

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI85126

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900836744

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hobbico, Inc.		05/16/2018	Corporation: ILLINOIS
Revell, Inc.		05/16/2018	Corporation: ILLINOIS

RECEIVING PARTY DATA

Company Name:	Blitz 18-313 GmbH
Street Address:	Gabriel-von-Seidl-Str. 18 a
City:	Grünwald
State/Country:	GERMANY
Postal Code:	82031
Entity Type:	Limited Liability Company: GERMANY

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1363578	REVELL
Registration Number:	3259067	REVELL
Registration Number:	768144	MONOGRAM
Registration Number:	779589	MONOGRAM
Registration Number:	1057800	MONOGRAM
Registration Number:	2922512	REVELL MONOGRAM
Registration Number:	1057799	SNAP TITE
Registration Number:	3019418	SNAPTITE
Registration Number:	5294802	JUNIOR KIT

CORRESPONDENCE DATA

Fax Number: 3125693000

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.

Phone: 3125691459

Email: ipdocketchicago@faegredrinker.com

Correspondent Name: Melissa S. Dillenbeck

Address Line 1: Faegre Drinker Biddle & Reath LLP

Address Line 2: 320 South Canal Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60606

DOMESTIC REPRESENTATIVE

Name: Melissa S. Dillenbeck

Address Line 1: Faegre Drinker Biddle & Reath LLP

Address Line 2: 320 South Canal Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: LINDA PRAINITO

SIGNATURE: LINDA PRAINITO

DATE SIGNED: 03/11/2024

Total Attachments: 11

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment Agreement") is made as of May 16, 2018 by and among Hobbico, Inc., an Illinois corporation, and Revell, Inc., an Illinois corporation (each, a "Seller," and collectively, the "Sellers"), and Blitz 18-313 GmbH, a German limited liability company incorporated and existing under the laws of Germany, having its registered domicile in Grünwald, district of Munich, Federal Republic of Germany, registered with the commercial register of the local court (*Amtsgericht*) of Munich under registration number HRB 238375 (the "Purchaser"), pursuant to, and subject to the terms of, that certain Share and Asset Purchase Agreement by and between Purchaser and Sellers dated April 10, 2018 (the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, the Sellers have agreed to convey to Purchaser all of the their right, title, and interest in and to the trademarks of the Sellers included among the Acquired Assets (subject to exclusion of the Excluded Assets), including but not limited to the trademarks listed on Exhibit A attached hereto (collectively, the "Trademarks"), and Purchaser desires to acquire all such right, title and interest in the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree and acknowledge as follows:

1. Assignment. The Sellers hereby sell, transfer, convey and assign to Purchaser all of the Sellers' right, title and interest, if any and without limitation, in, under and to all of the Trademarks, together with the goodwill associated therewith and all documentation and materials relating thereto in each Seller's possession, free and clear of any and all Liens other than Permitted Liens. For the avoidance of doubt, each Seller hereby quit claims, and forever waives and releases to the Purchaser any and all right, title and/or interest that such Seller may have in and to the Trademarks. The Purchaser hereby purchases, acquires and accepts from the Sellers any such rights in the Trademarks.
2. Successors and Assigns. This Trademark Assignment Agreement will bind and inure to the benefit of the Sellers and Purchaser and their respective successors and assigns.
3. Terms of the Purchase Agreement. Each of the parties hereto acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded by this Trademark Assignment Agreement but will remain in full force and effect to the extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Trademark Assignment Agreement, the terms of the Purchase Agreement will govern. Nothing contained in this Trademark Assignment Agreement shall be deemed to modify, supersede, enlarge or affect the rights of any party under the Purchase Agreement.

