be expected to have a Material Adverse Effect. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) liens, claims, mortgages, licenses, security interests and encumbrances granted hereunder and pursuant to the Loan Agreement and the other Financing Agreements, (ii) the liens, claims, mortgages, assignments, licenses, security interests and encumbrances permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below or under the Loan Agreement and set forth in Exhibit B hereto.

(b) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(c) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof or any political subdivision thereof, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(d) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder, provided, that Secured Party agrees that it shall not exercise any power or authority granted under the Power of Attorney unless an Event of Default has occurred and is continuing.

(e) Subject to Section 7.8 of the Loan Agreement, Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(f) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof or any political subdivision thereof, unless Debtor has given Secured Party prompt written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof,

or any political subdivision thereof, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, or any political subdivision thereof, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all agreements, instruments, documents and such other papers as may be reasonably requested by Secured Party to evidence the security interest in such Trademark in favor of Secured Party.

(g) Other than as permitted under Section 3(a) hereof, Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable, except to the extent permitted under the Loan Agreement. Debtor shall notify Secured Party promptly if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(h) Debtor shall render any assistance, as Secured Party shall determine is reasonably necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, or any political subdivision thereof, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings subject to Section 9.7(b)(viii) of the Loan Agreement.

(i) To the Debtor's knowledge on the date hereof, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Except as disclosed pursuant to the Loan Agreement, there has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or part nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark in any material respect or is likely to cause confusion with any Trademark in any material respect. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(j) Debtor assumes all responsibility and liability arising from the use of the Trademarks (unless it is determined by a final and non-appealable judgment or court order binding on Secured Party, that the losses were the result of acts or omissions constituting Secured Party's gross negligence or willful misconduct) and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any subsidiary thereof) unless it is determined by a final and non-

appealable judgment or court order binding on Secured Party, that the losses were the result of acts or omissions constituting Secured Party's gross negligence or willful misconduct. The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(k) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

The occurrence or existence of any Event of Default under the Loan Agreement or any of the other Financing Agreements is referred to herein individually as an "Event of Default" and collectively as "Events of Default".

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem

appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations pursuant to the Loan Agreement. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York, as Lender may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected

or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within forty-five (45) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: c/o Lionel, L.L.C.
6301 Performance Drive
Concord, NC 28027
Attention: Chris Elrod
Telephone No.: (704) 454-4371
Telecopy No.: (704) 455-8942

If to Secured Party: Wells Fargo Bank, National Association
100 Park Avenue
New York, New York 10036
Attention: Portfolio Manager
Telephone No.:(212) 545-4367
Telecopy No.: (212) 545-4490

(b) All references to Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and permitted assigns. All references to Debtor pursuant to the definitions set forth in the recitals hereto shall include its successors and permitted assigns. All references to Borrowers pursuant to the definitions set forth in the recitals hereto shall include their respective successors and permitted assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 11.3 of the Loan Agreement. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

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IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

WELLS FARGO BANK NATIONAL ASSOCIATION

By: *Thomas A. Monty*

Title: *Vice President*

LIONEL TRADEMARK LLC

By: _____

Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____

Title: _____



LIONEL TRADEMARK LLC



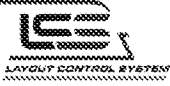


By:  _____





Title: CFO _____

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**







LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS



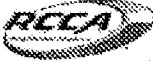



Mark Name	Serial Number	Filing Date	Reg. Number	Reg. Date
MEGA TRACKS	86/572807	3/23/2015		
IMAGINEERING	86/451188	11/11/2014		
PREWAR CELEBRATION SERIES	77/544962	8/12/2008	3591017	3/17/2009
FLYERCHIEF	86/224145	3/18/2014		
LIONELVILLE AND DESIGN 	78/345034	12/23/2003	3003674	10/4/2005
LIONEL LEGACY CONTROL SYSTEM (stylized and/or with design) 	77/194648	5/31/2007	3603242	4/7/2009
FAT BOY	76/456910	10/8/2002	2946459	5/3/2005
CAB-2	77/485915	5/29/2008	3709711	11/10/2009
STANDARD O	78/400217	4/12/2004	3034452	12/27/2005
CONVENTIONAL CLASSICS	77/561379	9/3/2008	3758597	3/9/2010
SENSORTRACK	86/390903	9/10/2014		
LIONEL	78/320101	10/29/2003	3131852	8/22/2006
PIT STOP	78/703025	8/30/2005	3180039	12/5/2006
TRAINSOUNDS	78/449400	7/12/2004	3276273	8/7/2007
POWERMAX	78/890266	5/23/2006	3403449	3/25/2008
FASTRACK	77/799339	8/7/2009	4116628	3/27/2012
LEGACY	77/375449	1/18/2008	3504335	9/23/2008
GILBERT	75/184254	10/21/1996	2194149	10/6/1998
GILBERT HALL OF SCIENCE	75/184256	10/21/1996	2194150	10/6/1998

