

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5099003

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
HOBICO, INC.	03/23/2018

**RECEIVING PARTY DATA**

<b>Name:</b>	HORIZON HOBBY, LLC
<b>Street Address:</b>	4105 FIELDSTONE ROAD
<b>City:</b>	CHAMPAIGN
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	61822

**PROPERTY NUMBERS Total: 15**

Property Type	Number
Patent Number:	6094826
Patent Number:	6842804
Patent Number:	6886780
Patent Number:	6938856
Patent Number:	7182666
Patent Number:	6986695
Patent Number:	7010628
Patent Number:	7390280
Patent Number:	8128451
Patent Number:	8902048
Patent Number:	D749046
Application Number:	14987342
Application Number:	15078376
Application Number:	62572415
Application Number:	15804705

**CORRESPONDENCE DATA**

Fax Number: (512)322-2501

*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.*

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**Address Line 2:** SUITE 1500  
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**ATTORNEY DOCKET NUMBER:** 085539.0184

**NAME OF SUBMITTER:** JULI TRAN

**SIGNATURE:** /Juli Tran/

**DATE SIGNED:** 08/21/2018

**Total Attachments: 154**

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

HOBBICO, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 18-10055 (KG)

Jointly Administered

Re: **D.I. 243, 282**

**NOTICE OF SUCCESSFUL BIDDER FOR THE HOBBY BUSINESS LOT**

**PLEASE TAKE NOTICE** that on March 14, 2018, the Court entered *Order (A) Establishing Bidding Procedures for the Sale of All, or Substantially All, of the Debtors' Assets; (B) Approving Bid Protection Procedures; (C) Establishing Procedures Relating to the Assumption and Assignment of Executory Contracts and Unexpired Leases; (D) Approving Form and Manner of the Sale, Cure and Other Notices; and (E) Scheduling an Auction and a Hearing to Consider the Approval of the Sale* (D.I. 243) (the "Bid Procedures Order").

**PLEASE TAKE FURTHER NOTICE** that on March 23, 2018, the Debtors filed *Debtors' Notice of Stalking Horse Agreement and Bid Protections for the Hobby Business Lot* (D.I. 282) the ("Stalking Horse Notice"), whereby the Debtors' gave notice that they entered into an asset purchase agreement (the "Stalking Horse Agreement") with Horizon Hobby, LLC ("Horizon") for the purchase of certain of the Debtors' assets (the "Hobby Business Lot").

**PLEASE TAKE FURTHER NOTICE** that, in accordance with the Bid Procedures<sup>2</sup> and the Bid Procedures Order, an Auction was held on March 28, 2018 (prevailing Eastern Time) at the office of Morris, Nichols, Arsht & Tunnell, LLP, 1201 N. Market Street, Wilmington, DE, 19801.

**PLEASE TAKE FURTHER NOTICE** that, in consultation with the Consultation Parties, the Debtors selected Horizon as the successful bidder (the "Successful Bidder") for the Hobby Business Lot. Attached hereto as **Exhibit A** is the Stalking Horse Agreement.

**PLEASE TAKE FURTHER NOTICE** that the Auction has not concluded with respect to certain other lots for which Qualified Bidders placed bids. Rather, the Debtors, in consultation with the Consultation Parties, have adjourned the Auction to a date to be determined.

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Hobbico, Inc. (9545); Arma Durango Ltd; Axial R/C Inc. (0233); Estes-Cox Corp. (2196); Great Planes Model Manufacturing, Inc. (5259); Revell Inc. (8545); Tower Hobbies, Inc. (5185); and United Model, Inc. (5302). The Debtors' headquarters are located at 2904 Research Road, Champaign, Illinois 61822.

<sup>2</sup> Undefined terms used herein shall have the meanings ascribed to them in the Bid Procedures Order or Stalking Horse Notice, as applicable.

**PLEASE TAKE FURTHER NOTICE** that the Debtors will seek approval of the sale of the Hobby Business Lot to the Successful Bidder before the Honorable Kevin Gross, United States Bankruptcy Judge for the District of Delaware, at 824 N. Market Street, 6th Floor, Wilmington, Delaware 19801, on **April 2, 2017, at 2:00 p.m. (prevailing Eastern Time)** (the "Hearing").

**PLEASE TAKE FURTHER NOTICE** that any objections to the conduct of the Auction or selection of the Successful Bid and any objections to the adequate assurance of future performance under a contract to be assumed and assigned to the Successful Bidder (collectively, "Objections") must (a) be set forth in writing, (b) state with particularity the grounds for such objections or other statements of position, and (c) be filed with the Clerk of the Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801, and served so as to be received by the Notice Parties (defined below) on or before **March 29, 2018 at 4:00 p.m. (prevailing Eastern Time)** (the "Objection Deadline"). Only Objections made in writing and timely filed will be considered by the Bankruptcy Court at the Hearing.

**PLEASE TAKE FURTHER NOTICE** that any Objections must be served on the following Notice Parties so as to be received by the Objection Deadline; (a) the Debtors, c/o Hobbico, Inc., 2904 Research Road, Champaign, Illinois 61822; (b) counsel for the Debtors, Neal, Gerber & Eisenberg LLP, Two North LaSalle Street, Suite 1700, Chicago, Illinois 60602, Attn: Mark A. Berkoff, mberkoff@nge.com; Nicholas M. Miller, nmiller@nge.com; and Thomas C. Wolford, twolford@nge.com; (c) co-counsel for the Debtors, Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, DE 19899, Attn: Robert J. Dehney, rdehney@mnat.com; Curtis S. Miller, cmiller@mnat.com; and Matthew O. Talmo, mtalmo@mnat.com; (d) counsel to Wells Fargo, N.A., as Administrative Agent for the Postpetition Lenders, Goldberg Kohn Ltd., 55 E. Monroe St., Suite 3300, Chicago, Illinois 60603, Attn: Zachary J. Garrett, Zachary.garrett@goldbergkohn.com; and Prisca Kim, Prisca.kim@goldbergkohn.com; (e) counsel to the Official Committee of Unsecured Creditors, Cullen and Dykman LLP, One Riverfront Plaza, Newark, New Jersey 07102, Attn: S. Jason Teele, steele@cullenanddykman.com; Nichole Stefanelli, nstefanelli@cullenanddykman.com; Michelle McMahan, mmcMahon@cullenanddykman.com; and Bonnie Pollack, bpollack@cullenanddykman.com; (f) co-counsel to the Official Committee of Unsecured Creditors, Whiteford, Taylor & Preston LLC, 405 North King Street, Suite 500, Wilmington, Delaware 19801, Attn: Christopher Samis, csamis@wtplaw.com; L. Katherine Good, kgood@wtplaw.com; and Kevin Shaw, kshaw@wtplaw.com; (g) the office of the United States Trustee for the District of Delaware, Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Richard L. Schepacarter; and (h) counsel to the Stalking Horse Buyer, Fredrickson & Bryon, PA, 200 South Sixth Street, Suite 4000, Minneapolis, Minnesota 55402, Attn: Clinton Cutler, ccutler@fredlaw.com and Sarah M. Olson, solson@fredlaw.com.

Dated: March 28, 2018  
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Matthew O. Talmo

---

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- and -

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*Co-Counsel to the Debtors and Debtors in Possession*

**EXHIBIT A**

**Stalking Horse Agreement**

**ASSET PURCHASE AGREEMENT**

by and among

**HOBBICO, INC.  
TOWER HOBBIES, INC.  
GREAT PLANES MODEL MANUFACTURING, INC.  
AXIAL R/C INC.  
ARRMA DURANGO LIMITED**

as Sellers

and

**HORIZON HOBBY, LLC**

as Purchaser

March 23, 2018

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## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (this "Agreement") is made and entered into this 23<sup>rd</sup> day of March, 2018, by and among (i) **HOBBICO, INC.**, an Illinois corporation ("Hobbico"), **TOWER HOBBIES, INC.**, an Illinois corporation ("Tower"), **GREAT PLANES MODEL MANUFACTURING, INC.**, an Illinois corporation ("GPMM"), **ARRMA DURANGO LIMITED**, a company organized under the laws of the United Kingdom ("ADL"), **AXIAL R/C INC.**, a California corporation ("Axial"), and (ii) **HORIZON HOBBY, LLC**, a Delaware limited liability company ("Purchaser"). Hobbico, Tower, GPMM, ADL and Axial are collectively referred to herein as "Sellers", and each of them individually is referred to herein as a "Seller".

### RECITALS:

**WHEREAS**, Sellers are collectively engaged in the business of manufacturing, licensing, distributing and selling (to re-sellers and directly to consumers) radio-controlled hobby products and other parts, accessories, supplies and products related thereto (the "Business");

**WHEREAS**, Sellers and Sellers' Affiliates also are engaged in the business of manufacturing, licensing, distributing or selling of general hobby products which are not radio-controlled hobby products and/or parts, accessories, supplies and products related to radio-controlled hobby products (the "Excluded Business");

**WHEREAS**, on January 10, 2018 (the "Initial Petition Date"), each Seller except ADL filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), which cases are being jointly administered with cases arising under similar voluntary petitions of certain of Sellers' other affiliates as Case No. 1:18-bk-10055 (the "Chapter 11 Case");

**WHEREAS**, on January 26, 2018 (the "ADL Petition Date"), ADL filed a voluntary petition for relief under the Bankruptcy Code in the Bankruptcy Court, and such case is also being jointly administered with the Chapter 11 Case;

**WHEREAS**, each Seller continues in the possession and control of its assets and properties in accordance with §§ 1107 and 1108 of the Bankruptcy Code; and

**WHEREAS**, Sellers desire to sell to Purchaser substantially all of their assets that are used in connection with the conduct of the Business pursuant to the terms and conditions of this Agreement, and Purchaser desires to so purchase and acquire such assets from Sellers, in accordance with §§ 363 and 365 of the Bankruptcy Code.

### AGREEMENT:

**NOW, THEREFORE**, in consideration of the foregoing premises, the representations, warranties, covenants, and agreements contained herein, and certain other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I DEFINITIONS

1.1 **Certain Definitions.** As used herein, the following terms shall have the following meanings:

“Accounts Receivable” means all accounts receivable of a Seller and other rights to charge for products or services of a Seller in existence as of the Closing Date (whether or not billed), exclusive of any such amounts owed to a Seller by another Seller or any subsidiary of any Seller.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with such first Person where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, through the ownership of voting securities, by contract, as trustee, executor or otherwise.

“Alternative Transaction” means any transaction (or series of transactions) involving the direct or indirect sale, transfer or other disposition (including a liquidation) of all, or a material portion of, the Acquired Assets (excluding, in each foregoing case, the sale of Inventory by Sellers conducted in the ordinary course of business) to a purchaser or purchasers other than Purchaser or effecting any other transaction (including a chapter 11 plan) the consummation of which would be substantially inconsistent with the Transactions.

“Ancillary Agreements” means any certificate, agreement, document or other instrument to be executed and delivered in connection with this Agreement.

“Assigned Contracts” means those Listed Contracts identified in Section 2.1(e) of any Seller that are designated by Purchaser to be assumed and assigned on the Closing Date in accordance with the Bidding Procedures Order (provided that in the case of Executory Contracts and Unexpired Leases, Purchaser shall have provided adequate assurance of future performance under § 365(b)(1)(C) of the Bankruptcy Code with respect thereto), together with the right to receive income in respect of such Assigned Contracts on and after the Closing Date and the right to bring any causes of action which may be brought by a Seller relating to past or current breaches of the Assigned Contracts.

“Avoidance Actions” means all avoidance claims or causes of action under the Bankruptcy Code or applicable Law (including any preference or fraudulent conveyance claims).

“Bankruptcy Petition” means a voluntary bankruptcy petition filed by a Seller with the Bankruptcy Court on the Initial Petition Date or the ADL Petition Date, as the case may be.

“Books and Records” means all books and records relating to the Acquired Assets, including but not limited to all such books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer

purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authorization), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material and research and files relating to Intellectual Property.

“Break-Up Fee” means an amount equal to three percent (3%) of the Base Purchase Price.

“Business Day” means any day on which commercial banking institutions are open for business in Wilmington, Delaware.

“Causes of Action” means any and all causes of action, defenses, and counterclaims accruing to a Debtor or that is property of an Estate based upon facts, circumstances and transactions that occurred prior to the Closing Date, including any Avoidance Actions.

“Champaign Owned Real Estate” means all land, buildings and improvements owned by Hobbico or other Sellers and located at 1608 and 1610 Interstate Drive, and 2903, 2904 and 3000 Research Road, Champaign, Illinois 61822, the legal description of which properties are attached as Schedule 1.1(i).

