

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Hobbico, Inc.	12/22/2010
Tower Hobbies, Inc.	12/22/2010
Great Planes Model Manufacturing, Inc.	12/22/2010
United Model, Inc.	12/22/2010
Revell Inc.	12/22/2010
Estes-Cox Corp.	12/22/2010

RECEIVING PARTY DATA

Name:	Key Principal Partners IIIA LLC
Street Address:	800 Superior Avenue
Internal Address:	10th Floor
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114

Name:	KPP Investors III LP
Street Address:	800 Superior Avenue
Internal Address:	10th Floor
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114

Name:	KPP International Investors III LP
Street Address:	800 Superior Avenue
Internal Address:	10th Floor
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114

PROPERTY NUMBERS Total: 18

501402800

PATENT  
REEL: 025620 FRAME: 0294

CH \$720.00 5410813

Property Type	Number
Patent Number:	5410813
Patent Number:	D398620
Patent Number:	D386058
Patent Number:	D399220
Patent Number:	6094826
Patent Number:	6842804
Patent Number:	7010628
Patent Number:	6886780
Patent Number:	6938856
Patent Number:	6986695
Patent Number:	7182666
Patent Number:	7390280
Patent Number:	7441776
Application Number:	12620081
Patent Number:	5267885
Patent Number:	5413514
Patent Number:	5509354
Patent Number:	5410966

#### CORRESPONDENCE DATA

Fax Number: (202)861-1783

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-861-1500

Email: patents@bakerlaw.com

Correspondent Name: Baker & Hostetler LLP

Address Line 1: 1050 Connecticut Avenue, NW

Address Line 2: Suite 1100

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-5304

ATTORNEY DOCKET NUMBER:	9550.10
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NAME OF SUBMITTER:	Stephen S. Fabry
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Total Attachments: 17

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**PATENT**  
**REEL: 025620 FRAME: 0295**

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## PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of December 22, 2010 (this "**Agreement**"), by and among Hobbico, Inc., an Illinois corporation ("**Hobbico**"), Tower Hobbies, Inc., an Illinois corporation and wholly-owned subsidiary of Hobbico ("**Tower**"), Great Planes Model Manufacturing, Inc., an Illinois corporation and wholly-owned subsidiary of Hobbico ("**Great Planes**"), United Model, Inc., an Illinois corporation and wholly-owned subsidiary of Hobbico ("**United Model**"), Revell Inc., an Illinois corporation and wholly-owned subsidiary of Hobbico ("**Revell**"), and Estes-Cox Corp., a Delaware corporation and wholly-owned subsidiary of Hobbico ("**EC**" and together with Hobbico, Tower, Great Planes, United Model and Revell, the "**Grantors**"), KPP Investors III LP, a Delaware limited partnership ("**KPP I**"), Key Principal Partners IIIA LLC, an Ohio limited liability company ("**KPP II**"), and KPP International Investors III LP, a Delaware limited partnership ("**KPP III**" and together with KPP I and KPP II, the "**Grantees**").

### RECITALS

**WHEREAS**, the Grantors own the Patents listed on Schedule A annexed hereto and are a party to the Patent licenses listed on Schedule A annexed hereto;

**WHEREAS**, Grantors have entered into that certain Securities Purchase Agreement dated of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Purchase Agreement**"), among Grantors and Grantees, providing for the lending of monies to be made to Grantors by the Grantees;

**WHEREAS**, pursuant to the terms of that certain Pledge and Security Agreement dated of even date herewith by and among Grantors and Grantees (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"; capitalized terms used but not defined herein have the meanings given such terms in the Pledge and Security Agreement), Grantors have granted to Grantees a security interest in substantially all the assets of Grantors including, without limitation, all right, title and interest of Grantors in, to and under all now owned and hereafter acquired: (a) patents and patent applications, and all inventions described or claimed therein and improvements thereto, (b) all foreign counterparts thereof, and (c) any reissues, renewals, continuations, continuations-in-part, and divisions (in whole or in part), revisions, substitutions, extensions and reexaminations thereof ("**Patents**") and Patent licenses, and all proceeds thereof, to secure the payment of the Secured Obligations; and

