

Form PTO-1594 (Rev. 05/04)
OMB Collection 0651-0027 (ex p. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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): <p style="text-align: center;">MASTER REPLICAS INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other: _____ Citizenship (see guidelines) <u>Delaware</u> Execution Date(s) <u>January 4, 2008</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: <u>BURDALE FINANCIAL LIMITED</u> Internal Address: _____ Street Address: <u>53 Queen Anne Street</u> City: <u>London</u> State: <u>n/a</u> Country: <u>England</u> Zip: <u>n/a</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship <u>Illinois</u> <input checked="" type="checkbox"/> Other <input type="checkbox"/> Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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: <u>Susan O'Brien</u> Internal Address: <u>UCC Direct Services</u> Street Address: <u>187 Wolf Road, Suite 101</u> City: <u>Albany</u> State: <u>NY</u> Zip: <u>12205</u> Phone Number: <u>800-342-3676</u> Fax Number: <u>800-962-7049</u> Email Address: <u>cls-udsalbanv@wolterskluwers.com</u>		6. Total number of applications and registrations involved: <u>2</u> 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number _____ Authorized User Name: _____	
9. Signature: <u>Mercedes Farinas</u> Signature <u>Mercedes Farinas</u> Name of Person Signing		<u>1/15/08</u> Date Total number of pages including cover sheet, attachments, and document. <u>20</u>	

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

OP \$65.00 2836130

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

List Of Trademarks And Trademark Applications

Trademark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
MR MASTER REPLICAS & Design	2,836,130	04/27/2004	Registered
MASTER REPLICAS	2,833,957	04/20/2004	Registered

Trademark Application	Application/Serial Number	Application Date
NONE		

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated as of January 4, 2008, is by and between Master Replicas Inc., a Delaware corporation ("Debtor"), with its chief executive office at 201 North Civic Drive, Walnut Creek, California 94596, and Burdale Financial Limited, a company organized under the laws of England and Wales, having an office at 53 Queen Anne Street, London W1G 9HP, England, in its capacity as security trustee appointed as such under the Facility Agreement (as hereinafter defined) for each of the Finance Parties (as defined in the Facility Agreement) and appointed as security trustee under the Intercreditor Deed (hereinafter defined), in such capacity, together with any successors or assigns, "Security Trustee".

WITNESSETH:

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

WHEREAS, Security Trustee and Debtor have entered or are about to enter into financing arrangements pursuant to which Security Trustee may make loans and advances and provide other financial accommodations to Debtor as set forth in the Facility Agreement, dated January 4, 2008, by and among Burdale Financial Limited and the Debtor and certain affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, "Facility 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 Facility 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 the Security Trustee to enter into the Facility Agreement and the Subordinated Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Security Trustee certain collateral security as set forth herein; and

WHEREAS, the Obligations (as hereinafter defined) of the Debtor to the Security Trustee are, or are to be secured under the terms of this Agreement and the Security Documents (as defined in the Facility Agreement), subject to the priorities set out in the intercreditor deed dated on or about the date of this Agreement by and among the Debtor and the Security Trustee to regulate the payment of priorities and enforcement rights between themselves in respect of their interests under this Agreement, the Security Documents and the Financing Agreements ("Intercreditor Deed");

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:

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1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Security Trustee a continuing security interest in and a general lien upon, and a conditional assignment of, 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, trade styles and service marks and all applications, 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, any political subdivision thereof or in any other country, 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, trade styles 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 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; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by any Debtor against third parties for past or future infringement of the Trademarks.

Notwithstanding anything to the contrary contained in this Section 1, the Collateral shall not include (i) any "intent to use" applications for Trademark registrations filed pursuant to Section 1(b) of the Lanham Act (15 U.S.C. 1051 et seq.), unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act (15 U.S.C. 1051 et seq.) has been filed and accepted by the United States Patent and Trademark Office (ii) any rights or interest in any contract, license or license agreement covering personal property of Debtor, so long as under the terms of such contract, license or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein to Security Trustee is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract, license or license agreement has not been or is not otherwise obtained; provided, that, the foregoing exclusion shall in no way be construed (A) to apply if any such prohibition is unenforceable under the Uniform Commercial Code or other applicable law or (1) so as to limit, impair or otherwise affect Security Trustee's unconditional continuing security interests in and liens upon any rights or interests of Debtor in or to monies due or to become due under any such contract, license or license agreement.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Security Trustee pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Security Trustee or its respective affiliates, including principal, interest, charges, fees, costs and

expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Facility Agreement, the Subordinated Loan Agreement or the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Facility Agreement or after the commencement of any case with respect to any Debtor under the United States Bankruptcy Code, the Insolvency Act 1986 of England and Wales, the Companies Act 1985 of England and Wales, the Enterprise Act 2002 of England and Wales or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary and liquidated or unliquidated (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor has good and valid rights in, and title to or license interests in each item of the Collateral, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at its own expense, perform all acts and execute all documents 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. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Facility Agreement, (ii) the security interests permitted under the Facility Agreement, and (iii) the licenses permitted under Section 3(e) hereof.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Security Trustee, except as otherwise permitted herein or in any Financing Agreement. Nothing in this Agreement shall be deemed a consent by Security Trustee to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Security Trustee to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Security Trustee to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Security Trustee or as otherwise determined by Security Trustee. Debtor further authorizes Security Trustee 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.

(e) 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, 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.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Security Trustee 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 Security Trustee's exercise of the rights and remedies granted to Security Trustee hereunder.

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

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

(i) 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, other than Trademarks that are not material to Debtor's business. Debtor shall notify Security Trustee if it knows or has a reason to know of any reason why any application, registration, or recording with respect to the Trademarks, other than Trademarks that are not material to Debtor's business, may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Security Trustee shall determine is necessary, to Security Trustee 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, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Security

Trustee's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) Debtor does not have any knowledge of any material infringement or unauthorized use presently 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 Security Trustee, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Security Trustee hereunder. Debtor shall promptly notify Security Trustee 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 or is likely to cause confusion with any Trademark. If requested by Security Trustee, Debtor, at Debtor's expense, shall join with Security Trustee in such action as Security Trustee, in Security Trustee's discretion, may deem advisable for the protection of Security Trustee's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Security Trustee harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Facility Agreement.

(m) Debtor shall promptly pay Security Trustee for any and all expenditures made by Security Trustee pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and 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 Facility 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 Facility Agreement 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 Security Trustee, whether provided under this Agreement, the Facility Agreement, the Subordinated Loan Agreement the other Financing Agreements, applicable law or otherwise, Security Trustee 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) Security Trustee may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Security Trustee may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Security Trustee by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Security Trustee may determine.

(b) Security Trustee may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Security Trustee 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) Security Trustee 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. Security Trustee shall have the power to buy the Collateral or any part thereof, and Security Trustee shall also have the power to execute assurances and perform all other acts which Security Trustee 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, Security Trustee may at any time execute and deliver on behalf of any 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, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Security Trustee on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Security Trustee have no obligation to preserve rights to the Trademarks against any other parties.

(e) Security Trustee 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, attorneys' fees and all legal, travel and other expenses which may be incurred by Security Trustee. Thereafter, Security Trustee may apply any remaining proceeds to such of the Obligations as Security Trustee may in its discretion determine. Debtor shall remain liable to Security Trustee for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Security Trustee on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Facility Agreement.

(f) Debtor shall supply to Security Trustee or to Security Trustee's designee, Debtor's knowledge and expertise relating to the manufacture and sale 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 Security Trustee to take any such action at any time. All of Security Trustee'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](without giving effect to principles of conflicts of law).

(b) Debtor and Security Trustee 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 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 Security Trustee in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter 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 Security Trustee shall have the right to bring any action or proceeding against any Debtor or its property in the courts of any other jurisdiction which Security Trustee deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against any 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 Security Trustee's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) 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 Security Trustee against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURITY TRUSTEE 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 SECURITY TRUSTEE 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 SECURITY TRUSTEE 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 SECURITY TRUSTEE MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS

AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURITY TRUSTEE TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Security Trustee shall not have any liability to any Debtor (whether in tort, contract, equity or otherwise) for losses suffered by any 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 Security Trustee that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Security Trustee shall be entitled to the benefit of the rebuttable presumption that each 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 any Debtor: c/o Corgi International Limited
31 Greenhill Crescent
Watford Business Park
Watford WD18 8YD United Kingdom
Attn: Michael Cookson

with a copy to: Master Replicas Inc.
201 North Civic Drive, #239
Walnut Creek, CA 94596
Attn: Jack Lawrence

and a copy to: Orrick, Herrington & Sutcliffe LLP
The Orrick Building
405 Howard Street
San Francisco, CA 94105-2669
Attn: Lawrence T. Kane, Esq.