4. Further Assurances. Each Seller, for itself and its successors and assigns, hereby covenants and agrees to execute and deliver such other documents and instruments of sale, conveyance, assignment, or transfer, and to take such other lawful actions as may be reasonably requested by Purchaser or its successors and assigns to more effectively consummate the assignments contemplated by this Trademark Assignment Agreement, inter alia, in order to secure, perfect, confirm or enforce any of the Purchaser's rights in the Trademarks.
5. Governing Law. To the extent not governed by the Bankruptcy Code, this Trademark Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to rules governing the conflict laws.
6. Counterparts. This Trademark Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The exchange of copies of this Trademark Assignment Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Trademark Assignment Agreement as to the parties and may be used in lieu of the original Trademark Assignment Agreement for all purposes. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

[Signature page follows]

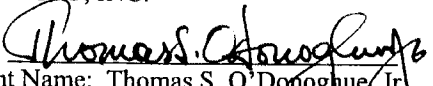
IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement to be effective as of the date first written above.

SELLERS:

PURCHASER:

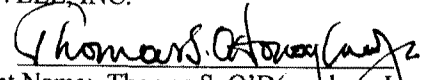
HOBBICO, INC.

BLITZ 18-313 GmbH

By: 
Print Name: Thomas S. O'Donoghue, Jr.
Title: Chief Restructuring Officer

By: _____
Print Name: _____
Title: _____

REVELL, INC.

By: 
Print Name: Thomas S. O'Donoghue, Jr.
Title: Chief Restructuring Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

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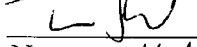
SELLERS:

PURCHASER:

HOBBICO, INC.

BLITZ 18-313 GmbH

By: _____
Print Name: Thomas S. O'Donoghue, Jr.
Title: Chief Restructuring Officer

By: 
Print Name: TILMAN RICHTER
Title: RD

REVELL, INC.

By: _____
Print Name: Thomas S. O'Donoghue, Jr.
Title: Chief Restructuring Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]





EXHIBIT A

The Trademarks include the following:

029705 0001-27819907.6
Germany 4173788.1






REVELL INC.

SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Owner Name	Appl. No. Filing Date	Reg. No. Reg. Date	Next Renewal	Status	Class/Good/and Services
	Taiwan	Revell Inc.	727166521 09-May-1963	87066 01-Mar-1976	28-Feb-2026	Registered	Cl. 06: Toys, toy sets including airplanes, cars, ships, robots, trains, military and space equipment and their models
MONOGRAM	United States of America	Revell Inc.	727166521 09-May-1963	738744 14-Apr-1964	14-Apr-2024	Registered	Cl. 28: Model hobby assembly kits of airplanes, automobiles, ships, military and space equipment, and finished models thereof, artistic sketches and kits for painting the same
MONOGRAM	United States of America	Revell Inc.	727164480 13-Jan-1964	779589 09-Nov-1964	03-Nov-2024	Registered	Cl. 28: Scientific model assembly kits of airplanes, automobiles, ships, military and space equipment, and finished models thereof for educational use
MONOGRAM and Design 	Australia	Revell Inc.	09-Apr-1976	235829 15-Sep-1978	09-Apr-2027	Registered	Cl. 28: Model hobby assembly kits for airplanes, automobiles, ships, military and space equipment and finished models thereof all being toys
MONOGRAM and Design 	Canada	Revell Inc.	039926500 21-Jun-1976	TMA222881 26-Aug-1977	26-Aug-2022	Registered	Model hobby assembly kits of airplanes, automobiles, ships, military and space equipment, and finished models thereof
MONOGRAM and Design 	New Zealand	Revell Inc.	115276 29-Apr-1976	115276 24-Oct-1978	29-Apr-2021	Registered	Cl. 28: Toys, games, and playthings, including model hobby assembly kits of airplanes, automobiles, ships, military and space equipment, and finished models thereof

REVELL INC.

SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Owner Name	Applicant Filing Date	Reg. No. / Reg. Date	Next Renewal	Status	Class/Goods and Services
	South Africa	Revell Inc.	06-Apr-1976	76/1762 06-Apr-1976	06-Apr-2026	Registered	Cl. 28: Games, toys and playthings including model hobby assembly kits of airplanes, automobiles, ships, military and space equipment, and finished models thereof
	South Korea	Revell Inc.	20-Dec-1986	57719 20-Dec-1986	20-Dec-2027	Registered	Cl. 28: Toys, namely, hobby craft kits and die cast toys made of metal, wood, plush, plastic, rubber.
	Taiwan	Revell Inc.		86532 28-Feb-1976	28-Feb-2026	Registered	Cl. 86: Toy, toy sets including airplanes, cars, ships, robots, trains, military and space equipment and their models
	United States of America	Revell Inc.	73/060334 14-Jun-1976	1057800 01-Feb-1977	01-Feb-2027	Registered	Cl. 28: Model hobby kits
	Mexico	Revell Inc.		126744 29-Jul-1985	29-Jul-2025	Registered	Cl. 28: Toy-type hobby kits for assembling model automobiles, model airplanes and model boats









REVELL INC.