**WHEREAS**, the Grantors, Grantees and Wells Fargo Bank, National Association, as administrative agent ("**Senior Agent**"), are entering into a Subordination and Intercreditor Agreement of even date herewith to establish the relative rights and priorities of the Grantees, the Senior Agent and the Senior Lenders (as defined in the Purchase Agreement) with respect to the Patent Collateral (as it may be amended, restated, supplemented or modified from time to time, the "**Subordination Agreement**"). The Liens and security interests created hereunder, the obligations of Grantors to deliver Collateral to Grantees, and the exercise of rights and remedies

of the Grantees set forth herein shall be subject in all instances to the terms of the Subordination Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantees a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether presently existing or hereafter created or acquired:

- (1) all Patents, including, without limitation, the Patents referred to in Schedule A annexed hereto, and all of the inventions and improvements described and claimed in each Patent together with all patentable inventions;
- (2) all Patent licenses, including without limitation, each Patent license listed on Schedule A annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any Patent including, without limitation, the Patents referred to in Schedule A annexed hereto and the Patents licensed under any Patent license.

This security interest is granted in conjunction with the security interests granted to the Grantees pursuant to the Pledge and Security Agreement and is not intended to increase the rights of the Grantees or the obligations of the Grantors beyond the rights and obligations contained in the Pledge and Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Grantees with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding the foregoing, with respect to the Grantors, the payment and performance of the Secured Obligations shall not be secured by (and the definition of Patent Collateral is hereby limited to exclude): (a) any contract, license, permit or franchise where the third party to such agreement asserts (and it is determined that) such contract, license, permit or franchise validly prohibits the creation by the Grantors of a security interest in such contract, license, permit or franchise (or in any rights or property obtained by the Grantors under such contract, license, permit or franchise), in which case the security granted hereunder in such contract, license, permit or franchise, shall be deemed not to have been granted, ab initio; or (b) any rights or property to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest therein; provided, however, that the provisions of this paragraph shall not prohibit the creation of a security interest under this Agreement to the extent that Article 9 of the UCC is effective to permit the creation of such security interest notwithstanding the prohibitions referred to above; provided, further, that the provisions of this paragraph shall not prohibit the security interests created by this Agreement from extending to the proceeds of such contract, license, permit, franchise or rights or property or to the monetary value of the good will and other General Intangibles of the Grantors related thereto. Each Grantor represents and warrants to the Grantees that such Grantor does not have

knowledge of any contract, license, permit, franchise, rights or properties of third parties that would prohibit the creation of a security interest therein.

THIS INSTRUMENT IS SUBJECT TO THE TERMS OF THE SUBORDINATION AGREEMENT IN FAVOR OF WELLS FARGO BANK, NATIONAL ASSOCIATION AND EACH HOLDER (AS DEFINED IN THE PURCHASE AGREEMENT), BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

*Remainder of page intentionally left blank.*

IN WITNESS WHEREOF, the Grantors have caused this Patent Security Agreement to be duly executed by its duly authorized officer on this 22<sup>nd</sup> day of December, 2010.

**GRANTORS:**

HOBBICO, INC.

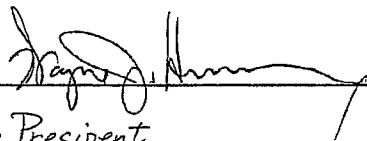
TOWER HOBBIES, INC.

GREAT PLANES MODEL  
MANUFACTURING, INC.

UNITED MODEL, INC.

REVELL INC.

ESTES-COX CORP.

By:   
Title: President

**GRANTEES:**

KEY PRINCIPAL PARTNERS IIIA LLC

By: KEY PRINCIPAL PARTNERS  
CORP., its Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

KPP INVESTORS III LP

By: KPP III MANAGEMENT LLC, its  
General Partner

By: KEY PRINCIPAL PARTNERS  
CORP., its Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

KPP INTERNATIONAL INVESTORS III LP

By: KPP III MANAGEMENT LLC, its  
General Partner

By: KEY PRINCIPAL PARTNERS  
CORP., its Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Signature Page to Patent Security Agreement*

IN WITNESS WHEREOF, the Grantors have caused this Patent Security Agreement to be duly executed by its duly authorized officer on this 22<sup>nd</sup> day of December, 2010.

**GRANTORS:**

HOBBICO, INC.

TOWER HOBBIES, INC.