“Claim” has the meaning set forth in Section 101(5) of the Bankruptcy Code.

“Commercial Tort Claims” has the meaning given to it in Section 9-102(13) of the Uniform Commercial Code as in effect in the State of Illinois, which shall include, without limitation, the Specified Commercial Tort Claims.

“Contracts” means all agreements, contracts, leases, consensual obligations, promises or undertakings, other than Employee Benefit Plans.

“Cure Amounts” means all amounts, costs and expenses required by the Bankruptcy Court to cure all defaults under the Assigned Contracts so that they may be assumed and assigned to Purchaser pursuant to §§ 363 and 365 of the Bankruptcy Code.

“Debtor” means a Seller.

“Designated Entity” means an entity that is an Affiliate of Purchaser, rather than Purchaser itself, that Purchaser may, at its option, designate to be the assignee of some or any of the Acquired Assets.

“DIP Financing Order” means that certain order entered by the Bankruptcy Court in the Chapter 11 Case on February 14, 2018, at Docket No. 162, as amended or otherwise modified from time to time.

“Employee Benefit Plans” means (i) all “employee benefit plans” (as defined in §3(3) of ERISA), including any employee pension benefit plans; (ii) all employment, consulting, non-competition, employee non-solicitation, employee loan or other compensation agreements, and

(iii) all bonus or other incentive compensation, equity or equity-based compensation, stock purchase, deferred compensation, change in control, severance, leave of absence, vacation, salary continuation, medical, life insurance or other death benefit, educational assistance, training, service award, dependent care, pension, welfare benefit or other material employee or fringe benefit plans, policies, agreements or arrangements, whether written or unwritten, qualified or unqualified, funded or unfunded and all underlying insurance policies, trusts and other funding vehicles, in each case currently maintained by or as to which a Seller has or could reasonably be expected to have any obligation or liability, contingent or otherwise, thereunder for current or former employees, directors or individual consultants of such Seller; for clarity, the ESOP is an Employee Benefit Plan.

“Equipment” means all equipment, machinery, materials, tools, vehicles, IT systems, hardware and software, computers and servers, telephones, machinery, materials, implements, signage, office supplies and all other tangible personal property of every kind and description, and it includes Assigned Equipment and Excluded Equipment.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and regulations and formal guidance issued thereunder.

“ESOP” means the Hobbico, Inc. Employee Stock Ownership Plan.

“Estate” means the estate of a Debtor created by § 541 of the Bankruptcy Code upon the filing of the Bankruptcy Petition.

“Estate Causes of Action” means any and all Avoidance Actions and other Causes of Action except for (which exceptions are “Purchased Causes of Action”) (i) Causes of Action that relate to an Assigned Contract or other Acquired Asset, (ii) Causes of Action arising from breaches of warranty relating to the Acquired Assets, (iii) Avoidance Actions and other Causes of Action against past and present trade vendors, licensors, distributors or customers of any Seller related to the Acquired Assets, and (iv) Avoidance Actions and other Causes of Action against Purchaser or its Related Persons (including any Transferred Employees), in each case exclusive of (1) any Avoidance Actions or other Causes of Action against Transferred Employees who were officers or directors of any Seller or who were “insiders” of any Seller within the meaning of Section 101(31) of the Bankruptcy Code, and (2) any such Causes of Action which are Commercial Tort Claims. For the avoidance of doubt, “Estate Causes of Action” shall include (and “Purchased Causes of Action” shall not include), without limitation, (A) all Avoidance Actions and other Causes of Action other than as expressly provided above, and (B) all Causes of Action against any administrative or other agent, lender or secured party related to any credit facility existing at any time whether prior to or after the filing of the Bankruptcy Petition, including, without limitation, the “Secured Parties” as defined in the DIP Financing Order.

“Executory Contracts and Unexpired Leases” means, with respect to any Seller, all of such Seller’s Contracts, agreements, licenses, leases, warranties, commitments, and purchase and sale orders.

“Final Order” means an order of the Bankruptcy Court that has not been appealed, reversed, modified, amended or stayed and the time to appeal from or to seek review or rehearing of such order has expired.

“GAAP” means United States generally accepted accounting principles, as in effect from time to time.

“Governmental Authorization” means any consent, franchise, license, registration, permit, order or approval issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law, including, as the context may require, any declarations or filings with, or expiration of waiting periods imposed by, any such Governmental Body.

“Governmental Body” means any (i) nation, state, county, city, town, borough, village, district or other jurisdiction, (ii) federal, state, local, municipal, foreign or other government, (iii) governmental or quasi-governmental body of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers), (iv) multinational organization or body, (v) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or (vi) official of any of the foregoing.

“Intellectual Property” means all trademarks, trade names, corporate names, company names, business names, product or brand names, service marks, patents, copyrights (including moral rights), and any applications for or registrations of any of the foregoing, works of authorship, know-how, logos, proprietary information, protocols, schematics, specifications, software, software code (in any form, including source code and executable or object code), subroutines, techniques, user interfaces, URLs, domain names, web sites, works of authorship and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing such as instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries) inventions, trade secrets and any other intellectual property or intangible property that are used in the Business as presently conducted and any rights relating to any of the foregoing.

“Interest” means any Lien or Claim to the extent such Lien or Claim constitutes an “interest” under Section 363(f) of the Bankruptcy Code.

“Inventory” means all raw materials, work-in-process and finished good inventory of any Seller, and it includes both Assigned Inventory and Excluded Inventory.

“Law” means any applicable federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, statute or treaty.

“Liability” means any and all obligations, liabilities, debts and commitments, whether known or unknown, asserted or unasserted, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, due or to become due, whenever or however arising (including whether arising out of any contract or tort based on negligence, strict liability,

or otherwise) and whether or not the same would be required by GAAP to be reflected as a liability in financial statements or disclosed in the notes thereto.

“Lien” means any mortgage, deed of trust, lien, pledge, charge, title, defect, security interest, pledge, leasehold interest or other legal or equitable encumbrance of any kind or nature, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or nonmaterial, known or unknown.

“Material Adverse Change” means only such change, circumstance, or effect as shall have arisen after the date on which this Agreement shall have been executed by Sellers and prior to the Closing that has a materially adverse effect on (i) the operations, assets, properties or condition (financial or otherwise) of the Business or the Acquired Assets taken as a whole, or (ii) the ability of any of the parties hereto to consummate the Transactions; provided, however, that any change, circumstance, or effect that arises out of, results from, or relates to the commencement of the Chapter 11 Case shall not be considered in determining whether a Material Adverse Change has occurred and, in addition, no change, event, effect, condition, circumstance or occurrence related to any of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Change: (1) national or international business, economic, political or social conditions, including the engagement by the United States of America in hostilities, affecting (directly or indirectly) the industry in which the Sellers operate, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States of America, except to the extent that such change has a disproportionate adverse effect on the Sellers relative to the adverse effect that such changes have on other companies in the industry in which the Sellers operate (a “Disproportionate Effect”); (2) financial, banking or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index), except to the extent that such change has a Disproportionate Effect; (3) any change in GAAP or Law, except to the extent that such change has a Disproportionate Effect; (4) compliance with this Agreement or any related agreement, including the taking of any action required hereby or thereby, or the failure to take any action that is not permitted hereby or thereby; (5) any change directly attributable to the announcement of this Agreement, including by reason of the identity of Purchaser or any of its Affiliates or any communication by Purchaser or any of its Affiliates of their plans or intentions regarding the operation of the Business; (6) any act of God or other force majeure event, except to the extent that such change has a Disproportionate Effect; and (7) in the case of Sellers, mere failure in and of itself to meet or exceed any projection or forecast provided to or reviewed by Purchaser.

“Permitted Liens” means (i) statutory Liens for current Taxes, assessments and other governmental levies, fees or charges that are not yet due and payable other than those that arise by reason of any default in payment or violation of Law on part of any Seller, and (ii) and in the case of Champaign Owned Real Estate, (1) easements, licenses, covenants, conditions, restrictions, declarations and similar matters of record which in each case do not secure monetary obligations, and (2) any state of facts a survey or other visual inspection would show.



“Person” means any individual, corporation, partnership, joint venture, trust, association, limited liability company, unincorporated organization, other entity, or governmental body or subdivision, agency, commission or authority thereof.

“Purchased Causes of Action” means all Causes of Action other than the Estate Causes of Action.

“Related Person” means, with respect to any Person, all past, present and future directors, officers, members, managers, stockholders, employees, controlling persons, agents, professionals, financial advisors, restructuring advisors, attorneys, accountants, investment bankers, Affiliates or representatives of (i) any such Person and (ii) of any Affiliate of such Person.

“Sale Hearing” means the hearing conducted by the Bankruptcy Court to approve the Transactions.

“Specified Commercial Tort Claims” means those specific Commercial Tort Claims listed on Schedule 1.1(ii).

“Successful Bid” shall have the meaning set forth in the Bidding Procedures Order.

“Successful Bidder” shall have the meaning set forth in the Bidding Procedures Order.

“Tax” or “Taxes” means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, custom duties, capital stock, franchise, profits, withholding, social security (or similar excises), unemployment, disability, ad valorem, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not, by any governmental authority responsible for imposition of any such tax (domestic or foreign).

“Transactions” means the transactions contemplated by this Agreement and the Ancillary Agreements.

“Trustee” means any trustee or fiduciary appointed to act on behalf of a Debtor or as successor to a Debtor.

“WARN” means the Workers Adjustment and Retraining Notification Act and similar state laws.

**1.2 Cross Reference Table for Embedded Definitions.** The following defined terms are defined in the following pages of this Agreement:

“ <u>Acquired Assets</u> ” .....	12	“ <u>Assigned Accounts Receivable</u> ” .....	13
“ <u>ADL Petition Date</u> ” .....	5	“ <u>Assigned Equipment</u> ” .....	13
“ <u>ADL</u> ” .....	5	“ <u>Assigned Inventory</u> ” .....	13
“ <u>Agreement</u> ” .....	5	“ <u>Assigned Purchase Orders</u> ” .....	13
“ <u>Approval Order</u> ” .....	26	“ <u>Assigned Sales Orders</u> ” .....	13

“ <u>Assignment and Assumption</u> ” .....	21	“ <u>Hobbico</u> ” .....	5
“ <u>Axial</u> ” .....	5	“ <u>Initial Petition Date</u> ” .....	5
“ <u>Bankruptcy Code</u> ” .....	5	“ <u>Listed Contracts</u> ” .....	13
“ <u>Bankruptcy Court</u> ” .....	5	“ <u>Outside Date</u> ” .....	32
“ <u>Base Purchase Price</u> ” .....	18	“ <u>Prepaid Order Adjustment</u> ” .....	19
“ <u>Bidding Procedures Order</u> ” .....	25	“ <u>Prepaid Purchase Order Amount</u> ” .....	19
“ <u>Bill of Sale</u> ” .....	21	“ <u>Prepaid Sales Order Amount</u> ” .....	19
“ <u>Business</u> ” .....	5	“ <u>Purchase Price</u> ” .....	18
“ <u>Chapter 11 Case</u> ” .....	5	“ <u>Purchaser Termination Notice</u> ” .....	33
“ <u>Closing Date</u> ” .....	20	“ <u>Purchaser</u> ” .....	5
“ <u>Closing Payment</u> ” .....	20	“ <u>Qualifying Accounts Receivable</u> ” .....	18
“ <u>Closing</u> ” .....	20	“ <u>Qualifying AR Amount</u> ” .....	19
“ <u>Deposit</u> ” .....	20	“ <u>Qualifying Inventory Amount</u> ” .....	18
“ <u>Disproportionate Effect</u> ” .....	10	“ <u>Qualifying Inventory</u> ” .....	18
“ <u>Escrow Agent</u> ” .....	20	“ <u>Sellers Termination Notice</u> ” .....	34
“ <u>Escrow Agreement</u> ” .....	20	“ <u>Sellers</u> ” .....	5
“ <u>Excluded Accounts Receivable</u> ” .....	14	“ <u>Tower</u> ” .....	5
“ <u>Excluded Assets</u> ” .....	14	“ <u>Transaction-Related Documents</u> ” .....	15
“ <u>Excluded Business</u> ” .....	5	“ <u>Transferred Employees</u> ” .....	28
“ <u>Excluded Equipment</u> ” .....	14	“ <u>Transition Services Agreement</u> ” .....	31
“ <u>Excluded Inventory</u> ” .....	14	“ <u>Traxxas Alleged Infringing Assets</u> ” .....	14
“ <u>Excluded Liabilities</u> ” .....	16	“ <u>Working Capital Adjustment</u> ” .....	19
“ <u>GPM</u> ” .....	5		