SCHEDULE AB60: TRADEMARKS




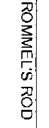



Trademark Name	Country Name	Owner Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
REVELL	Puerto Rico	Revell Inc.	20-Jun-1975	19754 07-Nov-1975	07-Nov-2025	Registered	Toys, games, and playthings, miniature automobiles, and kits for building miniature automobiles
REVELL	Saudi Arabia	Revell Inc.	2090 12-Jan-1986	154/09 18-Sep-1986	27-Oct-2024	Registered	Cl. 28: Children's toys, namely, toy vehicles and related accessories, electronically operated toy motor vehicles, toy action figures and accessories therefor, toy construction sets and related accessories, and hobby kits for the construction of miniature vehicles, planes, ships, robots, guns and similar articles
REVELL	Singapore	Revell Inc.		76291928E 06-Dec-1962	06-Dec-2027	Registered	Cl. 28: Hobby kits for making toys.
REVELL	South Africa	Revell Inc.	9770014 03-Jul-1997	9770014 03-Jul-1997	03-Jul-2027	Registered	Cl. 28: Toys, games and playthings, hobby craft sets and scale model kits for assembly
REVELL	South Korea	Revell Inc.	9812407	285409 05-Aug-1994	05-Aug-2024	Registered	Cl. 28: Toys, games and playthings, hobby craft kits and die cast toys made of metal, wood, plush, plastic, rubber
REVELL	Taiwan	Revell Inc.	82020010 04-May-1993	630791 01-Mar-1994	31-Jan-2024	Registered	Plastic model kits toys
REVELL	United States of America	Revell Inc.	731629635 28-Mar-1985	1365578 01-Oct-1985	01-Oct-2025	Registered	Cl. 28: Children's toys, namely, toy vehicles and related accessories, electronically operated toy motor vehicles, toy action figures and accessories therefor, toy construction sets and related accessories, and hobby kits for the construction of miniature vehicles, planes, ships, robots, guns and similar articles
REVELL	Venezuela	Revell Inc.	5705 16-Jun-1974	611060 20-Feb-1976	20-Feb-2031	Registered	Toys, games, and playthings, miniature automobiles, and kits for building miniature automobiles, and all other goods

REVELL INC.

SCHEDULE AB60: TRADEMARKS





Trademark	Country Name	Owner Name	App. No./ Filing Date	Reg. No. / Reg. Date	Next Renewal	Status	Class/Good and Services
	Singapore	Revell Inc.	S/77181 24-Aug-1978	77877181F 24-Aug-1978	24-Aug-2018	Registered	Cl. 28: Kits of parts included in Class 28 (sold complete) for making toys and for making models
	South Africa	Revell Inc.	78/4197 28-Aug-1978	78/4197 28-Aug-1978	28-Aug-2018	Registered	Cl. 28: Toys, games and playthings; miniature land, sea and air vehicles and kits for building each of these items and all other goods included in this class
	Thailand	Revell Inc.	288556 10-Jul-1985	KO/832637 10-Jul-1985	09-Jul-2025	Registered	Cl. 28: Miniature land vehicles; miniature sea vehicles; miniature air vehicles; kits for building each of these items
	United States of America	Revell Inc.	73/179-423 24-Jul-1978	1136325 27-May-1980	27-May-2020	Registered	Cl. 28: Hobby kits for the construction of miniature land, sea, and air vehicles
	Uruguay	Revell Inc.		312482 27-May-1989	26-May-2019	Registered	Cl. 28: Cards; toys with the exception of fishing and tennis gear and billiard accessories
	Venezuela	Revell Inc.	428530 20-Jun-1980	106615 15-Feb-1984	15-Feb-2018	Registered	Cl. 28: Small toys, games and other things for playing games, small models of land, sea, and air vehicles and kits for constructing the same
	United States of America	Revell Inc.	76/6-47532 29-Sep-2005	3239067 03-Jul-2007	03-Jul-2027	Registered	Cl. 28: Plastic and metal toy model hobby craft kits and die cast toys, namely, toy aircraft, watercraft, spacecraft, and land vehicles
	United States of America	Revell Inc.	77/489236 08-Mar-2008	3553581 30-Dec-2008	30-Dec-2018	Registered	Cl. 28: Vintage unassembled plastic model hobby craft kits

SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Owner Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/Goods and Services
 Revell MONOGRAM and Design	United States of America	Revell Inc.	78/576/175 13-Feb-2004	2922612 01-Feb-2005	01-Feb-2025	Registered	Cl. 20 - Transparent plastic display cases for collectibles Cl. 28 - Plastic toy model hobby craft kits, and die cast toys, namely, toy aircraft, watercraft, spacecraft, and land vehicles
 Revell MONOGRAM	United States of America	Revell Inc.	76/663230 18-Jul-2006	3241142 15-May-2007	15-May-2027	Registered	Cl. 28 - Plastic and metal toy model hobby craft kits, and die cast toys, namely, toy vehicles
 Revell MONOGRAM	United States of America	Revell Inc.	76/663229 18-Jul-2006	3241141 15-May-2007	15-May-2027	Registered	Cl. 28 - Plastic and metal toy model hobby craft kits, and die cast toys, namely, toy vehicles
 ROMMEL'S ROD	United States of America	Revell Inc.	76/428/01 26-Jun-2002	2919421 18-Jan-2005	18-Jan-2025	Registered	Cl. 28 - Plastic toy model car kits, die cast toy cars
 SNAPTITE	Canada	Revell Inc.	352982 04-May-1972	TMA197309 08-Feb-1974	08-Feb-2019	Registered	Line of toy hobby kits for making toy automobiles; line of toy hobby kits for making toy items
 SNAPTITE and Design	United States of America	Revell Inc.	73/090333 14-Jan-1976	1057799 01-Feb-1977	01-Feb-2027	Registered	Cl. 28 - Model hobby kits
 SNAPTITE	Canada	Revell Inc.	713495 24-Sep-1992	TMA419311 05-Nov-1993	05-Nov-2023	Registered	Cl. 28 - Model hobby kits

REVELL INC.

SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Owner Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/Goods and Services
SnapTite	United States of America	Revell Inc.	72374622 29-Oct-1970	921506 05-Oct-1971	05-Oct-2021	Registered	Cl. 28: Line of toy hobby kits for making toy automobiles
SnapTite	United States of America	Revell Inc.	76813019 20-Sep-2004	3019418 29-Nov-2005	29-Nov-2025	Registered	Cl. 28: Plastic toy model hobby craft kits, namely, toy aircraft, watercraft, spacecraft, and land vehicles
SnapTite and New Design Logo 	United States of America	Revell Inc.	857882042 21-Mar-2013	4453870 24-Dec-2013	24-Dec-2023	Registered	Cl. 28: Plastic toy model hobby craft kits, namely, toy aircraft, watercraft, spacecraft, and land vehicles
SnapTite BUILD & PLAY MODEL KIT and Design 	Canada	Revell Inc.	1738619 23-Jul-2015	TMA956099 23-Nov-2016	23-Nov-2031	Registered	N/A: Plastic toy model and hobby craft kits
SnapTite BUILD & PLAY MODEL KIT and Design 	United States of America	Revell Inc.	86680292 01-Jul-2015	4435853 12-Apr-2016 Correction: 4935853	12-Apr-2026	Registered	Cl. 28: Plastic toy model and hobby craft kits
JUNIOR KIT logo 	United States of America	Revell Inc.	87320381 01-Feb-2017	5294802 Sept. 26, 2017		Registered	Cl. 28: Construction model kit