

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602761

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lionel Trademark, LLC		10/01/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	6301 Performance Dr. SW
Internal Address:	Attention: Chris Elrod
City:	Concord
State/Country:	NORTH CAROLINA
Postal Code:	28027
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	5622126	PLUG EXPAND PLAY
Registration Number:	5938895	MAGNELOCK
Registration Number:	5351359	LIONSCALE
Registration Number:	5351360	READY-TO-PLAY
Registration Number:	5106614	CORKSCREW CHAOS
Registration Number:	5102068	TORNADO MOUNTAIN
Registration Number:	5102069	TWISTED TOWER
Registration Number:	5036176	LIONEL
Registration Number:	5111061	TWISTRACK
Registration Number:	4956002	LIONCHIEF
Registration Number:	4982224	FLYERCHIEF
Registration Number:	5033306	MEGA TRACKS
Registration Number:	5129622	MEGA TRACKS
Registration Number:	4956778	IMAGINEERING
Registration Number:	4760190	PAINT THE TRACK PINK
Registration Number:	4672632	LCS LAYOUT CONTROL SYSTEM
Registration Number:	4616195	LIONEL RACING
Registration Number:	4361010	ACTION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4116628	FASTRACK
Registration Number:	3504335	LEGACY
Registration Number:	3403449	POWERMAX
Registration Number:	3131852	LIONEL
Registration Number:	2819956	CAB-1
Registration Number:	2819957	PULLMOR
Registration Number:	2825192	LIONEL
Registration Number:	2813095	AMERICAN FLYER
Registration Number:	2758658	LIONELVILLE
Registration Number:	2734404	ACTION RACING COLLECTABLES
Registration Number:	2704293	TMCC
Registration Number:	2680647	LIONEL SINCE 1900
Registration Number:	2876069	TRAINMASTER
Registration Number:	2639189	RCCA
Registration Number:	2641950	LIONEL SINCE 1900
Registration Number:	2573105	A.C. GILBERT CO.
Registration Number:	2549316	400E
Registration Number:	2494754	LIONMASTER
Registration Number:	2482776	ODYSSEY
Registration Number:	2355674	LIONEL L SINCE 1900
Registration Number:	2468080	LIONEL LEGENDARY TRAINS
Registration Number:	2194149	GILBERT
Registration Number:	2194150	GILBERT HALL OF SCIENCE
Registration Number:	2207490	LIONEL LINES
Registration Number:	2207491	POWERMASTER
Registration Number:	0742952	L
Registration Number:	0736342	L
Registration Number:	0574511	MAGNE-TRACTION
Registration Number:	0313353	LIONEL
Registration Number:	3276273	TRAINSOUNDS
Registration Number:	3034452	STANDARD O
Registration Number:	2711066	RAILSOUNDS
Registration Number:	2708957	LOCKON
Registration Number:	2679526	

CORRESPONDENCE DATA

Fax Number: 6175236850

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.

TRADEMARK

REEL: 007075 FRAME: 0060

Phone: 617-523-2700
Email: susan.dinicola@hklaw.com,michelle.diaz@hklaw.com
Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 10/13/2020

Total Attachments: 24

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GRANT OF SECURITY INTEREST IN
TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of October 1, 2020, is made by Lionel Trademark, LLC, a Delaware limited liability company (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., (the "Lender") in connection with that certain ABL Credit Agreement, dated as of October 1, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Lionel L.L.C., a New York limited liability company (the "Borrower"), the Loan Parties thereto and JPMorgan Chase Bank, N.A., (the "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lender has agreed to make loans to the Borrower, and Lender has agreed to issue Letters of Credit for the account of the Borrower, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered an Security Agreement, dated as of October 1, 2020 in favor of the Lender (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Lender a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the trademarks that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lender to make loans, and issue the Letters of Credit, to the Borrower, Grantor agrees, for the benefit of the Lender as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor's right, title and interest in, to and under the trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Lender as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement

(and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

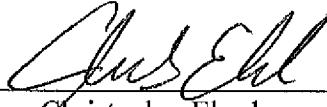
4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed pdf, or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Collateral Agent to accept electronic signatures in any form or format without its prior written consent.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LIONEL TRADEMARK LLC
as the Grantor

By: 
Name: Christopher Elrod
Title: Chief Financial Officer

Grant of Security Interest in Trademarks (Lionel Trademark LLC)

B-3

TRADEMARK
REEL: 007075 FRAME: 0064

JPMORGAN CHASE BANK, N.A.