GREAT PLANES MODEL  
MANUFACTURING, INC.

UNITED MODEL, INC.

REVELL INC.

ESTES-COX CORP.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEES:**

KEY PRINCIPAL PARTNERS IIIA LLC

By: KEY PRINCIPAL PARTNERS  
CORP., its Manager

By: Cindy J. Balloff  
Title: Executive Vice President

KPP INVESTORS III LP

By: KPP III MANAGEMENT LLC, its  
General Partner

By: KEY PRINCIPAL PARTNERS  
CORP., its Manager  
By: Cindy J. Balloff  
Title: Executive Vice President

KPP INTERNATIONAL INVESTORS III LP

By: KPP III MANAGEMENT LLC, its  
General Partner

By: KEY PRINCIPAL PARTNERS  
CORP., its Manager

By: Cindy J. Balloff  
Title: Executive Vice President



**Schedule A**  
**to Patent Security Agreement**

**U.S. PATENT REGISTRATIONS**

**Hobbico, Inc.**  
See Attached Exhibit A.

**Estes-Cox Corp.**  
See Attached Exhibit B.

**Great Planes Model Manufacturing, Inc.**  
None.

**Tower Hobbies, Inc.**  
None.

**United Model, Inc.**  
None.

**Revell Inc.**  
None.

**PATENT LICENSES**

**Hobbico, Inc**  
**Licensing Agreements as of December 17, 2010**

**Hobbico, Inc. and Patty Wagstaff** dated November 8, 2001 for a term of three years with automatic renewal terms of three years unless written notice is given by either party sixty (60) days prior to the expiration of the term. Hobbico currently manufactures and sells an aircraft using all of the distinguishing characteristics of Patty Wagstaff's aircraft, including her name and likeness, in exchange for a royalty.

**Hobbico, Inc. and Royce McClure** dated March 15, 2004 for a term of two years, and to renew for terms of one year unless either party notifies the other party of non-renewal at least 60 days prior to the end of the current term. This agreement grants Hobbico the exclusive right to reproduce and market specific works by Royce McClure on puzzles in exchange for a royalty.

**Hobbico, Inc. and Wesley Prints, Inc.** dated August 15, 2006 for a term of three years and to renewed for an additional three years. This agreement grants Hobbico the exclusive right to reproduce and market specific works belonging to Wesley Prints for use on puzzles in exchange for a royalty.

**Hobbico, Inc. and Howard Robinson** dated August 14, 2006 for a term of three years which

renewed in September of 2009. This agreement grants Hobbico the right to produce his images on lenticular puzzles in exchange for a royalty.

**Hobbico, Inc. and Tom Cross** dated January 1, 2007 for a term of three years which automatically renewed for a term of two years. This agreement grants Hobbico the right to use several of his images on lenticular puzzles in exchange for a royalty.

**Hobbico, Inc. and Alan Giana** dated August 10, 2007 for a term of three years to expire in December of 2010. This agreement grants Hobbico the right to use his images on puzzles in exchange for a royalty. This agreement will not be renewed.

**Hobbico, Inc. and Michael Flynn** dated May 1, 2007 for a term of two years and which automatically renewed for another term of two years. This agreement grants Hobbico the right to use Doug Laird's images on Hobbico's puzzles in exchange for a royalty.

**Hobbico, Inc. and Ciro Marchetti** dated May 23, 2007 for a term of two years with an automatic two year renewal. This agreement grants Hobbico the right to use Ciro Marchetti's images on Hobbico's puzzles in exchange for a royalty.

**Hobbico, Inc. and Lori Schory** dated August 15, 2007 for a term of two years with an automatic renewal of one, two year term. This agreement grants Hobbico the right to use Lori Schory's images on puzzles in exchange for a royalty.

**Hobbico and Lockheed Martin Corporation** dated June 1, 2006 for a term of three years and amended in June of 2009 for an additional term of three years whereby Hobbico has the right to manufacture and sell certain products bearing the licensed marks which are the property of Lockheed Martin Corporation.

**Hobbico and Textron Innovations, Inc.** dated August 26, 2005 and effective November 1<sup>st</sup> 2004 through December 31, 2007 whereby Hobbico has the right to manufacture and sell certain products bearing the licensed marks which are the property of Textron Innovations and amended in February of 2010 for an additional term of three years to expire in February of 2013.