Mark Name	Serial Number	Filing Date	Reg. Number	Reg. Date
LIONEL LINES	75/165078	9/13/1996	2207490	12/1/1998
POWERMASTER	75/165149	9/13/1996	2207491	12/1/1998
ACTION AND FLAG DESIGN 	85/771766	11/5/2012	4361010	7/2/2013
OCTANE GARAGE	85/701782	8/12/2012	4422885	10/22/2013
LIONEL RACING	86/063869	9/13/2013	4514673	4/15/2014
LIONEL L SINCE 1900 AND DESIGN 	75/337172	8/7/1997	2355674	6/6/2000
PAINT THE TRACK PINK	85/903955	4/15/2013	4557127	6/24/2014
ZW	75/751551	7/15/1999	2385344	9/12/2000
LIONEL RACING	86/050660	8/28/2013	4616195	10/7/2014
LIONEL BATTLE TRAIN	86/133112	12/2/2013	4623700	10/21/2014
LCS LAYOUT CONTROL SYSTEM and Design 	86/052019	8/29/2013	4672632	1/13/2015
PAINT THE TRACK PINK	86/445172	11/5/2014	4760190	6/23/2015
LIONEL LEGENDARY TRAINS AND DESIGN 	75/337258	8/7/1997	2468080	7/10/2001
ODYSSEY	75/469033	4/16/1998	2482776	8/28/2001
LIONMASTER	75/637671	2/5/1999	2494754	10/2/2001
400E	76/088946	7/14/2000	2549316	3/19/2002
A.C. GILBERT CO.	76/130680	9/19/2000	2573105	5/28/2002
L & DESIGN (STYLIZED L IN A CIRCLE) 	72/125393	8/4/1961	0736342	8/21/1962

Mark Name	Serial Number	Filing Date	Reg. Number	Reg. Date
RCCA	76/328162	10/22/2001	2639189	10/22/2002
LIONEL L SINCE 1900 AND DESIGN 	76/216535	2/26/2001	2641950	10/29/2002
L & DESIGN (STYLIZED L IN A CIRCLE) 	72/131589	11/8/1961	0742952	1/1/1963
LIONEL SINCE 1900 and Design 	76/387180	3/26/2002	2680647	1/28/2003
MISCELLANEOUS DESIGN (BLUE AND ORANGE) 	76/042329	4/26/2001	2679526	1/28/2003
TMCC	76/404278	5/6/2002	2704293	4/8/2003
LOCKON	76/387125	3/26/2002	2708957	4/22/2003
RAILSOUNDS	76/395868	4/15/2002	2711066	4/29/2003
MAGNE-TRACTION (STYLIZED) <i>MAGNE-TRACTION</i>	71/599710	6/24/1950	0574511	5/19/1953
ACTION RACING COLLECTABLES	76/437133	8/2/2002	2734404	7/8/2003
LIONELVILLE	76/462705	10/29/2002	2758658	9/2/2003
AMERICAN FLYER	78/222875	3/7/2003	2813095	2/10/2004
CAB-1	78/232485	4/1/2003	2819956	3/2/2004
PULLMOR	78/232506	4/1/2003	2819957	3/2/2004
LIONEL	78/226487	3/17/2003	2825192	3/23/2004
LIONEL LIONEL	71/345968	1/12/1934	0313353	5/22/1934
TRAINMASTER	76/387740	3/26/2002	2876069	8/24/2004

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
Octane Garage
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 

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF LICENSES

Lionel NASCAR Collectibles L.L.C.