**ARTICLE II  
SALE AND PURCHASE OF ASSETS**

2.1 **Sale and Purchase of Acquired Assets.** On the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Purchaser (or the applicable Designated Entity) shall purchase from each Seller, and each Seller shall sell, assign, transfer, convey and deliver to Purchaser (or the applicable Designated Entity), all of such Seller’s right, title and interest in and to all Acquired Assets (as defined below) in existence on the Closing Date, free and clear of all Interests (other than Permitted Liens) pursuant to and to the maximum extent permitted by Sections 363 and 365 of the Bankruptcy Code. As used herein, the term “Acquired Assets” means all assets, properties, rights, interests, benefits and privileges of whatever kind or nature, both tangible and intangible, real and personal wherever located, that are owned by any Seller (except only for the Excluded Assets) to the extent that such assets, properties, rights, interests, benefits and privileges are transferable under applicable Law, the Bankruptcy Code or otherwise. Without limiting the generality of the foregoing, the term “Acquired Assets” shall include all of each Seller’s right, title and interest in and to the following (except to the extent any of the following are expressly included within the Excluded Assets):

- (a) the Champaign Owned Real Estate (together with all plants, buildings, structures, fixtures and improvements of all kinds situated thereon, and all privileges, rights, easements, hereditaments and appurtenances belonging to or for the benefit of such real property);

(b) all Inventory of such Seller other than any Excluded Inventory or any Inventory that is part of the Traxxas Alleged Infringing Assets (the “Assigned Inventory”); for clarity, it is specifically acknowledged and agreed that any Inventory located at the Champaign Owned Real Estate is Assigned Inventory even if related to the Excluded Business;

(c) all Accounts Receivable of such Seller other than the Excluded Accounts Receivable (the “Assigned Accounts Receivable”);

(d) all Equipment of such Seller other than the Excluded Equipment (the “Assigned Equipment”);

(e) the following Contracts (the “Listed Contracts”) all of which shall be Assigned Contracts:

(i) those Contracts (other than purchase orders or sales orders) identified on Schedule 2.1(e)(i), as such Schedule may be updated from time to time by Purchaser pursuant to Section 6.9;

(ii) those purchase orders (the “Assigned Purchase Orders”) (A) listed on Schedule 2.1(e)(ii) previously issued by a Seller and which remain open on the date hereof and as of the Closing Date, and (B) hereafter issued by a Seller (or for which a Seller become bound) in the ordinary course of the Business and consistent with past practice and which remains open as of the Closing Date, as reflected on an update to such Schedule mutually agreed by Purchaser and Hobbico; and

(iii) those sales orders (the “Assigned Sales Orders”) (for the sale of finished goods used in the Business accepted by a Seller (or for which a Seller become bound) in the ordinary course of the Business and consistent with past practice and which remain open as of the Closing Date as reflected on an update to such Schedule mutually agreed by Purchaser and Hobbico;

(f) deposits and other prepaid amounts that relate to the Assigned Contracts or other Acquired Assets;

(g) all of such Seller’s rights in Purchased Causes of Action;

(h) all of such Seller’s Books and Records, provided that such Seller may obtain and retain copies of any or all such books and records before their transfer to Purchaser;

(i) all Intellectual Property of such Seller (to the extent assignable) and all goodwill of a Seller;

(j) all of such Seller’s Governmental Authorizations and all of such Seller’s pending applications therefor or renewals thereof, in each case solely to the extent

transferable to Purchaser, and excluding Governmental Authorizations or pending applications therefor required for the continued operation of an Excluded Asset;

(k) all of such Seller's rights with respect to any confidentiality, noncompetition, non-solicitation or other obligations of any Person other than a Seller (including any such obligations of any third party or of any current or former Related Person of any Seller) that are owed to a Seller or with respect to which any Seller has the rights to enforce; and

(l) all of such Seller's other assets, properties and rights (unless specifically identified as an Excluded Asset).

**2.2 Excluded Assets.** The Acquired Assets do not include, and no Seller shall transfer to Purchaser, any of the following assets of any Seller (the "Excluded Assets"):

(a) any Inventory or other asset that has been alleged to infringe the claims of Traxxas LP, including the Inventory of those products identified on Schedule 2.2(a) ("Traxxas Alleged Infringing Assets"), and any Claims or Causes of Action that any Seller may have against Traxxas LP;

(b) the Inventory (i) relating exclusively to the Excluded Business and (ii) identified with specificity on Schedule 2.2(b) (the "Excluded Inventory"); for clarity, Inventory located at the Champaign Owned Real Estate is not Excluded Inventory even if related to the Excluded Business;

(c) the Accounts Receivable of a Seller (i) relating exclusively to the Excluded Business and (ii) identified with specificity on Schedule 2.2(c) (the "Excluded Accounts Receivable");

(d) the Equipment of a Seller (i) relating exclusively to the Excluded Business and (ii) identified with specificity on Schedule 2.2(d) (the "Excluded Equipment");

(e) all cash, bank deposits, securities and cash equivalents, including for this purpose all cash and cash equivalents if credited to any Seller's bank account(s) prior to the Closing Date;

(f) all (i) retainers with advisors, and (ii) any deposits and other prepaid amounts that relate exclusively to the other Excluded Assets;

(g) any Seller's rights with respect to the bank accounts and lockbox arrangements relating to the Business, including, without limitation, the bank accounts and lockbox arrangements listed or described on Schedule 2.2(g) (but subject to Sellers' duties under Section 6.10);

(h) all land, buildings and improvements owned or leased by any Seller other than the Champaign Owned Real Estate or pursuant to an Assigned Contract, wherever located;

(i) all Contracts to which a Seller is a party other than the Listed Contracts, and all rights and deposits under such Contracts other than the Listed Contracts, including, without limitation, with respect to Hobbico the following:

(i) Hobbico's rights under (1) that certain Unsecured and Subordinated Mezzanine Loan Facility dated February 9, 2012 between Hobbico and Hobbico Deutschland Holding GmbH, and (2) that certain Intecompany [sic] Revolving Credit Facility Agreement dated May 30, 2017 between Hobbico and Revell GmbH; and

(ii) Hobbico's rights in and to that certain license agreement with The Boy Scouts of America relating to the use of the Pinewood Derby<sup>®</sup> trademark;

(j) all shares of capital stock or other equity interests in any Person held by any Seller, all corporate minute books and records of internal corporate proceedings, stock transfer ledgers, blank stock certificates, corporate seals, tax and accounting records, work papers and other records relating to the organization or maintenance of the legal existence of a Seller;

(k) all rights with respect to Employee Benefit Plans and all Contracts related thereto;

(l) any books, records or other information related solely and exclusively to the other Excluded Assets;

(m) all refunds, credits or deposits of Taxes of a Seller with respect to the period prior to the Closing Date, including any refunds, credits or deposits of Taxes;

(n) all Estate Causes of Action of a Seller, including without limitation (A) all Avoidance Actions other than as otherwise expressly provided herein, and (B) all Causes of Action against any administrative or other agent, lender or secured party related to any credit facility existing at any time, whether prior to or after the filing of the Bankruptcy Petition;

(o) the corporate franchise of a Seller and any and all prepaid expenses and deposits in respect of franchise Taxes and the like;

(p) all property, rights and assets relating to another Excluded Asset or arising from and relating to the defense, release, compromise, discharge or satisfaction of any of the Liabilities;

(q) all documents, emails and other communications relating to the Transactions or any preparations or planning with respect thereto, including all such materials consisting of this Agreement, the Ancillary Agreements, memoranda, research, analysis, planning, due diligence reports, quality of earnings reports, agreements with financial advisors, investment bankers, accountants or legal counsel, whether or not subject to any attorney-client privilege, work product privilege, or any other privilege (the "Transaction-Related Documents"), and any Seller's right to exercise or waive any

attorney-client privilege, work product privilege or other privilege with respect to the Transactions or any of the Transaction-Related Documents; provided however that the foregoing will not limit the Purchaser's rights to the Books and Records included in the Acquired Assets and provided further that following the Closing Purchaser, with respect to Transaction-Related Documents that are not included in such Books and Records, shall have an irrevocable, perpetual and non-exclusive right and license to use any of such Transaction-Related Documents which were made available to Purchaser in the electronic data room, identified as the Project OffRoad data room, which was established by Sellers and associated with the sale of the Acquired Assets;

(r) all rights of Sellers arising under this Agreement, the Ancillary Agreements, and under any other agreement between Sellers and Purchaser entered into in connection with this Agreement;

(s) all good faith or other bid deposits submitted by any third party under the terms of the Bidding Procedures Order;

(t) all insurance policies of any of the Sellers and/or their subsidiaries for directors', managers', and officers' liability and all rights of any nature with respect thereto, including all insurance recoveries, prepaid premiums, and unearned premiums thereunder and rights to assert claims with respect to any such insurance recoveries;

(u) all Commercial Tort Claims of any Seller; and

(v) all assets, properties and rights of any Seller specifically identified on Schedule 2.2(v).

**2.3 Excluded Liabilities.** Neither Purchaser nor any Designated Entity shall assume or otherwise be responsible for any Liability of any Seller (other than obligations arising after Closing under the Assigned Contracts). For the avoidance of doubt, the Liabilities of any Seller for which Purchaser and Designated Entities shall have no Liability (the "Excluded Liabilities") shall include all of the following, without limitation:

(a) Any Liabilities which would otherwise be imposed on Purchaser or a Designated Entity by virtue of its status as a successor or assign of any of the Sellers or the Business.

(b) All Liabilities under or with respect to the ESOP or any other Employee Benefit Plan (including Liabilities that arise out of any violation or noncompliance with any applicable Law), or any Liabilities to any beneficiary thereof.

(c) All Liabilities to the extent arising in connection with or related to the Excluded Assets.

(d) All Liabilities under all other Contracts which are not Assigned Contracts.

(e) All Liabilities of the Sellers to their employees and other Related Persons, including under or related to (i) any employment, severance, retention, termination or

other agreement or arrangement including under any Law (including WARN), (ii) employment, compensation, benefits, other terms and conditions of employment or termination of employment, in each case of or by the Sellers, and (iii) payroll, vacation, sick leave, workers' compensation or occupational disease claims or benefits, unemployment benefits, pension benefits, employee stock option or profit sharing plans, health plans or benefits or any other employee plans or benefits or other compensation of any kind to any employee, former employee or other Related Person of the Sellers.

(f) All Liabilities of the Sellers under this Agreement or any Ancillary Agreement.

(g) All Liabilities of the Sellers relating to litigation or arbitration or other proceedings with, or to indemnify or advance expenses to, Related Persons of the Sellers.

(h) All Liabilities relating to any actions or claims to which a Seller is a party.

(i) All Taxes of the Sellers.

(j) All Liabilities of the Sellers in respect of indebtedness.

(k) All Liabilities of the Sellers with respect to products sold or services provided by Sellers (whether under warranties, with respect to product liabilities or otherwise).

(l) All Liabilities of the Sellers (including fines, penalties, damages and any investigatory, corrective or remedial obligation) arising under Environmental Laws.

(m) All Liabilities for any legal, accounting, investment banking, brokerage or similar fees or expenses incurred by the Sellers or any Affiliate of Sellers in connection with, resulting from or attributable to the Transactions, or in connection with the Chapter 11 Case.

(n) All Liabilities of the Sellers arising out of or related to any breach, default under, failure to perform, torts related to the performance of, violation of Law, infringements or indemnities under, guaranties pursuant to and overcharges, underpayments or penalties on the part of the Sellers under any of the Assigned Contracts.

(o) All Liabilities arising from or related to the operation or condition of the Business or the Acquired Assets prior to the Closing or facts, actions, omissions, circumstances or conditions existing, occurring or accruing with respect to the Business, or the Acquired Assets prior to the Closing.

(p) All Liabilities resulting from, caused by or arising out of, or which relate to, directly or indirectly, the conduct of the Sellers or ownership or lease of any properties or assets or any properties or assets previously used by the Sellers or any Affiliate of the Sellers, or other actions or omissions of the Sellers or any of their

Affiliates, except for any amounts due or that may become due or owing under the Assigned Contracts.

(q) All Liabilities resulting from, caused by or arising out of, or that relate to the business dealings or relationship between the Sellers and any union under Contract, Law or otherwise or the existence or termination of any collective bargaining agreement or other arrangement or understanding with any union, or any Employee Benefit Plan applicable thereto.

