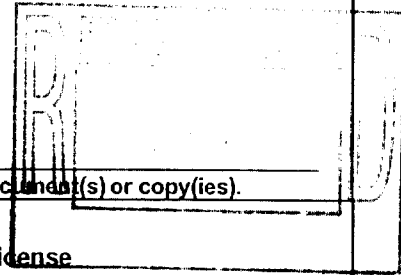


10-20-2000



101491901

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 9-28-00
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

10/19/2000 0000060 1180363

01 PD:48 40.00 DP
02 PD:48 25.00 DP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1180563 1234005

1234006 1605436

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Hayley Werner
Name of Person Signing

Hayley Werner
Signature

9/28/00
Date Signed

TRADEMARK AND TRADE NAME ASSIGNMENT

TRADEMARK AND TRADE NAME ASSIGNMENT dated _____, 1995, by and between Keli Flynn of Rauscher Pierce Refsnes, Inc., a Texas corporation ("Grantor") and Lionel L.L.C., a New York limited liability company ("Grantee").

WHEREAS, pursuant to the terms of the Purchase Agreement dated as of July 28, 1995 by and among and The Lionel Corporation, Lionel Leisure, Inc., and Lionel Investment Company (collectively, the "Seller") and Grantor, Grantor acquired all of Seller's right, title and interest in and to any and all trademarks, service marks, trade dress, designs, logos and trade names using any variation of the "Lionel" name.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does sell, assign, transfer, set over and convey all of Grantor's right, title and interest in and to the name "The Lionel Corporation", the trademarks set forth on Schedule A attached hereto, and any other trademarks, service marks, trade dress, designs, logos and trade names using any variation of the "Lionel" name, including, without limitation all federal and state registrations of, all rights under any license agreement with respect to, and all goodwill associated with, any and all of the foregoing.

IN WITNESS WHEREOF, Grantor has caused this Trademark Assignment to be duly executed by its officers thereunto duly authorized as of this ____ day of _____, 1995.

KELI FLYNN

By: Keli Flynn
Keli Flynn

Acknowledged and Agreed to:

LIONEL L.L.C.

By: Greg S. Feldman
Name: Greg S. Feldman
Title: Managing Partner

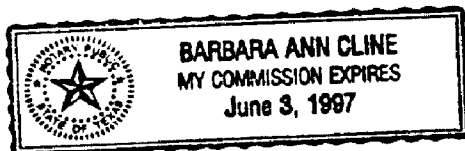
STATE OF TEXAS)

: ss.:

COUNTY OF Dallas)

On this 18 day of Sept. 1995, before me personally came Keli Flynn, to me personally known and known to me to be the person described in and who executed the foregoing instrument as Keli Flynn, who being by me duly sworn, did depose and say that she resides at 3518 Edgewater, Dallas, Texas 75205; that she is Keli Flynn, the person described in and who executed the foregoing instrument; and that she acknowledged said instrument to be her free act and deed.

Barbara Ann Cline
Notary Public



STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

On this 28 day of September, 1995, before me personally came Greg S. Feldman, to me personally known and known to me to be the person described in and who executed the foregoing instrument as Managing Partner of Lionel L.L.C., who being by me duly sworn, did depose and say that he resides at 525 East 80th Street, New York, NY 10021; that he is the Managing Partner of Lionel L.L.C., the limited liability company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said limited liability company by order of its members; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said limited liability company.