1. Trademark License Agreement between the Company and John Forcing Racing LLP
2. Trademark License Agreement between the Company and Metropolitan Transit Authority
3. Trademark License Agreement between the Company and Indy
4. Trademark License Agreement between the Company and Ford Motor Company
5. License Agreement between the Company and Goodyear Tire & Rubber Company
6. License Agreement between the Company and General Motors LLC
7. Trademark License Agreement between the Company and Toyota
8. Trademark License Agreement between the Company and Pocono
9. Trademark License Agreement between the Company and CMG (Buddy Baker)
10. Trademark License Agreement between the Company and IMG/CLC (Texas AM, Penn State)
11. Trademark License Agreement between the Company and Viacom/Nickelodeon (SpongeBob)
12. Trademark License Agreement between the Company and HMSIV (Warner Bros. DC Comics)

Agreements with the Lionel L.L.C. as Licensee

1. Trademark License Agreement between Lionel L.L.C. and Morning Glory Licensing LLC dated January 1, 2010 as amended January 1, 2014.
2. Trademark License Agreement between Lionel L.L.C. and Coca-Cola, LLC dated February 11, 2010 as amended January 1, 2013.
3. Trademark License Agreement between Lionel L.L.C. and the Metropolitan Transit Authority dated December 15, 2005 as amended September 1, 2014.

4. Trademark License Agreement between Lionel L.L.C. and Warner Bros. Consumer Products, Inc. dated February 14, 2004 as amended January 1, 2013.
5. Trademark License Agreement between Lionel L.L.C. and Warner Bros. Consumer Products, Inc. for Harry Potter dated April 19, 2007 as amended January 1, 2013.
6. Trademark License Agreement between Lionel L.L.C. and Classic Media LLC dated December 18, 2008 as amended April 19, 2011.
7. Trademark License Agreement between Lionel L.L.C. and Thomas Licensing LLC dated June 14, 2011 as amended January 1, 2015.
8. Trademark License Agreement between Lionel L.L.C. and Peanuts Worldwide LLC dated September 28, 2011 as amended January 1, 2015.
9. Trademark License Agreement between Lionel L.L.C. and The Hersheys Company dated November 10, 2009 as amended January 1, 2012.
10. Trademark License Agreement between Lionel L.L.C. and CSX dated July 1, 2005.
11. Trademark License Agreement between Lionel L.L.C. and Union Pacific dated March 13, 2007.
12. Trademark License Agreement between Lionel L.L.C. and Amtrak National Railroad Passenger Corporation, dated January 1, 2011 as amended January 1, 2014.
13. Trademark License Agreement between Lionel L.L.C. and Angela Trotta Thomas, dated January 1, 2010 as amended January 1, 2014.
14. Trademark License Agreement between Lionel L.L.C. and Crayola, dated January 1, 2014.
15. Trademark License Agreement between Lionel L.L.C. and DC Comics (WB), dated January 1, 2014.
16. Trademark License Agreement between Lionel L.L.C. and Frosty the Snowman, dated September 1, 2013.
17. Trademark License Agreement between Lionel L.L.C. and John Deere, dated March 14, 2014.
18. Trademark License Agreement between Lionel L.L.C. and Moon Pie, dated September 1, 2014.
19. Trademark License Agreement between Lionel L.L.C. and BNSF, dated May 1, 2014.
20. Trademark License Agreement between Lionel L.L.C. and Smithsonian, dated January 1, 2015.

21. Trademark License Agreement between Lionel L.L.C. and The Boxcar Children, dated May 10, 2015.

22. Trademark License Agreement between Lionel L.L.C. and Shell, dated May 19, 2015.

Agreements with the Lionel L.L.C. as Licensor

1. Trademark License Agreement between Lionel L.L.C. and Miller Engineering, dated June 19, 2012.

2. Trademark License Agreement between Lionel L.L.C. and M.T.H. Electric Trains, dated February 21, 2009 as amended August 25, 2011.

3. Trademark License Agreement between Lionel L.L.C. and Morning Glory Licensing, dated June 1, 2011.

4. Trademark License Agreement between Lionel L.L.C. and Hallmark Cards, Inc., dated September 6, 2002 as amended September 11, 2012.

5. Trademark License Agreement between Lionel L.L.C. and Andrew Rooney, dated April 1, 1004 as amended January 1, 2015.

6. Trademark License Agreement between Lionel L.L.C. and The Bradford Exchange Ltd. and its affiliates, dated October 21, 2013.

7. Trademark License Agreement between Lionel L.L.C. and The Madison Poster Company, dated January 1, 2014.

8. Trademark License Agreement between Lionel L.L.C. and Fathead LLC, dated January 1, 2014.

9. Trademark License Agreement between Lionel L.L.C. and Quayside Publishing Group, dated March 31, 2014 as amended January 17, 2014.

10. Trademark License Agreement between Lionel L.L.C. and Suns Out, Inc., dated May 16, 2013.

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of August , 2015 before me personally came _____, to
me known, who being duly sworn, did depose and say, that he is the _____ of Lionel
Trademark LLC, the company described in and which executed the foregoing instrument; and
that he signed his name thereto by order of the managers of said company.

Notary Public