By: *[Signature]*



Name: *Mark Frazee*


Title: *Authorized Officer*




SCHEDULE A

Trademark	Registration Date	Registration Number
LIONEL	Rnw 12-MAR-2007	BENELUX-TM R 030874
FLYERCHIEF Cross References: FLYER CHIEF	Reg 26-MAY-2017	Reg TMA971838
LIONEL BATTLE TRAIN	Reg 17-JUL-2015	Reg CANTMA908831
LCS LAYOUT CONTROL SYSTEM & Design 	Reg 09-MAR-2017	Reg CANTMA965350


Trademark	Registration Date	Registration Number
LIONEL RACING	Reg 09-MAR-2017	Reg CANTMA965351
AMERICAN FLYER	Reg 14-MAY-1998	Reg CANTMA494638
LIONEL LINES	Reg 26-JAN-2000	Reg CANTMA522234
LIONELVILLE	Reg 14-MAY-1998	Reg CANTMA494637

Trademark	Registration Date	Registration Number
<p data-bbox="430 262 628 294">LION DESIGN</p> 	<p data-bbox="685 262 828 325">Reg 14- MAY-1998</p>	<p data-bbox="899 262 1175 294">Reg CANTMA494636</p>
<p data-bbox="440 646 617 678">L & DESIGN</p> 	<p data-bbox="685 646 828 709">Reg 14- MAY-1998</p>	<p data-bbox="899 646 1175 678">Reg CANTMA494635</p>
<p data-bbox="415 1031 643 1094">GILBERT HALL OF SCIENCE</p>	<p data-bbox="685 1031 824 1094">Reg 17- NOV-1999</p>	<p data-bbox="899 1031 1175 1062">Reg CANTMA519483</p>
<p data-bbox="461 1415 597 1446">GILBERT</p>	<p data-bbox="685 1415 824 1478">Reg 30- NOV-1999</p>	<p data-bbox="899 1415 1175 1446">Reg CANTMA520144</p>

Trademark	Registration Date	Registration Number
LIONEL	Reg 24- JAN-1992	Reg CANTMA393114
LIONEL	Reg 08- AUG-1933	Reg CANTMDA57246
<p data-bbox="516 1031 537 1058">L</p> 	Reg 28- MAY-1999	Reg ECTM510958
LIONEL	Reg 23- JUN-1999	Reg ECTM510933

Trademark	Registration Date	Registration Number
<p data-bbox="451 264 607 296">Design Only</p> 	<p data-bbox="695 264 818 327">Reg 16- JUL-1997</p>	<p data-bbox="894 264 1180 296">Reg GERTM39716337</p>
<p data-bbox="488 648 570 680">Lionel</p>	<p data-bbox="688 648 824 711">Reg 06- NOV-1990</p>	<p data-bbox="902 648 1170 680">Reg GERTM1167281</p>
<p data-bbox="456 1033 602 1064">L LIONEL</p> 	<p data-bbox="688 1033 824 1096">Reg 06- NOV-1990</p>	<p data-bbox="902 1033 1170 1064">Reg GERTM1167283</p>
<p data-bbox="472 1417 586 1449">LIONEL</p> 	<p data-bbox="695 1417 818 1480">Reg 09- APR-1988</p>	<p data-bbox="943 1417 1131 1449">Reg 199204652</p>



