

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449058

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hobbico, Inc.		07/17/2017	Corporation: ILLINOIS
Tower Hobbies, Inc.		07/17/2017	Corporation: ILLINOIS
Great Planes Model Manufacturing, Inc.		07/17/2017	Corporation: ILLINOIS
United Model, Inc.		07/17/2017	Corporation: ILLINOIS
Revell Inc.		07/17/2017	Corporation: ILLINOIS
Estes-Cox Corp.		07/17/2017	Corporation: DELAWARE
Axial R/C Inc.		07/17/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	90 South 7th Street, 16th Floor		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402-3903		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87186156	C-ME	
<b>Serial Number:</b>	86737494	PROTO X	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3122014000		
<b>Email:</b>	kristina.bunker@goldbergkohn.com		
<b>Correspondent Name:</b>	Goldberg Kohn Ltd., c/o Kristina Bunker		
<b>Address Line 1:</b>	55 East Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Kristina Bunker		
<b>SIGNATURE:</b>	/kb/		

OP \$65.00 87186156

<b>DATE SIGNED:</b>	10/30/2017
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**Total Attachments: 6**

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- source=Hobbico - TSA Adding Suppl. Schedule#page5.tif
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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 17, 2017, is made by Hobbico, Inc., an Illinois corporation (the "Hobbico"), Tower Hobbies, Inc., an Illinois corporation ("Tower"), Great Planes Model Manufacturing, Inc., an Illinois corporation ("Great Planes"), United Model, Inc., an Illinois corporation ("United Model"), Revell Inc., an Illinois corporation ("Revell"), Estes-Cox Corp., a Delaware corporation ("EC"), and Axial R/C Inc., a California corporation ("Axial"; and together with Hobbico, Tower, Great Planes, United Model, Revell, and EC, each a "Grantor" and, collectively, "Grantors"), in favor of Wells Fargo Bank, National Association, a national banking association, in its capacity as administrative agent (in such capacity, "Administrative Agent") for the benefit of itself, all of the financial institutions that from time to time become lenders to the below-defined Credit Agreement (collectively, "Lenders"), their Affiliates, and the other Secured Parties, with its mailing address at 90 South 7th Street, 16th Floor, Minneapolis, MN 55402-3903, and its successors and assigns.

### **WITNESSETH:**

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement, dated as of July 11, 2014, by and among Grantors, Administrative Agent, and Lenders from time to time party thereto (as amended, restated, supplemented, or otherwise modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "Credit Agreement"), Administrative Agent and Lenders have agreed, subject to all of the terms and conditions thereof, to extend credit and make certain other financial accommodations available to the Grantors;

WHEREAS, Grantors have executed and delivered to Administrative Agent, for the benefit of itself, all of the Lenders, their Affiliates, and the other Secured Parties, that certain Third Amended and Restated Pledge and Security Agreement, dated as of December 6, 2016 (collectively, including all annexes, exhibits and schedules thereto from time to time, all as from time to time amended, restated, supplemented, or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to Administrative Agent, for the benefit of itself and the Lenders, their Affiliates, and the other Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement. This Agreement shall be subject to the rules of construction set forth in Section 1.3 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby reaffirms the terms of the Security Agreement (including, without limitation, Article II thereof) and hereby further unconditionally grants, assigns, mortgages, and pledges to Administrative Agent, for the benefit of itself, the Lenders, their Affiliates, and the other Secured Parties, a continuing lien on and security interest in all of such Grantors' right, title, and interest in, to, and under the following Collateral, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(i) all of such Grantors' Trademarks and Intellectual Property Licenses to which such Grantor is a party, including, without limitation, those referred to on Schedule I attached hereto;

(ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark or any Trademark exclusively licensed under any Intellectual Property License, including, without limitation, the right to receive damages, or right to receive license fees, royalties, and other compensation under any Intellectual Property License relating or pertaining to any Trademark or otherwise.

3. SECURITY FOR SECURED OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to Administrative Agent, Lenders, their Affiliates, and the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of itself, the Lenders, their Affiliates, and the other Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and are hereby reaffirmed by each Grantor. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or any other Trademark Collateral, the provisions of this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement at any time and from time

to time by amending Schedule I to include any other or additional Trademark Collateral of any Grantor, in each case, without any notice to, or the consent of, any Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

7. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois without regard to conflicts of laws principles.

8. MISCELLANEOUS. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of, or obligation under, this Agreement shall be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Administrative Agent, any Lender or other Secured Party, or any Grantor, such reference includes, and shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of Administrative Agent, Lenders, the other Secured Parties, and their respective successors and assigns. This Agreement is primarily for the purposes of recording in the United States Patent and Trademark Office.

*[Signature Pages to Follow]*

IN WITNESS WHEREOF, Grantors have caused this Agreement to be duly executed by its duly authorized officer as of the date first written above.

**GRANTORS:**

HOBBICO, INC.  
GREAT PLANES MODEL MANUFACTURING INC.  
TOWER HOBBIES, INC.  
UNITED MODEL, INC.  
REVELL INC.  
ESTES-COX CORP.  
AXIAL R/C INC.

By:   
Kenneth R. Cutler, Vice-President

**Schedule I**

**Trademarks**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>REGIS. NUMBER</b>	<b>REGIS. DATE</b>	<b>OWNER INFORMATION</b>
Junior Kit	87320381	N/A	N/A	Revell Inc.

## SUPPLEMENTAL SCHEDULE I

Pursuant to Section 5 of that certain Trademark Security Agreement ("Trademark Security Agreement"), dated as of July 17, 2017, by Hobbico, Inc., an Illinois corporation (the "Hobbico"), Tower Hobbies, Inc., an Illinois corporation ("Tower"), Great Planes Model Manufacturing, Inc., an Illinois corporation ("Great Planes"), United Model, Inc., an Illinois corporation ("United Model"), Revell Inc., an Illinois corporation ("Revell"), Estes-Cox Corp., a Delaware corporation ("EC"), and Axial R/C Inc., a California corporation ("Axial"; and together with Hobbico, Tower, Great Planes, United Model, Revell, and EC, each a "Grantor" and, collectively, "Grantors"), in favor of Wells Fargo Bank, National Association, a national banking association, in its capacity as administrative agent (in such capacity, "Administrative Agent") for the benefit of itself, all of the financial institutions that from time to time become lenders to the below-defined Credit Agreement (collectively, "Lenders"), their Affiliates, and the other Secured Parties, the following trademarks are incorporated herein by this reference and made a part of the Trademark Security Agreement:

### TRADEMARKS

<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner Information</b>
C-ME	87186156	N/A	N/A	Hobbico, Inc.
Proto X	86737494	N/A	N/A	Estes-Cox Corporation