**Hobbico, Inc. and Aviat Aircraft** - dated October 1, 2009 for a term of one year with automatic renewals of one year to allow Hobbico to manufacture and sell replicas of Aviat's Python aircraft in exchange for a royalty. Addendum signed July 1, 2010 to allow Hobbico to sell replicas of the Christen Eagle for an annual fee.

**Hobbico, Inc. and Cirrus Design Corporation** - dated October 1, 2009 giving Hobbico the right to manufacture and sell radio control versions of certain Cirrus products. This agreement has no specific term and is royalty free.

**Hobbico, Inc. and Austin Dunn** - dated September 1, 2009 giving Hobbico the right to sell products designed by Austin Dunn in exchange for a 3% royalty. The term is perpetual unless terminated by Hobbico at any time upon sixty (60) days written notice.

**Hobbico, Inc. and the Boy Scouts of America** - dated February 24, 2010 for a term of three (3) years giving Hobbico the right to manufacture and sell certain BSA licensed products in exchange for a royalty.

**Hobbico, Inc. and R&R Sportworks** - dated October 7, 2010 for a term of three years and renewed upon mutual agreement, giving Hobbico the exclusive right to manufacture and sell an R/C version of the Motley Crew catamaran in exchange for a royalty.

**Revell Inc**  
**Licensing Agreements as of December 17, 2010**

<b>Licensor</b>	<b>Property</b>
American Honda Motor Co. Inc	Honda Products
American Honda / Global Icons LLC	Honda Products
Andretti, Mario /Sports Mgmt Network	Mario Andretti name, likeness and signature
Auto Exchange Sales	Likeness Cobra Race Car, Sam Feinstein
Audi / quattro GmbH	Audi AG, Audi, "four rings"
Barris, George/Barris Kustom Ind.	George Barris name, design, logos
BMW	BMW 320i (1:32, 1:25), BMW Z8 (1:24)
B&M Racing & Performance Products /	72 HURST Olds Cutlass 442 Convertible & Pace Car
Hurst Performance	Shelby Mustangs (C) First Amendment 06 Shelby GT-H, 07 Shelby GT, 07 Shelby GT-500, 08 Shelby GT-500KR, 66 Shelby GT-350 (D) Second Amendment 1:12 & 1:25 scale 2010 Shelby GT-500
Carroll Shelby Licensing, Inc	Stone, Woods, and Cooks
Cook Motorsports	Chrysler 300C, all Plymouth, PT Cruiser Ref. #11260
Douglas	Amendment D
Chrysler/Joester Loria	Jeep, Willy's, (Ref.111789- Amendment "H")
DaimlerChrysler/Joester Loria	Dodge, Dodge Vintage, Viper, Drag Hemi 1:25, 1:32, 1:64, 1:6 engine; 2006 Dodge Charger SRT8(1:24 MK, MB, DC) Dodge Magnum(1:64, 1:25) 2006 Dodge Challenger Concept (1:25), Dodge Hemi Engine (1:6) 2006, 07 Dodge Charger, 2006 Dodge Magnum SRT8 (1:25), RC 2006 Dodge Challenger Concept (1:24-1:25), 08/09 Challenger (1:25, 1:32) 2008-09 Dodge Viper SRT10 Coupe TD name, signature/Red Baron, Rommels Rod, Tijuana Taxi, Circus Wagon, Street Fighter
DaimlerChrysler/Brandsense Mktg (DM05-000248.1* Amendment 7	TD name, signature/Ice T, Trantula
Daniel, Tom	
Daniel, Tom	
DEAL, David	DEAL, The Baron, zzzZZZ-28, 57 Chevy, Spitsfire, Trans Um
Velia (Dave Deal Estate)	Tirebird, Messa Schnitzel, Van, GoMad Nomad
Edelbrock LLC	Edelbrock name and designs

**Equity Management - RENEWAL**  
GMNAO - 11th Amendment

Equity Management - Lockheed  
Second Amendment

Equity Management/Textron Innovations  
Inc. (Bell/Cessna)

Ferrari S.p.A.