(r) All Liabilities arising out of or resulting from non-compliance with any Law by the Sellers.

(s) All Liabilities for infringement or misappropriation arising from the development, modification or use of any Intellectual Property.

(t) All Liabilities arising under applicable Law under any theories of recovery, including fraudulent transfer or successor liability.

(u) Any other Liabilities of the Sellers, their Affiliates or Related Persons.

**2.4 Purchase Price.** In addition to the Purchaser's agreement to pay the Cure Amounts for the Assigned Contracts pursuant to Section 2.8, the purchase price (the "Purchase Price") for the sale and transfer of the Acquired Assets will be an amount equal to the sum of the following:

(a) \$18,800,000 (the "Base Purchase Price") payable at Closing; less

(b) the Working Capital Adjustment, if any, at Closing pursuant to Section 2.5, plus

(c) the Prepaid Order Adjustment pursuant to Section 2.6.

**2.5 Working Capital Adjustment.**

(a) For purposes hereof, the following terms have the following meanings:

(i) "Qualifying Inventory" means finished goods inventory to be sold in the ordinary course of the Business and included in the Assigned Inventory, but excluding (1) inventory located outside of the United States, (2) inventory in SKUs with more than 365 days of sales on hand, and (3) inventory in SKUs which generated less than \$100 of gross profit during the 12 month period prior to the Closing Date,

(ii) "Qualifying Inventory Amount" means the aggregate original purchase cost of the Qualifying Inventory as of the Closing Date.

(iii) "Qualifying Accounts Receivable" means accounts receivable arising in the ordinary course of the Business and included in the Assigned



Accounts Receivable, but excluding (1) accounts unpaid more than thirty (30) days after the original due date on the invoice, (2) accounts unpaid more than ninety (90) days after the invoice date, (3) accounts due from Persons that are located outside the United States, and (4) accounts from Persons that are consumers.

(iv) “Qualifying AR Amount” means the aggregate face value of the Qualifying Accounts Receivable as of the Closing Date.

(v) “Working Capital Adjustment” means the amount, if any, by which the sum of the Qualifying Inventory Amount plus the Qualifying Accounts Receivable Amount is less than \$9,000,000.

(b) At least one Business Day prior to the Closing, Purchaser and Hobbico shall jointly prepare a detailed computation of the Working Capital Adjustment based on Sellers’ books and records and any physical inspection made by them. Purchaser and Sellers agree to reasonably cooperate with each other in connection therewith.

## 2.6 Prepaid Order Adjustment.

(a) For purposes hereof, the following terms have the following meanings:

(i) “Prepaid Purchase Order Amount” means the aggregate of the following with respect to Assigned Purchase Orders (A) those certain amounts listed on Schedule 2.6(a)(i) identified as amounts paid to third parties by a Seller prior to the date hereof with respect to goods or services to be received by Purchaser following the Closing, plus (B) such additional amounts as shall have been paid to any third party by Seller following the date hereof and prior to the Closing with respect to goods or services to be received by Purchaser following the Closing in accordance with the procedure set forth in Section 6.11, as reflected in an update to such Schedule at Closing. For clarity, Prepaid Purchase Order Amount does not include any other amounts, including any prepayments for Inventory received prior to the Closing.

(ii) “Prepaid Sales Order Amount” means the total amount, if any, which a Seller has received as payment on an order for the sale of finished goods by a Seller but not yet delivered by a Seller prior to Closing under sales orders which are Assigned Sales Orders.

(iii) “Prepaid Order Adjustment” means the Prepaid Purchase Order Amount, if any, less the Prepaid Sales Order Amount, if any (it being acknowledge that if the Prepaid Order Adjustment is a positive number, then the Purchase Price otherwise payable will be increased, and if the Prepaid Order Adjustment is a negative number, then the Purchase Price otherwise payable will be decreased).

(b) At least one Business Day prior to the Closing, Purchaser and Hobbico shall jointly prepare a detailed computation of the Prepaid Orders Adjustment. Purchaser and Sellers agree to reasonably cooperate with each other in connection therewith.

**2.7 Payments at Closing.** At the Closing, subject to the terms and conditions set forth in this Agreement, Purchaser will pay to Hobbico, as agent for Sellers, immediately available funds in an amount (the "Closing Payment") equal to (a) the Purchase Price *less* (b) the Deposit. At the Closing, the Escrow Agent shall be directed by Sellers and Purchaser to release and deliver the Deposit to Hobbico, as agent for Sellers.

**2.8 Cure Amounts for Assigned Contracts.** If the Closing shall occur, then at the Closing Purchaser shall pay the Cure Amounts with respect to the Assigned Contracts to the applicable counterparties thereof.

**2.9 Deposit.** By March 27, 2018 (but not prior to the date that the Purchaser is the approved stalking horse bidder), Purchaser shall deposit with Delaware Trust Company, as escrow agent (the "Escrow Agent"), pursuant to an escrow agreement in form and substance to be mutually agreed to by and among the Escrow Agent, Purchaser and Hobbico (the "Escrow Agreement") acting reasonably, an amount equal to 5% of the Base Purchase Price (the "Deposit") by cashier's check or wire transfer. If the Closing occurs, the Deposit will be released to the Sellers in accordance with Section 2.7, and if the Closing does not occur, the Deposit shall be released to Hobbico or the Purchaser, as applicable, in accordance with Section 7.3.

### **ARTICLE III CLOSING; CONDITIONS TO CLOSING**

**3.1 Closing.** Subject to the terms and conditions of this Agreement and the satisfaction or waiver of the conditions set forth below, the closing (the "Closing") of the sale and purchase of the Acquired Assets shall take place on April 6, 2018 if the conditions to Closing set forth below have been met (or waived) on such date, or such other date as Sellers and Purchaser may agree, but in any event on or before the Outside Date if such conditions have been met (or waived) by such date, at the offices of Neal, Gerber & Eisenberg LLP, 2 North LaSalle Street, Suite 1700, Chicago, Illinois 60602. The time and date upon which the Closing occurs is referred to herein as the "Closing Date." All transactions at the Closing shall be deemed to take place simultaneously and none shall be deemed to have taken place until all shall have taken place.

**3.2 Court Approval Required.** Purchaser and Sellers acknowledge and agree that the Bankruptcy Court's entry of the Approval Order (which Approval Order shall contain customary and usual terms for transactions of this size and type reasonably acceptable to Sellers and Purchaser) shall be required in order to consummate the Transactions, and that the requirement that the Approval Order be entered is a condition that cannot be waived by any party.

**3.3 Conditions to Obligations of Purchaser.** The obligation of Purchaser to consummate the Transactions is subject to the satisfaction, at or before the Closing, of each of

the following conditions, any of which conditions may, except for the condition set forth in Section 3.2, be waived by Purchaser in its sole discretion:

(a) **Representations and Warranties.** The representations and warranties of each Seller set forth in Article IV of this Agreement shall be true and correct in all material respects (except for those representations and warranties qualified by materiality, which shall be true and correct in all respects) on and as of the Closing Date as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct only as of the specified date).

(b) **Agreements and Covenants.** Sellers shall have performed and complied with each agreement, covenant and obligation required to be performed or complied with by them under this Agreement at or before the Closing in all material respects.

(c) **Material Adverse Change.** No Material Adverse Change shall have occurred and be continuing.

(d) **No Appeal of Approval Order.** No Person shall have filed an appeal with respect to the Approval Order or delivered to Hobbico a written notice of its intention to appeal the Approval Order, or, if such an appeal shall have been filed or such a written notice shall have been so delivered, the Approval Order shall have become a Final Order.

(e) **Purchase Price Adjustments.** Purchaser and Hobbico shall have agreed upon the Working Capital Adjustment and the Prepaid Order Adjustment as contemplated by Sections 2.5(b) and 2.6(b), respectively, acting reasonably.

(f) **Deliveries at Closing.** At the Closing, Sellers shall deliver, or cause to be delivered, to Purchaser all of the following:

(i) A certificate from each Seller executed by a duly authorized officer thereof certifying to the matters set forth in (a) through (c).

(ii) The Transition Services Agreement, duly executed by each Seller.

(iii) A bill of sale and intellectual property assignments and original certificates of title for motor vehicles with respect to the Acquired Assets being conveyed by each Seller (each, a "Bill of Sale"), duly executed by each Seller, as applicable.

(iv) An assignment and assumption agreement with respect to the Assigned Contracts being assigned to and assumed by Purchaser from each Seller (each, an "Assignment and Assumption"), duly executed by such Seller, as applicable.

(v) A certificate of non-foreign status executed by Hobbico, prepared in accordance with Treasury Regulation Section 1.1445-2(b).

(vi) A quitclaim deed, duly executed by Hobbico, transferring the Champaign Owned Real Estate to Purchaser.

(vii) A standard form of affidavit of Hobbico relating to the Champaign Owned Real Estate, in form reasonably agreeable to the title company selected by Purchaser and reasonably acceptable to Hobbico, sufficient to permit such title company to delete the standard exceptions to an owner's title insurance policy with respect to the Champaign Owned Real Estate.

**3.4 Conditions to Obligations of Sellers.** The obligation of each Seller to consummate the Transactions is subject to the satisfaction, at or before the Closing, of each of the following conditions, any of which conditions may, except for the condition set forth in Section 3.2, be waived by any Seller in its sole discretion:

(a) **Representations and Warranties.** The representations and warranties of Purchaser set forth in Article V of this Agreement shall be true and correct in all material respects (except for those representations and warranties qualified by materiality, which shall be true and correct in all respects) on and as of the Closing Date as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct only as of the specified date).

(b) **Agreements and Covenants.** Purchaser shall have performed and complied with each agreement, covenant and obligation required to be performed or complied with by it under this Agreement at or before the Closing in all material respects.

(c) **Receipt of the Closing Payment.** Hobbico, as agent for Sellers, shall have received the Closing Payment from Purchaser.

(d) **Deliveries at Closing.** At the Closing, Purchaser (or the Designated Entity) shall deliver, or cause to be delivered, to Sellers all of the following:

(i) Each Bill of Sale, duly executed by Purchaser (or any applicable Designated Entity).

(ii) Each Assignment and Assumption, duly executed by Purchaser (and any applicable Designated Entity).

(iii) The Transition Services Agreement, duly executed by Purchaser (and any applicable Designated Entity).

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLERS**

Each Seller represents and warrants to Purchaser, with respect to itself only, severally and not jointly, that the statements contained in this Article IV are true and correct as of the date hereof and will be true and correct in all material respects on the Closing Date (except for those representations and warranties qualified by materiality, which shall be true and correct in all respects).

4.1 **Organization, Good Standing and Power.** Such Seller is legally formed and in good standing under the law of the State of its incorporation. Subject to the applicable provisions of the Bankruptcy Code, such Seller has the power to own its properties and carry on its business as now being conducted and is qualified to do business and is in good standing in each jurisdiction in which the failure to be so qualified and in good standing would result in a Material Adverse Change.

4.2 **Authority Relative to this Agreement; Execution and Binding Effect.** Such Seller has full power and authority to execute and deliver this Agreement and the Ancillary Agreements and, subject to receipt of any necessary Bankruptcy Court approval in accordance with the Bankruptcy Code, to consummate the Transactions applicable to such Seller. The execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the Transactions have been duly and validly approved and adopted by the board of directors of such Seller, and, except for Bankruptcy Court approval and except as set forth on Schedule 4.4, no other proceedings or approvals on the part of such Seller are necessary to approve this Agreement and the Ancillary Agreements and to consummate the Transactions. This Agreement has been duly and validly executed and delivered by such Seller. Assuming due authorization, execution and delivery by Purchaser, this Agreement constitutes, and each of the Ancillary Agreements at the Closing will constitute, the valid and binding obligation of such Seller, enforceable against such Seller in accordance with their terms, except as such enforcement may be limited by (a) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or other laws affecting or relating to the rights of creditors generally, or (b) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law.

4.3 **No Defaults.** Subject to receipt of any necessary Bankruptcy Court approval in accordance with the Bankruptcy Code and except as set forth on Schedule 4.3, the execution and delivery by such Seller of this Agreement and the Ancillary Agreements and the consummation of the Transactions do not and will not (a) with or without the giving of notice or the lapse of time, or both, conflict with, or result in the breach of or constitute a default under, or result in the modification, cancellation, lapse or termination of, or limitation, or curtailment under, or violate any (i) provision of Law, or (ii) agreement, Employee Benefit Plan, Contract, lease, power of attorney, commitment, instrument, insurance policy, arrangement, undertaking, order, decree, ruling or injunction to which such Seller is subject or a party or by which it is bound (or with respect to which its properties or assets are subject or bound), except for any breach, default, modification, cancellation, lapse, termination, limitation, curtailment or violation that would not result in a Material Adverse Change; or (b) violate the certificate of incorporation or bylaws of such Seller.