If to Security Trustee: Burdale Financial Limited
53 Queen Anne Street
London, England W1G 9HP
Attn: Company Secretary

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Security Trustee pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and 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 7(e) hereof. 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.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its respective successors and assigns and inure to the benefit of and be enforceable by Security Trustee and their respective 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 Security Trustee. Security Trustee 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 Security Trustee. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Security Trustee 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 Security Trustee 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 facsimile or other electronic method of transmission 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 facsimile or other electronic method of transmission 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.

[SIGNATURE PAGE FOLLOWS]

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

MASTER REPLICAS INC.

By: 

Title: Director

BURDALE FINANCIAL LIMITED, as Security Trustee

By: _____

Title: _____


[Signature Page Trademark Agreement - Corp.]

STATE OF New York)
) ss.:
COUNTY OF New York)

On this 10th day of January, 2008, before me personally came John A. Lawrence, to me known, who being duly sworn, did depose and say, that he is the CFO of Master Replicas Inc., the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the Board of Directors of said corporation.



Notary Public

DEBREE J. RIGLAND
Notary Public, State of New York
No. 01106123888
Qualified in New York County
Commission Expires March 14, 20 

[Notary Page to Trademark Agreement]

TRADEMARK
REEL: 003697 FRAME: 0730

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

MASTER REPLICAS INC.

By: _____

Title: _____

BURDALE FINANCIAL LIMITED, as Security Trustee

By: NEH [Signature]

Title: DIRECTOR DIRECTOR

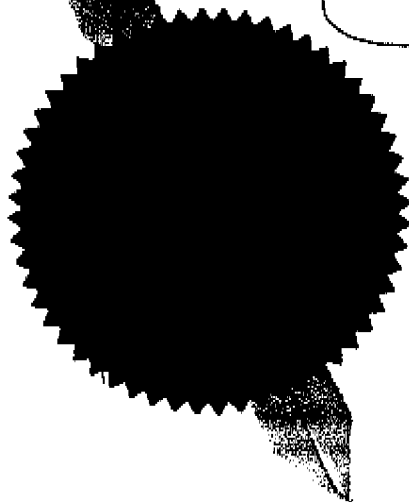
[Signature Page Trademark Agreement - Corgi]

CHEESWRIGHTS
NOTARIES PUBLIC

N P Ready
R M Campbell
J B Burgess
E Gardiner
A J Claudet
I A Rogers
A Grafton

TO ALL TO WHOM THESE PRESENTS SHALL COME, I
JEREMY BROOKER BURGESS of the City of London **NOTARY
PUBLIC** by royal authority duly admitted and sworn DO HEREBY
CERTIFY the genuineness of the signatures "N. B. Hogg" and "S.
Chait" subscribed to the document hereunto annexed, such
signatures being in the own, true, proper and respective
handwriting of **NIGEL BROADBERY HOGG** and **STEVEN
JONATHAN CHAIT**, directors of the company styled **BURDALE
FINANCIAL LIMITED** of Bristol, England.

IN FAITH AND TESTIMONY WHEREOF I the said notary have
subscribed my name and set and affixed my seal of office at
London aforesaid this tenth day of January in the year two
thousand and eight.



E-mail : notary@cheeswrights.co.uk

www.cheeswrights.co.uk

Bankside House, 107 Leadenhall Street
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TRADEMARK

REEL: 003697 FRAME: 0732

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

List of Licenses

None, other than implied licenses in the ordinary course of business.

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

On this ____ day of January, 2008, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of Master Replicas Inc., the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the Board of Directors of said corporation.

Notary Public

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