**FORD MOTOR COMPANY**  
**(#968581) Renewal & Second**  
**Amendment (12/16/08) Third**  
**Amendment (09/16/09) BEANSTALK**

**Ford Motor Company (First**  
**Amendment)**  
Fuji Heavy Industries/Subaru  
Follmer, George

Frank Kurtis Company, Inc  
Georgia Marketing & Promotions Co.  
(GMP)  
Greendot North America

GreenLight LLC/ Warner Bros  
(Previously Corbis Corporation)

GreenLight LLC/ Wright Bros  
(Previously Corbis Corporation)  
Grant, Gerald (Jerry)

Goodguys Rod & Custom Assoc.

Goodguys Rod & Custom Assoc.  
Motschenbacher, Lothar  
Gurney, Daniel  
Gurney, Daniel  
Gurney, Daniel

Buick, Chevrolet, Oldsmobile, GM Design, Pontiac,  
Hummer, Slot Cars, Fiero GT, Firebird, 1:6 Engine  
Corvette 'Commemorative Edition' 2004 - Corvette C6  
2005, 2006 - GTO 2004, 2005, 2006 Corvette C6 Z06, C6-  
R, 06 Monte Carlo, 427 Engine, 05 Cadillac Escalade SUV,  
EXT, 06 Cadillac, Seville STS-V, 2006 Camaro Concept  
1:25 scale. (7th) RPMz, COT, Deals, lapel pins (9th)  
Corvette C6ZR1, Camaro, Stingray, Hummer HX, H3T, H4

F117, YF22, SR71A, F16, P38J, F-80 Shooting Star, B-26  
Marauder, PV-1 Ventura

**Bell:** AH-1; Huey, Huey II, Huey Gunship, Huey Hog, UH-  
1H, UH-1D, UH-1C/E, P-39 Airacobra **Cessna:** A-37  
Dragonfly CESSNA 180

F430, EnzoFerrari, 360 Modena Spider, 612 Scaglietti,  
Testarossa, 599GTB, 250 LM, 275P, California, 458 Italia  
all Ford products/Tanus 17M/Cortina \*\*Additional Ford  
Product Category I (exp 06/30/09) 06 Shelby GT-H, 07  
Shelby GT, GT500 (1:25 scale only) Category II-RPMz RC  
2005 Taurus(1:24) 2006 Mustang GT (1:24), 63-65 Ford  
Galaxy Slot Car (1:32) 2008 Mustang. Additions to  
Category I & II, include 2010 Mustang GT Coupe &  
Convertible (1:25) 2010 Shelby GT500 1:12

68 Ford Mustang, 08 Mustang (BULLITT) (1:25 scale  
ONLY)  
Subaru Impreza WRX Sti 2003, Sti 2004, WRX 2003, 2002  
Follmer name, likeness, and vehicle #16 Lola T-70 MK II  
Kurtis Kraft name, trade dress, vehicle designs and logos in  
order to mkt

Street Fighter registered name  
North America registered Trademark

Steve Mc Queen/BULLITT

The Wright Brothers  
Grant name, likeness Lola T-70 MK II #8

Goodguys Rod & Custom Association

2007/8 Sponsorship Agreement for RM  
2010 Sponsorship Extension  
Name, likeness of Lothar Motschenbacher  
Name, likeness of Daniel Gurney  
Name, likeness of Daniel Gurney  
Name, likeness of Daniel Gurney

2009 &

Gutierrez, Henry owner ofJungle Jim  
Harris Publication, Inc  
Henry Ford (The) / Benson Ford Research  
Center

Holman Moody / #28 Lorenzen

Holman Moody / #22 Fireball

Holman Moody / #11 & #115

Holman Moody / #17 Pearson

James E. Hall /Chaparral Cars Inc  
John Surtees Limited  
Keith Black Racing Engine  
Lola Cars International Ltd

Long, Maynard Bondy

Long, Maynard Bondy

LucasFilm, Ltd (#L5073)

Mack Trucks Inc.

Mattel, Inc / Revell Inc

Revell Inc / Mattel Inc  
Revell Inc / MightyImage  
Collectibles/Vintage Sign Company  
Mancuso, Rick  
McEwen, Tom

McLaren Racing Limited  
Mecom, John W. (Jr.)