4.4 **Governmental and Other Consents.** Except for the receipt of any necessary Bankruptcy Court approval in accordance with the Bankruptcy Code and except as set forth on Schedule 4.4, no consent, notice, authorization or approval of, or exemption by, or filing with or notifications to any Governmental Authority or any other Person, whether pursuant to contract or otherwise, is required in connection with the execution and delivery by such Seller of this Agreement and the Ancillary Agreements and the consummation of the Transactions.

4.5 **No Brokers.** Except for the representation of Sellers by Lincoln Partner Advisors LLC (“*Lincoln*”), pursuant to that certain order entered by the Bankruptcy Court on January 30, 2018 and the obligation of Sellers to pay Lincoln a commission, fees and expenses at Closing in accordance with the terms and provisions of such order, no Seller has incurred or will incur, directly or indirectly, as a result of any action taken or permitted to be taken by or on behalf of such Seller, any Liability for brokerage or finders’ fees or agents’ commissions or similar charges in connection with the execution and delivery by such Seller of this Agreement and the Ancillary Agreement and the consummation of the Transactions.

## **ARTICLE V REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser represents and warrants to Sellers that the statements contained in this Article V are true and correct as of the date hereof and will be true and correct in all material respects on the Closing Date (except for those representations and warranties qualified by materiality, which shall be true and correct in all respects).

5.1 **Organization, Good Standing and Power.** Purchaser is legally formed and in good standing under the laws of the state of its formation. Purchaser has the power to own its properties and carry on its business as now being conducted and is qualified to do business and is in good standing in each jurisdiction in which the failure to be so qualified and in good standing would result in a Material Adverse Change. **Authority Relative to this Agreement; Execution and Binding Effect.** Purchaser has full power and authority to execute and deliver this Agreement and the Ancillary Agreements and to consummate the Transactions. The execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the Transactions have been duly and validly approved and adopted by all necessary action of Purchaser and no other proceedings or approvals (shareholder, member or otherwise) on the part of Purchaser are necessary to approve this Agreement and the Ancillary Agreements and to consummate the Transactions. This Agreement has been duly and validly executed and delivered by Purchaser. Assuming due authorization, execution and delivery by each Seller, this Agreement constitutes, and each of the Ancillary Agreements at the Closing will constitute, the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with their terms, except as such enforcement may be limited by (a) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or other laws affecting or relating to the rights of creditors generally, or (b) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.3 **No Defaults.** The execution and delivery by Purchaser of this Agreement and the Ancillary Agreements and the consummation of the Transactions do not and will not (a) with or without the giving of notice or the lapse of time, or both, conflict with, or result in the breach of or constitute a default under, or result in the modification, cancellation, lapse or termination of, or limitation, or curtailment under, or violate any (i) provision of Law, or (ii) agreement (including any loan or financing agreement), Contract, lease, power of attorney, commitment, instrument, insurance policy, arrangement, undertaking, order, decree, ruling or injunction to which Purchaser is subject or a party or by which it is bound (or with respect to which its properties or assets are subject or bound), except for any breach, default, modification,

cancellation, lapse, termination, limitation, curtailment or violation that would not result in a Material Adverse Change; or (b) violate the certificate of incorporation, bylaws or any comparable instruments of Purchaser.

5.4 **Governmental and Other Consents.** Except for the receipt of any necessary Bankruptcy Court approval in accordance with the Bankruptcy Code, no consent, notice, authorization or approval of, or exemption by, or filing with or notifications to any Governmental Authority or any other Person, whether pursuant to contract or otherwise, is required in connection with the execution and delivery by Purchaser of this Agreement and the Ancillary Agreements and the consummation of the Transactions.

5.5 **Financial Ability.** At Closing, Purchaser will have cash available that is sufficient to enable it to pay the Closing Payment as well as all other amounts otherwise payable to consummate the Transactions pursuant to and in accordance with this Agreement.

5.6 **No Brokers.** Purchaser has not incurred and will not incur, directly or indirectly, as a result of any action taken or permitted to be taken by or on behalf of Purchaser, any Liability for brokerage or finders' fees or agents' commissions or similar charges in connection with the execution and delivery by Purchaser of this Agreement and the Ancillary Agreements and the consummation of the Transactions.

## ARTICLE VI COVENANTS

6.1 **Operation of Business.** Subject to the requirements of, and the obligations imposed upon, each Seller as debtor-in-possession and pursuant to the Bankruptcy Code and except as otherwise contemplated by the Agreement or the Bidding Procedures Order or as required to comply with debtor-in-possession financing obtained by such Seller, from the date hereof and until the Transactions shall have been consummated or abandoned as contemplated herein, each Seller shall operate the Business in the ordinary course (relative to that in effect immediately prior to the execution of the Agreement) and, consistent with such operation and the budget set forth in Seller's debtor-in-possession credit agreement, and consistent with acting as a debtor-in-possession in a Chapter 11 bankruptcy case, shall use commercially reasonable efforts to maintain the goodwill associated with the Business and the relationships with the employees, customers, and suppliers of the Business.

### 6.2 **Bidding Procedures Order; Backup Bidder.**

(a) The purchase and sale of the Acquired Assets will be subject to competitive bidding in accordance with (and only in accordance with) the terms of an order of the Bankruptcy Court approving sale and bidding procedures dated March 18, 2018 (the "*Bidding Procedures Order*"). Without Purchaser's prior written consent, which consent will not unreasonably withheld, Sellers (and will cause Sellers' affiliates that are Debtors) agree to not amend, alter or modify the Bidding Procedures Order, or any dates set forth therein (unless such amendment, alteration or modification relates exclusively to the Excluded Business and Excluded Assets, and will not materially affect Purchaser's rights hereunder). For clarity, the bid deadline of March 27, 2018 and the

auction on March 28, 2018 for the Acquired Assets shall not be changed without Purchaser's written consent.

(b) Purchaser agrees to the provisions in the Bidding Procedures Order regarding Backup Bidders (as defined therein), provided, however, that Purchaser's obligations under any Backup Bidder provisions will expire on May 15, 2018.

### 6.3 Approval Order.

(a) Prior to the Closing, and subject to the provisions of this Agreement, Purchaser and Sellers shall use their commercially reasonable efforts to obtain entry of an order or orders by the Bankruptcy Court pursuant to §§363 and 365 of the Bankruptcy Code (the "Approval Order"), which shall approve of this Agreement and the transactions described herein, and which shall contain the following provisions, and which Approval Order shall contain other customary and usual terms for transactions of this size and type reasonably acceptable to Sellers and Purchaser (it being understood that certain of such provisions may be contained in either the findings of fact or conclusions of law to be made by the Bankruptcy Court as part of the Approval Order):

(i) that each Seller may sell, transfer and assign the applicable Acquired Assets and assume and assign the applicable Assigned Contracts to Purchaser pursuant to this Agreement and Bankruptcy Code §§105, 363 and 365, as applicable, and that any Executory Contract or Unexpired Lease relating solely to the Business and not assigned to Purchaser is rejected;

(ii) the transfers of the Acquired Assets by each Seller to Purchaser (A) vest or will vest Purchaser with all right, title and interest of such Seller in and to the Acquired Assets, free and clear of all Liens other than Permitted Liens, and (B) constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the State of Delaware;

(iii) the transactions contemplated by this Agreement are undertaken by Purchaser and Sellers at arm's length, without collusion and in good faith within the meaning of section 363(m) of the Bankruptcy Code, and such parties are entitled to the protections of section 363(m) of the Bankruptcy Code;

(iv) a determination that selling the Acquired Assets free and clear of all Liens other than Permitted Liens is in the best interest of each Seller's Estate; and

(v) that Purchaser shall not assume any Liabilities except as expressly provided herein.

(b) If the Approval Order or any other orders of the Bankruptcy Court relating to this Agreement shall be appealed by any person (or a petition for certiorari or motion for rehearing or reargument shall be filed with respect thereto), each party hereto agrees to use commercially reasonable efforts to obtain an expedited resolution of such appeal; provided, however, that nothing herein shall preclude the parties hereto from



consummating the Transactions if the Approval Order shall have been entered and has not been stayed in which event Purchaser shall be able to assert the benefits of §363(m) of the Bankruptcy Code.

**6.4 Access to Facilities, Personnel, and Information.**

(a) Prior to the Closing, each Seller shall permit representatives of Purchaser to have reasonable access during regular business hours and upon reasonable notice, and in a manner so as not to interfere with the normal business operations of such Seller, to management personnel of Sellers and to all premises, property, books, records (including Tax records), Contracts, and documents of or pertaining to the Business which are under such Seller's control (provided that any representatives of Purchaser shall be subject to the confidentiality obligations under the Confidentiality Agreement or otherwise agree in writing to be bound by the terms of such Confidentiality Agreement applicable to Purchaser thereunder).

(b) From the Closing Date through and including the second anniversary of the Closing Date, Purchaser shall grant each Seller, each Trustee, and their respective representatives reasonable access to the books and records transferred to Purchaser pursuant to this Agreement during regular business hours and upon reasonable notice for the purpose of allowing such Seller or its successor, such Trustee, or their respective representatives to perform the duties necessary for the liquidation of each Debtor's Estate. To the extent reasonable required by any Seller, Purchaser shall make one or more of the Transferred Employees available to such Seller to assist in such Seller's wind-down of its Estate provided that such access does not unreasonably interfere with the conduct of the Business by Purchaser.

**6.5 Further Assurances.** At the Closing, Sellers shall, upon Purchaser's request, execute and deliver to Purchaser such other instruments of transfer as shall be reasonably necessary to vest in Purchaser title to the Acquired Assets and such other instruments as shall be reasonably necessary to evidence the assignment by Sellers and assumption by Purchaser of the Assigned Contracts, and each of Sellers, on the one hand, and Purchaser, on the other hand, shall use its commercially reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary under applicable Law, and execute and deliver such instruments and documents and to take such other actions, as may be required to consummate the Transactions at or after the Closing; provided that nothing in this Section 6.5 shall prohibit Sellers from ceasing operations or winding up their affairs following the Closing. In furtherance and not in limitation of the foregoing, in the event that any of the Acquired Assets shall not have been conveyed at Closing, Sellers shall use commercially reasonable efforts to convey such Acquired Assets to Purchaser as promptly as practicable after the Closing.

**6.6 Employee Matter.**

(a) At the Closing, Purchaser shall make, or shall cause an Affiliate of Purchaser to make, an offer of employment to each of the employees of ADL identified on Schedule 6.6(a) on terms substantially equivalent to their current terms of employment by ADL. Except as otherwise provided in the immediately preceding

sentence, Purchaser (or any Designated Entity) may (but is not obligated to) make offers of ongoing or short-term employment to any employee of a Seller in Purchaser's sole discretion (such employees who are hired by Purchaser or a Designated Entity, the "Transferred Employees"). Each Seller shall terminate the employment of all Transferred Employees employed by such Seller as of immediately prior to the Closing and reasonably assist Purchaser (or any Designated Entity) to effect the change of employment of such Transferred Employees as of the Closing in an orderly fashion. Purchaser's obligations under this Agreement are not conditioned upon any particular employees agreeing to employment with Purchaser. Sellers hereby agree that Purchaser's (or any Designated Entity's) employment of any Transferred Employee shall not violate the rights of any Seller or any of their Affiliates with respect to any noncompetition or similar restriction otherwise applicable to any Transferred Employee.

(b) The Sellers and Purchaser agree that with respect to the Transferred Employees, pursuant to the "Alternate Procedure" provided in Section 5 of Revenue Procedure 2004-53, with respect to the filing and furnishing of IRS Forms W-2, W-3, W-4 and W-5 and 941, (i) each Seller shall report, and Purchaser shall report, on a "predecessor-successor" basis as set forth therein, (ii) each Seller shall be relieved from furnishing Forms W-2 to Transferred Employees for the current calendar year, and (iii) Purchaser shall assume the obligations of each Seller to furnish such forms to such Transferred Employees for the full current calendar year; provided, that Seller timely provides Purchaser with all necessary payroll records for 2018.

(c) Except as otherwise expressly provided in Section 6.6(a), nothing in this Agreement shall constitute any commitment, Contract or understanding (expressed or implied) of any obligation on the part of Purchaser (or any Designated Entity) to a post-Closing employment relationship of any fixed term or duration or upon any terms or conditions other than those that Purchaser (or a Designated Entity) may establish pursuant to individual offers of employment.