Trademark	Registration Date	Registration Number
<p>LIONEL</p> <p>LIONEL</p>	<p>Reg 09- APR-1988</p>	<p>Reg 19892853</p>
<p>LIONEL</p>	<p>Reg 14- JUL-2017</p>	
<p>LIONEL</p> <p>LIONEL</p>	<p>Reg 18- DEC-1987</p>	<p>Reg 2007134</p>
<p>LIONEL</p>	<p>Reg 27-SEP- 1977</p>	<p>Reg NEWZEALANDTM115722</p>

Trademark	Registration Date	Registration Number
<p style="text-align: center;">L</p> 	<p style="text-align: center;">Reg 31- OCT-1997</p>	<p style="text-align: center;">Reg UKTM2129239</p>
<p style="text-align: center;">LIONEL</p>	<p style="text-align: center;">Reg 01- JAN-1934</p>	<p style="text-align: center;">Reg UKTM547375</p>
<p style="text-align: center;">PLUG EXPAND PLAY</p> <p style="text-align: center;">PLUG EXPAND PLAY</p>	<p style="text-align: center;">Reg 04- DEC-2018</p>	<p style="text-align: center;">Reg 5622126</p>
<p style="text-align: center;">MAGNELOCK</p> <p style="text-align: center;">MAGNELOCK</p>	<p style="text-align: center;">Reg 17- DEC-2019</p>	<p style="text-align: center;">Reg 5938895</p>

Trademark	Registration Date	Registration Number
LIONSCALE Cross References: LION SCALE LIONSCALE	Reg 05- DEC-2017	Reg 5351359
READY-TO-PLAY Cross References: READY TO PLAY READY-TO-PLAY	Reg 05- DEC-2017	Reg 5351360
CORKSCREW CHAOS CORKSCREW CHAOS	Reg 20- DEC-2016	Reg 5106614
TORNADO MOUNTAIN TORNADO MOUNTAIN	Reg 13- DEC-2016	Reg 5102068


Trademark	Registration Date	Registration Number
<p>TWISTED TOWER</p> <p>TWISTED TOWER</p>	<p>Reg 13-DEC-2016</p>	<p>Reg 5102069</p>
<p>LIONEL</p> <p>LIONEL</p>	<p>Reg 06-SEP-2016</p>	<p>Reg 5036176</p>
<p>TWISTRACK Cross References: TWIST RACK, TWIST TRACK</p> <p>TWISTRACK</p>	<p>Reg 27-DEC-2016</p>	<p>Reg 5111061</p>
<p>LIONCHIEF Cross References: LION CHIEF</p> <p>LIONCHIEF</p>	<p>Reg 10-MAY-2016</p>	<p>Reg 4956002</p>


Trademark	Registration Date	Registration Number
FLYERCHIEF Cross References: FLYER CHIEF FLYERCHIEF	Reg 21- JUN-2016	Reg 4982224
MEGA TRACKS	Reg 30- AUG-2016	Reg 5033306
MEGA TRACKS MEGA TRACKS	Reg 24- JAN-2017	Reg 5129622
IMAGINEERING IMAGINEERING	Reg 10- MAY-2016	Reg 4956778


Trademark	Registration Date	Registration Number
<p>PAINT THE TRACK PINK</p> <p>PAINT THE TRACK PINK</p>	<p>Reg 23-JUN-2015</p>	<p>Reg 4760190</p>
<p>LCS LAYOUT CONTROL SYSTEM</p> 	<p>Reg 13-JAN-2015</p>	<p>Reg 4672632</p>
<p>LIONEL RACING</p> <p>LIONEL RACING</p>	<p>Reg 07-OCT-2014</p>	<p>Reg 4616195</p>
<p>ACTION</p> 	<p>Reg 02-JUL-2013</p>	<p>Reg 4361010</p>


Trademark	Registration Date	Registration Number
FASTRACK Cross References: FAST TRACK FASTRACK	Reg 27- MAR-2012	Reg 4116628
LEGACY LEGACY	Reg 23-SEP- 2008	Reg 3504335
POWERMAX POWERMAX	Reg 25- MAR-2008	Reg 3403449
LIONEL	Reg 22- AUG-2006	Reg 3131852