Mitsubishi Motors Corporation  
Minick, Patrick

NASCAR # 08-1644

National Hot Rod Association

National Street Rod Association

PACCAR, Inc. (Revell Inc only)  
PENSKE System Inc

Jungle Jim 1972 Camaro Funny Car  
DONK

Dave Friedman's Collection & other photographs  
Competition Proven & HM markings. Likeness to 63 Ford  
Galaxie car and #28 Fred Lorenzen  
Competition Proven & HM markings. Likeness to 63 Ford  
Galaxie car #22 Fireball  
Competition Proven & HM Markings. Likeness to 67 Ford  
Fairlane driven by #11 Mario Andretti & #115 Parnelli  
Competition Proven & HM markings. Likeness to 67 Ford  
Galaxie car #17 David Pearson

Chaparral 2 slot car  
#7 John Surtees name, likeness, and signature  
Keith Black name / Ken Black / KB Racing  
Lola T-70 MK II

Bondy Long vehicle owner

67 Ford Fairlane #29 driven by Dick Hutcherson

Star Wars  
Mack CF Fire Pumper 1:32, 1926 Mack AC Type Bulldog  
Tanker Kit 1:24, MACK R-model with Trailer 1:32

S'cool Bus & Sand Crab

ICE -T, Paddy Wagon, and Red Baron  
Monogram Logo on Vintage Tin Signs utilizing existing  
Tom Daniel artwork featuring model kits  
Mancuso Racing Corvette  
Mongoose Dragster

McLaren M6A & M6B slot cars (#4, #5, #11, #48)  
Likeness relating to Lola T-70 #98 driven by Parnelli Jones

Mitsubishi Eclipse  
Chi-Town Hustler Charger Funny Car

NASCAR Slot Cars

NHRA Top Fuel Dragster & Funny Cars

NSRA / Make N Take Program  
Kenworth K100, T600, W900, T2000 & Peterbilt 352H,  
353, 359, 362  
Penske racing car #6 Lola T-70 MK II Mark Donohue

Porsche AG	Porsche and the Porsche crest
<del>Fireball, Pamela</del> (widower Pamela)	Name of Robert Fireball on pkg & product 63 Ford Galaxie
Roberts - Trivette, Richard	#22
Roland Leong Racing Ent. Inc	Hawaiian Funny Car
Rosen, Joel / Motion Models	Baldwin Motion
Roth, Ilene	Ed Roth's Outlaw & Beatnik Bandit I
Saleen Performance, Inc. Trademarketing Resources	Saleen Mustangs 1994-1998
Scott, Sybil	Wendell Scott's name, likeness and signature
Sports VIP Inc/Parnelli Jones	Parnelli Jones name, likeness and signature #115
Sports VIP Inc/Parnelli Jones	Parnelli Jones name & likeness #98
StarBuzz LLC	Buzz Aldrin Rocket Hero Brand
Supercar Collectibles	Yenko
Supercar Collectibles/Creative Master	Yenko name, logos, and design
Tronolone, Robert	Photographer
Universal Studios/NBC TV -Schedule P (Renewal)	Original Battlestar Galactica
	Universal Monsters: Frankenstein (Boris Karloff), Dracula,
	Wolf Man (Lon Chaney Jr.), Mummy (Lon Chaney Jr.),
Universal/Beanstalk - Monsters	Creature of the Black Lagoon
Volkswagen Zubehor Gmbh	Volkswagen Typ 2 (T1) Samba Bus 1:24
Wood Brothers Racing	WoodBrothers car #121 Dan Gurney
Wood Brothers Racing	#21 Marvin Panch - previously sold and manufactured

**Great Planes Model Manufacturing, Inc.**

None.

**Tower Hobbies, Inc.**

None.

**United Model, Inc.**

None.

**Estes-Cox Corp.**

None.