(d) Nothing in this Agreement shall be deemed to prevent or restrict in any way the right of Purchaser (or a Designated Entity) to terminate, reassign, promote or demote any of the Transferred Employees after the Closing or to change adversely or favorably the title, powers, duties, responsibilities, functions, locations, salaries, future benefits, other compensation or terms or conditions of Purchaser's (or Designated Entity's) employment of such employees.

## 6.7 Tax Matters.

(a) All sales, use, transfer, stamp, conveyance, value added or other similar Taxes, duties, excises or governmental charges imposed by any Tax authority, domestic or foreign, and all recording or filing fees, notarial fees and other similar costs of Closing will be borne by Purchaser.

(b) Purchaser and Sellers agree to allocate the Purchase Price among the Acquired Assets for tax purposes as provided in Schedule 6.7(b). Purchaser and Sellers shall each file all Tax returns (and IRS Form 8594, if applicable) on the basis of such

allocation, as it may be amended with their mutual written consent, and no party shall thereafter take a Tax return position inconsistent with such allocation unless such inconsistent position shall arise out of or through an audit or other inquiry or examination by the Internal Revenue Service or other Governmental Body responsible for Taxes.

(c) Sellers acknowledge and agree that they are US Persons within the meaning of Internal Revenue Code Section 1445.

**6.8 Transaction-Related Documents.** In light of the fact that all Transaction-Related Documents are Excluded Assets, and notwithstanding any other provision hereof, each Seller and its designated representative shall have the right to cause the removal of any and all Transaction-Related Documents which may exist in any of the files of such Seller or on any of its computer systems. The parties hereto acknowledge that notwithstanding the foregoing, certain Transaction-Related Documents may inadvertently be or remain resident in the files or computer systems of a Seller following the Closing. Accordingly, Purchaser covenants and agrees that it shall not seek to access, review or copy any of such Transaction-Related Documents which may remain in any of the files of a Seller or on any of its computer systems, including its back-up, business continuity or archive systems, at any time, and shall promptly delete or destroy any of such Transaction-Related Documents of which it may become aware. In addition, at the written request of any Seller from time to time for so long as the Chapter 11 Case shall not have been discharged, Purchaser shall permit any Seller and its designated representatives reasonable access to Purchaser's facilities and systems, including its back-up, business continuity or archive systems, upon reasonable notice and during business hours, as necessary to access Transaction-Related Documents or other Acquired Assets for the limited purpose of removing or destroying any such Transaction-Related Documents or otherwise taking action necessary or appropriate in connection with the Chapter 11 Case, and shall cooperate with any Seller in connection therewith, and each Seller agrees to exercise such right in a manner reasonably designed to protect the confidentiality of Purchaser's information and to minimize interference with the operation of its business.

**6.9 Designation of Additional Excluded Assets or Assigned Contracts.** At any time prior to Closing, Purchaser may update Schedule 2.1(e)(i), effective upon delivery to Hobbico of written notice thereof, to remove or add any Contract identified on an earlier version thereof, in which case such Contract shall not be an Assigned Contract or will be an additional Listed Contract (which additional Listed Contract will become an Assigned Contract subject to any applicable requirements under the Bankruptcy Code applicable thereto). Further, at any time prior to Closing, Purchaser may designate any other asset of a Seller to be an Excluded Asset, but any such designation of an additional Excluded Asset shall be disregarded for purposes of calculating the Working Capital Adjustment. To the extent that (a) any Seller shall incur any cost or expense following the date hereof with respect to any Contract (i) which was initially listed on Schedule 2.1(e)(i), and (ii) which Purchaser subsequently elect to remove from Schedule 2.1(e)(i) as provided herein, and (b) such cost or expense could have been avoided if such Seller had rejected such Contract on the date hereof, Purchaser shall promptly reimburse such Seller for such cost or expense in immediately available funds promptly following such Seller's delivery to Purchaser of written notice thereof together with reasonable documentary evidence thereof.

**6.10 Duty to Turn Over Certain Payments Post-Closing.** If after Closing, any Seller or any of its lenders receives or collects, including pursuant to any lockbox arrangement, any amounts with respect to any Acquired Assets, including without limitation with respect to any Accounts Receivable included in the Acquired Assets, such payments will be held in trust by such Seller or such lender, and such party will not have any rights with respect thereto, and Sellers will (and will cause their lenders to) promptly pay over such received payment to Purchaser. Prior to Closing, Sellers and Purchaser shall enter into an agreement with Sellers' senior secured lender regarding termination of lockbox or similar arrangements as of Closing in accordance with customary practices with respect thereto.

**6.11 Purchase and Sales Orders.** Until the Closing Date no Seller shall (a) issue or become bound a purchase order for the sale of any goods or services on or after the date hereof other than in the ordinary course of the Business and consistent with past practice, or (b) accept or otherwise be bound by any sales order for the sale of goods or services other than in the ordinary course of the Business and consistent with past practice. Further, during such period, without Purchaser's prior written consent in each instance, no Seller shall make a prepayment under any purchase order if such prepayment would increase the Prepaid Purchase Order Amount under Section 2.6(a)(i), and in connection requesting such consent, a Seller shall identify the proposed vendor, the goods or services to be purchased, the purchase price and amount to be prepaid.

**6.12 Break-Up Fee.**

(a) Subject to approval of the Bankruptcy Court, Sellers shall pay the Break-Up Fee to Purchaser or, if applicable in accordance with Section 6.12(b), cause the Break-Up Fee to be paid to Purchaser, if and only if (i) Purchaser is not the winning bidder for the Acquired Assets, and does not purchase the Acquired Assets as the "Backup Bidder" in accordance with the Bidding Procedures Order, or (ii) one or more of the Sellers shall consummate an Alternative Transaction; provided that Purchaser shall not be entitled to such Break-Up Fee if Purchaser has materially breached its obligations under this Agreement.

(b) The Break-Up Fee shall be promptly paid by wire transfer of immediately available funds to an account designated in writing by Purchaser. If applicable, the Break-Up Fee shall be paid directly to Purchaser out of the purchase price paid by the winning bidder for all or substantially all of the Acquired Assets at closing of such winning bid's purchase, and Seller shall cause such payment to be made as a term of such winning bidder's purchase transaction.

(c) Purchaser's claim in respect to the Break-Up Fee shall constitute a super-priority administrative claim, senior to all other administrative claims against Seller, as administrative expenses under Sections 503, 507, 363 and 364 of the Bankruptcy Code in the Chapter 11 Case bankruptcy proceeding; except that the Break-Up Fee shall be subordinate to the Carve-Out and the administrative expense claims granted to, or in respect of, the Secured Parties and the Aggregate Debt (as each of such terms in this proviso are defined in the DIP Financing Order) pursuant to the DIP Financing Order.

- (d) Each of the parties acknowledges that:
- (i) the agreements set forth in this Section 6.12 are an integral part of the transactions contemplated by this Agreement;
  - (ii) the Break-Up Fee is not a penalty, but rather liquidated damages in a reasonable amount that will compensate Purchaser in the circumstances in which the Break-Up Fee is payable for the efforts and resources expended by Purchaser and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transaction contemplated hereby, which amount otherwise would be impossible to calculate with precision;
  - (iii) Purchaser would not have entered into this Agreement in the absence of the Sellers' obligations to pay or cause to be paid the Break-Up Fee; and
  - (iv) to the extent that all amounts due in respect to the Break-Up Fee have not actually been paid to Purchaser, Purchaser shall have additional recourse against Sellers for any liabilities relating to or arising from this Agreement.

#### **6.13 Transition Services Agreement.**

(a) Sellers and Purchaser agree to negotiate in good faith prior to Closing the terms of a transition services agreement (the "Transition Services Agreement") among Sellers and Purchaser, which may address transition matters as mutually agreed, provided that any such transition services to be provided thereunder (i) will be at fully burdened cost, as commercially reasonably determined, but without a profit markup, (ii) will not require Purchaser (without its prior written consent) to provide any transition services that are beyond the scope and type of services that a Seller provided to its business units or Affiliates prior to the commencement of the Chapter 11 Case, or for a period beyond ninety (90) days after the Closing Date, or (iii) impose any material liability on Seller (other than for its intentional misconduct by Purchaser) with respect to any transition services.

(b) The Transition Services Agreement may also require Purchaser to provide services on the terms referenced above to a purchaser or purchasers of Excluded Assets or of assets of Sellers' Affiliates receiving (or providing, as applicable) transition services, all as mutually agreed. Without limiting the generality of the foregoing, Purchaser acknowledges that one or more Sellers may have entered into or may hereafter enter into one or more transition services agreements with one or more third party purchasers of some or all of such Seller's or its Affiliates' assets which are not Acquired Assets, pursuant to which a Seller may undertake to provide to such third party certain transition services of the type referenced above for a period of time not to exceed ninety (90) days commencing on the date of such sale (but not beyond six months from Closing) for which certain of the Acquired Assets are required (such as IT systems). At Hobbico's written request delivered to Purchaser during such period, Purchaser shall not

unreasonably withhold its consent to a request by Hobbico for any such third party purchaser to become a party to the Transition Services Agreement (or, if Purchaser so consents, which consent will not be unreasonably withheld, for Purchaser to assume the obligations of any such Seller under any such transition services agreement with a third party provided that the terms thereof impose no greater obligations on Purchaser than those set forth in the Transition Services Agreement.

**6.14 Completion of Schedules.** Purchaser and Sellers acknowledge that, notwithstanding anything to the contrary set forth herein, as of the date of the execution of this Agreement the Schedules intended to be attached hereto have yet to be finalized and attached hereto. Accordingly, Purchaser and Sellers covenant and agree that they shall act reasonably and in good faith to assure that all such Schedules shall be completed and agreed upon no later than 11:00 a.m. Central Time on Tuesday, March 27, 2018, as evidenced by the mutual written agreement of such parties.

**6.15 Certain Post-Closing Payments by Sellers.** Sellers covenant and agree that from the Purchase Price paid at Closing, (a) Sellers will set aside a sufficient amount of funds, and will pay within thirty (30) days after Closing those trade payables of Sellers related to the Business arising after the Initial Petition Date (with respect to any Seller other than ADL) or after the ADL Petition Date (solely with respect to ADL) and prior to the Closing, and (b) Sellers shall pay the compensation owing to employees of the Business which is accrued and unpaid as of the Closing Date in the ordinary course of business in accordance with its normal payroll practices, except as may otherwise be required under applicable state law, subject to any applicable limitations under the Bankruptcy Code.

## ARTICLE VII TERMINATION; EFFECT OF TERMINATION

**7.1 Termination.** This Agreement may, by notice given prior to or at the Closing be terminated:

- (a) by mutual consent of Purchaser and Sellers;
- (b) by either Purchaser or Sellers:

(i) if the Bankruptcy Court rules that it does not approve this Agreement for any reason or if a Governmental Body issues a final, non-appealable ruling or Final Order permanently prohibiting the Transactions, *provided, however*, that the right to terminate this Agreement pursuant to this Section 7.1(b)(i) shall not be available to any party whose breach of any of its representations, warranties, covenants or agreements contained herein results in such ruling or Final Order;

(ii) if the Closing shall not have occurred by the close of business on May 15, 2018 (the "Outside Date"); *provided* that the right to terminate this Agreement pursuant to this Section 7.1(b)(ii) shall not be available to any party whose breach of any of its representations, warranties, covenants or agreements

contained herein results in the failure of the Closing to be consummated by such time;

(iii) if (A) the Sale Hearing is not held on or before April 15, 2018, 2018; *provided, however*, if the Sale Hearing is delayed due to the Bankruptcy Court's unavailability, the next Business Day on which the Bankruptcy Court is available, or (B) the Bankruptcy Court has not entered the Approval Order on or before April 16, 2018; *provided, however*, if approval of the Approval Order is delayed due to the Bankruptcy Court's unavailability, the next Business Day on which the Bankruptcy Court is available;

(iv) if the Approval Order is vacated; or

(v) if Sellers (A) file any stand-alone plan of reorganization or liquidation that does not contemplate, the implementation or consummation of, the Transactions or (B) consummate an Alternative Transaction, including the transfer of the Acquired Assets to the Successful Bidder; or

(c) by Purchaser:

(i) in the event of any breach by any Seller of any of its material agreements, covenants, representations or warranties contained herein that would result in the failure of a condition set forth in Article III to be satisfied, and the failure of Sellers to cure such breach by the earlier of (A) the Outside Date, and (B) the date that is ten (10) days after receipt of a Purchaser Termination Notice; *provided, however*, that (1) Purchaser is not in breach of any of its representations, warranties, covenants or agreements contained herein in a manner that would result in the failure of a condition set forth in Article III to be satisfied, (2) Purchaser notifies Sellers in writing (the "Purchaser Termination Notice") of its intention to exercise its rights under this Section 7.1(c)(i) as a result of the breach, and (3) Purchaser specifies in the Purchaser Termination Notice the representation, warranty, covenant or agreement contained herein of which Sellers are allegedly in breach and the specific facts giving rise to such allegation of breach;

(ii) if the Chapter 11 Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and neither such dismissal nor conversion expressly contemplates the consummation of the Transactions; or

(iii) if any conditions to the obligations of Purchaser set forth in Article III shall have become permanently incapable of fulfillment other than as a result of a breach by Purchaser of any covenant or agreement contained in this Agreement; or

(d) by Sellers:

(i) except as provided in Section 7.1(d)(ii), in the event of any breach by Purchaser of any of its agreements, covenants, representations or warranties

contained herein that would result in the failure of a condition set forth in Article III to be satisfied, and the failure of Purchaser to cure such breach by the earlier of (A) the Outside Date, and (B) the date that is ten (10) days after receipt of the Sellers Termination Notice; *provided, however*, that Sellers (1) are not themselves in material breach of any of their representations, warranties, covenants or agreements contained herein, (2) notify Purchaser in writing (a “*Sellers Termination Notice*”) of their intention to exercise their rights under this Section 7.1(d)(i) as a result of the breach, and (3) specify in the Sellers Termination Notice the representation, warranty, covenant or agreement contained herein of which Purchaser is allegedly in breach and the specific facts giving rise to such allegation of breach; or

(ii) if the Approval Order with respect to the Transactions has been entered and is not subject to any stay on enforcement and (A) Sellers have provided Purchaser with written notice that they are prepared to consummate the Transactions, (B) the conditions to Closing in Article III have been satisfied (or waived by Purchaser), other than those conditions that by their nature can only be satisfied at Closing, and (C) the Closing Date does not occur within three (3) Business Days of Sellers providing Purchaser with such notice.

**7.2 Effect of Termination.** If this Agreement is terminated pursuant to Section 7.1, then (a) Purchaser shall have no Liability or obligations under this Agreement except for the possible forfeiture of the Deposit on the terms and conditions set forth in Section 7.3, and (b) Sellers shall not have any Liabilities under this Agreement other than the payment of the Break-Up Fee if and to the extent provided in Section 6.12 and to cause the return of the Deposit, provided, however, that the obligations in Section 8.2 shall survive.

**7.3 Deposit.** If Sellers terminate this Agreement pursuant to Section 7.1(d)(i) with respect to a breach by Purchaser, then the Deposit (together with any interest and income thereon) shall be forfeited to Sellers (as Sellers’ sole and exclusive remedy with respect thereto). If this Agreement is terminated pursuant to Section 7.1 for any other reason, the Deposit (together with any interest and income thereon) shall be returned to Purchaser.

## ARTICLE VIII GENERAL PROVISIONS

**8.1 “As Is”, “Where Is”, and “With all Faults” Transaction.** PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE IV, SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ACQUIRED ASSETS, INCLUDING (A) FINANCIAL PROJECTIONS, REVENUES, PROFITS OR INCOME TO BE DERIVED OR COSTS OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE ACQUIRED ASSETS, (B) THE PHYSICAL CONDITION OF ANY ACQUIRED ASSETS, (C) THE ENVIRONMENTAL CONDITION OR OTHER MATTERS RELATING TO THE PHYSICAL CONDITION OF THE REAL PROPERTY, (D) THE ZONING OF THE REAL PROPERTY, (E) THE VALUE OF THE ACQUIRED ASSETS OR ANY PORTION THEREOF, (F) THE TRANSFERABILITY OF THE



ACQUIRED ASSETS, (G) THE TERMS, AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES, (H) TITLE TO ANY OF THE ACQUIRED ASSETS OR ANY PORTION THEREOF, (I) THE MERCHANTABILITY OR FITNESS OF THE ACQUIRED ASSETS OR ANY PORTION THEREOF FOR ANY PARTICULAR PURPOSE, OR (J) ANY OTHER MATTER OR THING RELATING TO THE ACQUIRED ASSETS OR ANY PORTION THEREOF. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF ALL ACQUIRED ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ACQUIRED ASSETS AS PURCHASER DEEMS NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE ACQUIRED ASSETS, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION IV, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, PURCHASER WILL ACCEPT THE ACQUIRED ASSETS AT THE CLOSING “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS.”

**8.2 Transaction Expenses.** Except as expressly provided for herein, each party shall pay all fees, costs and expenses incurred by it with respect to this Agreement, whether or not the Transactions are consummated.

**8.3 Certain Interpretive Matters and Definitions.** Unless the context requires, (a) references to the plural include the singular and references to the singular include the plural, (b) references to any gender includes the other gender, (c) the words “include,” “includes” and “including” do not limit the preceding terms or words and shall be deemed to be followed by the words “without limitation”, (d) the terms “hereof”, “herein”, “hereunder”, “hereto” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and (e) all references to Sections, Articles, Exhibits or Schedules are to Sections, Articles, Exhibits or Schedules of or to this Agreement.

**8.4 Termination of Representation and Warranties.** The representations and warranties of the parties set forth in this Agreement shall terminate and be of no further force or effect after the Closing.

**8.5 Amendment.** This Agreement may be amended or modified in whole or in part at any time by an agreement in writing among the parties.

**8.6 Waiver.** The waiver by a party of a breach of any covenant, agreement, condition or undertaking contained herein shall be made only by a written waiver in each case. No waiver of any breach of any covenant, agreement, condition or undertaking contained herein shall operate as a waiver of any prior or subsequent breach of the same covenant, agreement, condition or undertaking or as a waiver of any breach of any other covenant, agreement, condition or undertaking.

**8.7 Notices.** All notices, request and other communications hereunder will be deemed to have been duly given if delivered personally, by an established overnight delivery company, or by certified or registered mail, postage prepaid, return receipt requested as follows:

If to any Seller: Mr. Thomas O'Donoghue  
Chief Restructuring Officer  
c/o Hobbico, Inc.  
2904 Research Road  
Champaign, Illinois 61822

with a copy to: Bruce A. Fox, Esq.  
Neal, Gerber & Eisenberg LLP  
2 North LaSalle Street, Suite 1700  
Chicago, Illinois 60602

If to Purchaser: Mr. Joseph M. Ambrose, CEO  
Horizon Hobby, LLC  
4105 Fieldstone Road  
Champaign, IL 61822

with a copy to: Fredrikson & Byron, P.A.  
200 South Sixth Street, Suite 4000  
Minneapolis, MN 55402  
Attention: Clint Cutler; Simon Root

or to such other address as may hereafter be designated by a party by the giving of notice in accordance with this Section 8.7. All notices, request or other communications shall be deemed given when actually delivered personally or by an established overnight delivery company or upon actual receipt if delivered by certified or registered mail, postage prepaid, return receipt requested.

**8.8 Jurisdiction.** The parties agree that the Bankruptcy Court shall retain exclusive jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement or the implementation or breach hereof.

**8.9 Governing Law.** To the extent not governed by the Bankruptcy Code, this 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 of laws.

**8.10 Damages.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOSS OF PRODUCTION OR OTHER DAMAGES ATTRIBUTABLE TO BUSINESS INTERRUPTION) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

**8.11 Time is of the Essence.** Time is of the essence in this Agreement, and all of the terms, covenants and conditions hereof.

**8.12 Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part

of such provision, and the validity, legality and enforceability of all other provisions hereof or thereof, shall not be affected thereby.

**8.13 Titles and Headings.** Titles and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

**8.14 Assignment; Successors and Assigns.** This Agreement and the rights, duties and obligations hereunder may not be assigned by any party without the prior written consent of the other party, and any attempted assignment without consent shall be void. Subject to this Section 8.14, this Agreement and the provisions hereof shall be binding upon each of the parties, their successors and permitted assigns.

**8.15 No Third-Party Rights.** The parties do not intend to confer any benefit hereunder on any Person other than the parties hereto.

**8.16 Confidentiality Agreement.** The parties acknowledge that, except as otherwise provided herein, the Confidentiality Agreement dated as of [●], between Purchaser and Hobbico shall remain in full force and effect during the term specified therein. Notwithstanding the foregoing, the parties further acknowledge that, effective as of the Closing, the provisions of the Transition Service Agreement may address the parties' obligations thereunder regarding confidentiality, including as to the Business and the Excluded Business.

**8.17 Entire Agreement.** This Agreement, the Ancillary Agreements and the Confidentiality Agreement constitute the entire agreement between the parties regarding the subject matter hereof and no extrinsic evidence whatsoever may be introduced in any proceeding involving this Agreement, the Ancillary Agreements or the Confidentiality Agreement.

**8.18 Execution of this Agreement.** This 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 Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

*(Signatures appear on following page)*

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement as of the date and year first written above.

**SELLERS:**

HOBBICO, INC., an Illinois corporation

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

TOWER HOBBIES, INC., an Illinois corporation

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

GREAT PLANES MODEL MANUFACTURING, INC., an Illinois corporation

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

AXIAL R/C, INC., a California corporation

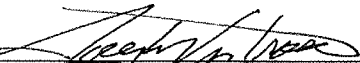
By: Thomas S. O'Donoghue Jr.  
Name: Thomas S. O'Donoghue, Jr.  
Title: Chief Restructuring Officer

ARRMA DURANGO LIMITED, a company organized under the laws of the United Kingdom

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

**PURCHASER:**

HORIZON HOBBY, LLC a Delaware limited liability company

By:   
Name: JOSEPH M. AMBROSE  
Title: CEO

**DISCLOSURE SCHEDULES**

by and among

**HOBBICO, INC.  
TOWER HOBBIES, INC.  
GREAT PLANES MODEL MANUFACTURING, INC.  
AXIAL R/C INC.  
ARRMA DURANGO LIMITED**

as Sellers

and

**HORIZON HOBBY, LLC**

as Purchaser

**as of March 23, 2018**

## SCHEDULES

Schedule 1.1(i)	Champaign Owned Real Estate
Schedule 1.1(ii)	Specified Commercial Tort Claims
Schedule 2.1(e)(i)	Certain Listed Contracts
Schedule 2.1(e)(ii)	Open Purchase Orders
Schedule 2.2(a)	Traxxas Alleged Infringing Assets
Schedule 2.2(b)	Excluded Inventory
Schedule 2.2(c)	Excluded Accounts Receivable
Schedule 2.2(d)	Excluded Equipment
Schedule 2.2(g)	Excluded Bank Accounts
Schedule 2.2(v)	Certain Other Excluded Assets
Schedule 2.6(a)(i)	Prepaid Purchase Order Amount
Schedule 4.3	No Defaults
Schedule 4.4	Other Seller Consents
Schedule 6.6(a)	ADL Employees
Schedule 6.7(b)	Purchase Price Allocation Schedule

**SCHEDULE 1.1(i)**

**Champaign Owned Real Estate**

**PARCEL 1**

Units 1, 2, 3, 4, 5, 6, 7 and 8 of 3000 North, an industrial condominium, as delineated on the survey attached as Exhibit "B" to the Declaration of Condominium recorded December 30, 1981 in Book "Z" at Page 200 as Document 81R19434, as amended from time to time, together with its undivided percentage interest in the common elements, situated in Champaign County, Illinois.

Permanent Index Numbers:

41-14-35-100-032 (Affects Unit 1)  
41-14-35-100-033 (Affects Unit 2)  
41-14-35-100-034 (Affects Unit 3)  
41-14-35-100-035 (Affects Unit 4)  
41-14-35-100-036 (Affects Unit 5)  
41-14-35-100-037 (Affects Unit 6)  
41-14-35-100-038 (Affects Unit 7)  
41-14-35-100-039 (Affects Unit 8)

**PARCEL 2**

That part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 35, Township 20 North, Range 8 East of the Third Principal Meridian, in Champaign County, Illinois, described as follows:

Commencing at the Southwest corner of the North  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 35, Township 20 North, Range 8 East of the Third Principal Meridian in Champaign County, Illinois; thence North 00 degrees 38 minutes West along the West line of said Section 35, a distance of 432.01 feet; thence North 89 degrees 22 minutes East a distance of 585.60 feet; thence North 0 degrees 38 minutes West a distance of 30.00 feet to Point A, the true point of beginning; thence North 89 degrees 22 minutes East, a distance of 200.00 feet; thence North 0 degrees 38 minutes West a distance of 435.60 feet; thence South 89 degrees 22 minutes West a distance of 200.00 feet; thence South 0 degrees 38 minutes East a distance of 435.60 feet to the point of beginning, in Champaign County, Illinois.