Trademark	Registration Date	Registration Number
CAB-1 Cross References: CAB 1	Reg 02- MAR-2004	Reg 2819956
PULLMOR Cross References: PULL MORE	Reg 02- MAR-2004	Reg 2819957
LIONEL	Reg 23- MAR-2004	Reg 2825192
AMERICAN FLYER	Reg 10- FEB-2004	Reg 2813095

Trademark	Registration Date	Registration Number
LIONELVILLE	Reg 02-SEP-2003	Reg 2758658
ACTION RACING COLLECTABLES	Reg 08-JUL-2003	Reg 2734404
TMCC	Reg 08-APR-2003	Reg 2704293
LIONEL SINCE 1900 	Reg 28-JAN-2003	Reg 2680647


Trademark	Registration Date	Registration Number
TRAINMASTER Cross References: TRAIN MASTER	Reg 24- AUG-2004	Reg 2876069
RCCA	Reg 22- OCT-2002	Reg 2639189
LIONEL SINCE 1900 	Reg 29- OCT-2002	Reg 2641950
A.C. GILBERT CO. Cross References: AC GILBERT CO.	Reg 28- MAY-2002	Reg 2573105

Trademark	Registration Date	Registration Number
<p>400E Cross References: 400 E</p>	<p>Reg 19- MAR-2002</p>	<p>Reg 2549316</p>
<p>LIONMASTER Cross References: LION MASTER</p>	<p>Reg 02- OCT-2001</p>	<p>Reg 2494754</p>
<p>ODYSSEY</p>	<p>Reg 28- AUG-2001</p>	<p>Reg 2482776</p>
<p>LIONEL L SINCE 1900</p> 	<p>Reg 06- JUN-2000</p>	<p>Reg 2355674</p>

Trademark	Registration Date	Registration Number
<p data-bbox="435 264 623 359">LIONEL LEGENDARY TRAINS</p> 	<p data-bbox="695 264 818 327">Reg 10- JUL-2001</p>	<p data-bbox="959 264 1122 296">Reg 2468080</p>
<p data-bbox="461 648 597 680">GILBERT</p>	<p data-bbox="695 648 818 711">Reg 06- OCT-1998</p>	<p data-bbox="959 648 1122 680">Reg 2194149</p>
<p data-bbox="418 1033 639 1096">GILBERT HALL OF SCIENCE</p>	<p data-bbox="695 1033 818 1096">Reg 06- OCT-1998</p>	<p data-bbox="959 1033 1122 1064">Reg 2194150</p>
<p data-bbox="423 1417 634 1449">LIONEL LINES</p>	<p data-bbox="695 1417 818 1480">Reg 01- DEC-1998</p>	<p data-bbox="959 1417 1122 1449">Reg 2207490</p>

Trademark	Registration Date	Registration Number
POWERMASTER Cross References: POWER MASTER	Reg 01- DEC-1998	Reg 2207491
L 	Reg 01- JAN-1963	Reg 0742952
L 	Reg 21- AUG-1962	Reg 0736342
MAGNE- TRACTION <i>MAGNE-TRACTON</i>	Reg 19- MAY-1953	Reg 0574511

Trademark	Registration Date	Registration Number
LIONEL LIONEL	Reg 22- MAY-1934	Reg 0313353
TRAINSOUNDS Cross References: TRAIN SOUNDS TRAINSOUNDS	Reg 07- AUG-2007	Reg 3276273
STANDARD O STANDARD O	Reg 27- DEC-2005	Reg 3034452
RAILSOUNDS Cross References: RAIL SOUNDS, REAL SOUNDS	Reg 29- APR-2003	Reg 2711066

Trademark	Registration Date	Registration Number
LOCKON Cross References: LOCK ON	Reg 22- APR-2003	Reg 2708957
Design Only 	Reg 28- JAN-2003	Reg 2679526