# Exhibit A

## PATENT ASSETS OF HOBICO, INC.

Last Updated: December 17, 2010

GCD Case Number	Country Name	Title	Inventor(s)	Application No.	Filing Date	Patent Number	Issue Date	Next Due Date(s)	Status
P1024US	United States of America	Tool for Cutting Sheet Material	Paul S. Carlson	08/317,779	04-Oct-1994	5,410,813	02-May-1995		Granted
P1029DES	United States of America	Magnetic Suspension Apparatus	Mark J. McCormack	29/028,824	23-Sep-1994	D398,620	22-Sep-1998		Granted
P1045DES	United States of America	Pinstripe Cutting Tool	Richard Dibona	29/025,927	15-Jul-1994	D365,265	19-Dec-1995		Expired
P1050PCT	Patent Cooperation Treaty	Fuel Supply System for Miniature Engines	Roger Pham	PCT/US95/01841	14-Feb-1995				Abandoned
P1053US	United States of America	Chassis Module for Model Airplane Construction	Lawrence H. Ragan George S. Barker	07/509,730	16-Apr-1990	5,046,979	10-Sep-1991		Expired
P1054US	United States of America	Model Aircraft Constructed with Extruded Fluted Plastic Sheet	George S. Barker Lawrence H. Ragan	08/215,410	18-Mar-1994	5,398,893	21-Mar-1995		Lapsed
P1054DIV	United States of America	Model Aircraft Constructed with Extruded Fluted Plastic Sheet	George S. Barker Lawrence H. Ragan	08/339,586	14-Nov-1994	5,573,204	12-Nov-1996		Lapsed
P1104DES	United States of America	Sanding Device Having a Contoured Handle	James Schmidt	29/054,390	13-May-1996	D386,058	11-Nov-1997		Granted
P1132DES	United States of America	Balancer for a Model Aircraft	James Schmidt	29/065,355	24-Jan-1997	D399,220	06-Oct-1998		Granted

GCD Case Number	Country Name	Title	Inventor(s)	Application No.	Filing Date	Patent Number	Issue Date	Next Due Date(s)	Status
P1170DES	United States of America	Heat Sealing Iron for Model Airplane Film Covering	Chen-Chang Chuang Josh Kramer	29/014,549	26-Oct-1993	D352,877	29-Nov-1994		Expired
P1226US	United States of America	Reciprocating Slot Cutting Tool	James J. Schmidt	09/144,777	01-Sep-1998	6,094,826	01-Aug-2000	11.5 Annuity due 01-Feb-2012	Granted
P1716PRO	United States of America	System and Method for Converting Radio Control Transmitter and Joystick Controller Signals into Universal Serial Bus Signals	Neal E. Cloud Mark D. Williams	60/353,631	31-Jan-2002				Expired
P1716US	United States of America	System and Method for Converting Radio Control Transmitter and Joystick Controller Signals into Universal Serial Bus Signals	Neal E. Cloud Mark D. Williams Scott Kemp	10/354,484	30-Jan-2003	6,842,804	11-Jan-2005	7.5 Annuity due 11-Jul-2012	Granted
P1716DIV	United States of America	System and Method for Converting Radio Control Transmitter and Joystick Controller Signals into Universal Serial Bus Signals	Neal E. Cloud Mark D. Williams Scott Kemp	10/990,850	17-Nov-2004	7,010,628	07-Mar-2006	7.5 Annuity due 07-Sep-2013	Granted
P1716PCT	Patent Cooperation Treaty	System and Method for Converting Radio Control Transmitter and Joystick Controller Signals into Universal Serial Bus Signals	Neal E. Cloud Mark D. Williams Scott Kemp	US03/02717	30-Jan-2003				Abandoned
P2039US	United States of America	Model Landing Gear Assembly	Miguel A. Frontera Castaner	10/690,062	21-Oct-2003	6,886,780	03-May-2005	7.5 Annuity due 03-Nov-2012	Granted