Notary Public

JENNIFER S. SCHWALBE
Notary Public, State of New York
No. 01SC0043704
Qualified in New York County
Commission Expires Sept. 5, 1997

SCHEDULE A

I. RECORD OWNERSHIP IN THE LIONEL CORPORATION

STATE REGISTRATIONS

Maryland

<u>Mark</u>	<u>Reg. No.</u>	<u>Issued</u>	<u>Renew/Dec.</u>
* LIONEL KIDDIE CITY (Service marks - retail store services)	84 S-1307	10/08/94	10/08/94

II. RECORD OWNERSHIP IN LIONEL INVESTMENT CO., INC.

FEDERAL REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Issued</u>	<u>Renew/Dec.</u>
LIONEL PLAYWORLD & KANGAROO	1,085,152	02/07/78	02/07/98
LIONEL	1,180,563	12/01/81	12/01/01
LIONEL PLAYWORLD	1,234,005	04/05/83	04/05/03
LIONEL KIDDIE CITY	1,234,006	04/05/83	04/05/03
* LIONEL TOY WAREHOUSE	1,518,419	12/27/88	12/27/93-94 12/27/08
(Service Marks - retail store services)			
LIONEL	1,605,436	07/10/90	07/10/95-96 07/10/00
(Trademark - use on bicycles)			

* Possible common law rights thereto

III. RECORD OWNERSHIP IN LIONEL LEISURE, INC.

STATE REGISTRATIONS

Colorado

<u>Mark</u>	<u>Reg. No.</u>	<u>Issued</u>	<u>Renew/Dec.</u>
LIONEL PLAYWORLD	T17,759	06/30/80	06/30/00
LIONEL PLAYWORLD/D	T17,760	06/30/80	06/30/00

Florida

<u>Mark</u>	<u>Reg. No.</u>	<u>Issued</u>	<u>Renew/Dec.</u>
LIONEL PLAYWORLD	T07109	04/16/87	04/16/97

Louisiana

<u>Mark</u>	<u>Reg. No.</u>	<u>Issued</u>	<u>Renew/Dec.</u>
LIONEL PLAY WORLD		08/26/80	08/26/00
LIONEL PLAY WORLD/D		08/26/80	08/26/00

New Mexico

<u>Mark</u>	<u>Reg. No.</u>	<u>Issued</u>	<u>Renew/Dec.</u>
LIONEL PLAY WORLD	TN87020901	02/09/87	02/09/97

New York

<u>Mark</u>	<u>Reg. No.</u>	<u>Issued</u>	<u>Renew/Dec.</u>
LIONEL KIDDIE CITY	S-9913	02/26/87	02/26/97

North Carolina

<u>Mark</u>	<u>Reg. No.</u>	<u>Issued</u>	<u>Renew/Dec.</u>
LIONEL TOY WAREHOUSE		02/20/87	02/20/97

Ohio

<u>Mark</u>	<u>Reg. No.</u>	<u>Issued</u>	<u>Renew/Dec.</u>
LIONEL KIDDIE CITY	TM 9511	12/30/81	12/30/01
LIONEL KIDDIE CITY	SM 4308	12/30/81	12/30/01
LIONEL KIDDIE CITY/D	TM 9510	12/30/81	12/30/01
LIONEL KIDDIE CITY/D	SM 4307	12/30/81	12/30/01

Pennsylvania

<u>Mark</u>	<u>Reg. No.</u>	<u>Issued</u>	<u>Renew/Dec.</u>
LIONEL KIDDIE CITY	87281644	02/09/87	02/09/97

South Carolina

<u>Mark</u>	<u>Reg. No.</u>	<u>Issued</u>	<u>Renew/Dec.</u>
LIONEL PLAYWORLD		07/17/87	07/17/97

Texas

<u>Mark</u>	<u>Reg. No.</u>	<u>Issued</u>	<u>Renew/Dec.</u>
LIONEL PLAY WORLD	37603	08/25/80	08/25/00
LIONEL PLAY WORLD/D	37604	08/25/80	08/25/00

Virginia

<u>Mark</u>	<u>Reg. No.</u>	<u>Issued</u>	<u>Renew/Dec.</u>
LIONEL PLAY WORLD		09/16/80	09/16/00
LIONEL PLAY WORLD/D		09/16/80	09/16/00

"D" signifies that the mark is in or is accompanied by a design (the Kangaroo or the Kangaroo and Joey).