GCD Case Number	Country Name	Title	Inventor(s)	Application No.	Filing Date	Patent Number	Issue Date	Next Due Date(s)	Status
P2040US	United States of America	Empennage Assembly and Attachment Mechanism for a Model Airplane	Miguel A. Frontera Castaner	10/690,065	21-Oct-2003	6,938,856	06-Sep-2005	7.5 Annuity due 06-Mar-2013	Granted
P2040DIV	United States of America	Empennage Assembly and Attachment Mechanism for a Model Airplane	Miguel A. Frontera Castaner	10/895,164	20-Jul-2004	6,986,695	17-Jan-2006	7.5 Annuity due 17-Jul-2013	Granted
P2177US	United States of America	Wing Attachment Mechanism for a Model Airplane	Miguel A. Frontera Castaner	10/841,126	07-May-2004	7,182,666	27-Feb-2007	7.5 Annuity due 27-Aug-2014	Granted
P2330US	United States of America	Model Vehicle Transmission System	Gregory Paul Duitsman; Richard Ardin Vessell	11/137,734	25-May-2005	7,390,280	24-Jun-2008	3.5 Annuity due 24-Dec-2011	Granted
P2383US	United States of America	Three-Dimensional Puzzle	Krzysztof Ustarbowski; Aleksandra Emmanouilidou; Grzegorz Traczykowski; Roman Kornela; Gordy Cockburn; Krzysztof Furmanczyk	10/993,120	19-Nov-2004	7,441,776	28-Oct-2008	3.5 Annuity due 28-Apr-2012	Granted
P2383DIV	United States of America	Three-Dimensional Puzzle	Krzysztof Ustarbowski; Aleksandra Emmanouilidou; Grzegorz Traczykowski; Roman Kornela; Gordy Cockburn; Krzysztof Furmanczyk	11/900,963	14-Sep-2007				Abandoned

GCD Case Number	Country Name	Title	Inventor(s)	Application No.	Filing Date	Patent Number	Issue Date	Next Due Date(s)	Status
P3290US	United States of America	Method and Apparatus for Wing Mounting for a Model Airplane	Miguel A. Frontera Castaner; Keh-Bing Sheng	12/620,081	17-Nov-2009				Pending

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# Exhibit B

## PATENT ASSETS OF ESTES-COX CORPORATION

Last Updated: December 17, 2010

GCD Case Number	Country Name	Title	Inventor(s)	Application No.	Filing Date	Patent Number	Issue Date	Next Due Date(s)	Status
	United States of America	Model Rocket Kit Structure	Keith W. Niskern Michael K. Dorffler	07/747,882	20-Aug-1991	5,267,885	07-Dec-1993	Expires 20-Aug-2011	Granted
	United States of America	Recoverable Aerial Toy	Tim V. Milligan	08/069,175	28-May-1993	5,413,514	09-May 1995	Expires 28-May-2013	Granted
	United States of America	Igniter Holder	Michael K. Dorffler Ronald L. McClaren	08/207,352	07-Mar-1994	5,509,354	23-Apr-1996	Expires 07-Mar-2014	Granted
	United States of America	High Reliability Model Rocket Engine Igniter System	Michael K. Dorffler Ronald L. McClaren	08/207,893	07-Mar-1994	5,410,966	02-May-1995	Expires 09-Nov-2012	Granted
P3488PRO	United States of America	Controlling Remote Control Devices	Barry Tunick Larry Park Mike Dorffler Scott S. Winans	60/957,443	22-Aug-2007				Expired
P3488US	United States of America	Controlling Remote Control Devices	Barry Tunick Larry Park Mike Dorffler Scott S. Winans Chris Goins	12/025,432	04-Feb-2008			Office Action response deadline 9-Feb-2011	Abandoned by owner but still active (non-final Office Action mailed 9-Aug-2010)
P3488CA	Canada	Controlling Remote Control Devices	Barry Tunick Larry Park Mike Dorffler Scott S. Winans Chris Goins	2620793	11-Feb-2008			Annuity due 11-Feb-2011 Examination Request deadline 11-Feb-2013	Abandoned by owner but still active
P3488CN	China	Controlling Remote Control Devices	Barry Tunick Larry Park Mike Dorffler Scott S. Winans Chris Goins	200810092078.5	2008-02-13				Abandoned
P3488HK	Hong Kong	Controlling Remote Control Devices	Barry Tunick Larry Park Mike Dorffler	09102276.2	10-Mar-2009			Annuity due 13-Feb-2015	Abandoned by owner but still active

GCD Case Number	Country Name	Title	Inventor(s)	Application No.	Filing Date	Patent Number	Issue Date	Next Due Date(s)	Status
P3439PRO	United States of America	Remotely Controlled Device Controllable by Sensed Mental Thoughts	Scott S. Winans Chris Goins Lee I. Brayn Michael R. Fritz Jason Plaffy Barry Tunick Scott S. Winans	61/038,363	20-Mar-2008				Expired
	United States of America	Radio Transmitter Control for model airplanes	A. DANIEL GUNDERSON, TUSTIN, CA (US)	07/414,062		D331083	Nov. 17, 1992		

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