Permanent Index Number: 41-14-35-303-001



**PARCEL 3**

The South 435.60 feet of Interstate Research Park Lot 16 Subdivision, as recorded in Plat Book "Z", Page 26, in the Recorder's Office of Champaign County, Illinois, situated in the City of Champaign, County of Champaign, State of Illinois.

Permanent Index Number: 41-14-35-303-002

**PARCEL 4**

Lot 2 of Replat of Interstate Research Park Lot 15 Subdivision, except Portion "A" thereof, as per plat recorded January 23, 2003 as Document No. 2003R3446, in Champaign County, Illinois.

Permanent Index Number: 41-14-35-100-088

**PARCEL 5**

The North 380.80 feet of the South 816.40 feet of Interstate Research Park Lot No. 16, in Champaign County, Illinois, except the West 200 feet thereof, in Champaign County, Illinois.

Permanent Index Number: 41-14-35-100-047

**PARCEL 6**

A tract of land being a part of Interstate Research Park Lot No. 16 in Champaign County, Illinois, described as follows:

Beginning at the Southeast corner of Lot E of a subdivision of part of Interstate Research Park Lot 16; thence South 89 degrees 22 minutes 00 seconds West 300.03 feet along the South line of said Lot E and the South line of Lot D of a subdivision of part of Interstate Research Park Lot No. 16 to the true point of beginning; thence South 89 degrees 22 minutes 00 seconds West 200.34 feet along the South line of said Lot D to the East right-of-way line of Research Road; thence South 00 degrees 41 minutes 46 seconds East 380.90 feet along the East right-of-way line of Research Road to a point being 435.60 feet North of the North Right-of-Way line of Interstate Drive; thence North 89 degrees 20 minutes 32 seconds East 200.00 feet parallel with the North right-of-way line of Interstate Drive to a point being 300.03 feet West of the East line of Lot 16 of Interstate Research Park Lot 16; thence North 00 degrees 38 minutes 42 seconds West 380.81 feet parallel to the East line of Lot 16 of Interstate Research Park Lot 16 to the true point of beginning.

Permanent Index Number: 41-14-35-100-068

**SCHEDULE 1.1(ii)**

**Specified Commercial Tort Claims**

Any and all Commercial Tort Claims of Sellers and their respective successors and assigns (or any of them) arising out of, or related to, that certain litigation between Hobbico, Inc. and Arrma Durango Ltd., on the one hand as defendants, and Traxxas, L.P., on the other hand as plaintiff, filed in the District Court for the Eastern District of Texas (Marshall Division), Case No. 2:16-cv-768-JRG-RSP, and any other litigation with Traxxas, L.P. or any of its affiliates (collectively, the "Traxxas Litigation").

Any and all Commercial Tort Claims of Sellers and their respective successors and assigns (or any of them) arising out of, or related to, any Seller's failure to (i) schedule in that certain Third Amended and Restated Credit Agreement, dated as of July 11, 2014 (the "Credit Agreement") among Sellers, certain of their Affiliates, Wells Fargo Bank, National Association, a national banking association, in its capacity as administrative agent (the "Administrative Agent"), and certain lenders thereunder (the "Lenders"), and any other Loan Documents (as such term is defined in the Credit Agreement), (ii) disclose or otherwise make Administrative Agent and the Lenders (or any of them) aware of, or (iii) take other required action under the Loan Documents due to the existence of, the Traxxas Litigation, or any action or omission of any director, officer, employee, agent, or representative of any Seller in connection therewith or relating thereto.

**SCHEDULE 2.1(e)(i)****Certain Listed Contracts**

<b>DEBTOR CONTRACT ID</b>	<b>NON-DEBTOR COUNTERPARTY</b>
1009	KNIFE EDGE SOFTWARE (KES)
1011	LOCKHEED MARTIN CORPORATION
1012	ASSOCIATED INTEGRATED SUPPLY CHAIN SOLUTIONS
1013	DIGITAL COPY SYSTEMS, LLC
1015	BAZAAR VOICE
1022	THE WEAK SIGNALS R/C CLUB
1023	COSCO SHIPPING LINES CO, LTD
1040	ITCANFLY, LLC
1042	NO COAST DESIGN LLC
1043	CUMMINS CROSSPOINT LLC
1045	AVAYA
1050	ASSOCIATED INTEGRATED SUPPLY CHAIN SOLUTIONS
1051	ASSOCIATED INTEGRATED SUPPLY CHAIN SOLUTIONS
1052	ASSOCIATED INTEGRATED SUPPLY CHAIN SOLUTIONS
1053	MAXON
1054	MAXON
1055	MAXON
1056	TRUSTWAVE HOLDINGS
1057	ARPEGGIO SOFTWARE
1058	TOWNSEND SECURITY
1059	DELL
1060	DELL
1061	ACRONIS

1062	OPENTEXT
1063	LRS
1064	DELL
1065	DELL
1067	DELL
1068	SCHNIDER ELECTRIC
1069	CISCO/SHI
1070	VERITAS
1071	REDSKY
1072	MICROTEL
1073	SHI
1074	CISCO/CDW
1075	MICROSOFT
1076	COGNOS PIER 1/SERVERBEACH
1077	DELL
1088	AVAYA
1079	BARRACUDA
1080	SHI
1081	TRENDMICRO
1083	STRATEGIC MOBILITY GROUP
1085	DELL
1086	VEEAM
1087	DELL
1088	AVAYA
1093	CARDINAL COMMERCE
4001	CARDINAL COMMERCE
5001	DOCRAPTOR
5002	ESET
5003	GS1 UK
5004	NET THREAT
5005	PIB INSURANCE BROKERS
5006	PLUSNET TECHNOLOGIES LTD
5007	SCOTTISH WIDOWS
5008	SIMPLY HEALTH
5009	SMITH COOPER SYSTEM PARTNERS
5010	TAMWORTH OFFICES LIMITED
5011	UK2
5012	VITALITY HEALTH INSURANCE
6001	ALDERSON FAMILY TRUST
6002	ALDERSON FAMILY TRUST

6005	JAKE HALLENBECK
6006	GENERAL MOTORS LLC
6007	CURRIE ENTERPRISES/CASEY CURRIE MOTORSPORTS
6008	FELD MOTOR SPORTS, INC.
6009	GENERAL MOTORS LLC
6010	AIRCRAFT RUBBER MANUFACTURING, INC. D/B/A FUEL SAFE SYSTEMS
6011	AOE4X4 / AMERICAN OVERLAND EXPEDITION
6012	AREA BFE
6013	BAJA DESIGNS INC.
6014	BOMBARDIER RECREATIONAL PRODUCTS INC. ("BRP)
6015	BULLDOG WINCH COMPANY LLC
6016	CBM MOTORSPORTS LLC
6017	CBR PERFORMANCE PRODUCTS INC.
6018	CHASSIS UNLIMITED INC.
6019	CONTINENTAL TIRE THE AMERICAS, LLC
6020	DANA LIMITED
6021	EATON CORPORATION
6022	ENERSYS AFFILIATED COMPANIES,
6023	FINISH LINE MARKETING/HAWK PERFORMANCE
6024	HANKOOK TIRE AMERICA CORP.
6025	ICON VEHICLE DYNAMICS
6026	JCR OFFROAD INC.
6027	KAMM INDUSTRIES INC. D/B/A PRP SEATS
6028	KING SHOCK TECHNOLOGY, INC.
6029	MAGNAFLOW
6030	MAXIMUM TRANSMISSIONS INC.
6031	MAXXIS INTERNATIONAL
6032	MAXXIS INTERNATIONAL
6033	MIDWEST TRUCK AND AUTO PARTS INC. D/B/A MOTIVE GEAR
6034	NAVICO INC.
6035	NITRO GEAR AND AXLE
6036	NOTCH CUSTOMS LLC
6037	OVERLAND JOURNAL
6038	PCI RACE RADIOS INC.
6039	POISON SPYDER CUSTOMS INC.
6040	PRECISION DESIGNS "SPOD"
6041	PRO COMP INC.
6042	RANCHO DRIVETRAIN ENGINEERING INC.
6043	RIGID INDUSTRIES
6044	RUBICON EXPRESS INC.
6045	SUMITOMO RUBBER INDUSTRIES, LTD.
6046	THE KHATEL

6047	TRAIL READY PRODUCTS LLC
6048	TREK ARMOR INC.
6049	WALKER EVANS RACING
6050	WHEELPROS LLC
6051	WILWOOD ENGINEERING
6052	WURTON LLC
6053	YOTAMASTERS INC.
6054	HAMMERKING PRODUCTIONS, INC./ULTRA4 RACING TOUR
6055	SCORE INTERNATIONAL
6056	BOMBER FABRICATION
6057	SMART SYSTEMS TECHNOLOGIES
6058	CENTURY BUSINESS SOLUTIONS
6059	CENTURY BUSINESS SOLUTIONS
6061	SAGE

]

**SCHEDULE 2.1(e)(ii)**

**Open Purchase Orders**

A full digital file of open purchase orders, labeled as Schedule 2\_1eii Open Purchase Orders 032618.xls, dated as of a date which is no more than 7 days prior to the date of execution hereof, and organized by vendor, is being separately provided to Purchaser as **Schedule 2.1(e)(ii)**.

**SCHEDULE 2.2(a)****Traxxas Alleged Infringing Assets**

<b><u>SKU</u></b>	<b><u>Accused Instrumentality</u></b>
AR320169	Radio/Receiver Box Sets
AR320248	Radio/Receiver Box Sets
AR320011	Radio/Receiver Box Sets
AR106009	Nero 6S BLX
AR106011	Nero 6S BLX
AR106017	Nero Big Rock 6S BLX
AR106020	Fazon 6S BLX
AR102602	RAIDER MEGA BRSHD NIMH
AR102656	RAIDER MEGA BRSHD NIMH
AR102601	VORTEKS MEGA BRSHD NIMH
AR102655	VORTEKS MEGA BRSHD NIMH
AR102603	GRANITE MEGA BRSHD NIMH
AR102604	GRANITE MEGA BRSHD NIMH
AR102657	GRANITE MEGA BRSHD NIMH
AR102605	FURY MEGA WITH NIMH
AR102606	FURY MEGA WITH NIMH
AR102651	FURY MEGA WITH NIMH
AR102613	RAIDER BLS WITH NIMH
AR102614	RAIDER BLS WITH NIMH
AR102611	VORTEKS BLS WITH NIMH
AR102612	VORTEKS BLS WITH NIMH
AR102615	GRANITE BLS WITH NIMH
AR102616	GRANITE BLS WITH NIMH
AR102617	FURY BLS WITH NIMH
AR102618	FURY BLS WITH NIMH
AR102660	AR102660 GRANITE BLX W/O BATT
AR106002	TYPHON 6S BLX 1/8 4WD RTR
AR106013	TYPHON 6S BLX 1/8 4WD RTR
AR106015	KRATON 6S BLX 1/8 4WD RTR
AR106018	KRATON 6S BLX 1/8 4WD RTR
AR106014	TALION 6S BLX 1/8 RTR
AR102654	SENTON 6S 4WD SC BLX
AR106007	SENTON 6S 4WD SC BLX
AR106021	AR106021 OUTCAST TRK SLVR
AR102646	RAIDER XL BLX W/4600
AR102626	GRANITE BLX W/NIMH
AR102627	FURY BLX 2WD W/NIMH
AR102661	2016 FURY BLX W/O BATT RTR
AR106005	KRATON 6S BLX 1/8 4WD RTR
AR106006	KRATON 6S BLX 1/8 4WD RTR



AR106003	TALION 6S BLX 1/8 RTR
AR106027	OUTCAST 6S STUNT TRK 1/8 4WD
AR102642	1/8 RAIDER XL MEGA 2WD
AR102662	RAIDER XL BLX W/O BATT 2WD RTR
DIDE02BB	Dromida Ominus
DIDE02RR	Dromida Ominus
DIDE02YY	Dromida Ominus
DIDE03BB	Dromida Vista UAV
DIDE03GG	Dromida Vista UAV
DIDE03RR	Dromida Vista UAV
DIDE03WW	Dromida Vista UAV
DIDE04NN	Dromida Vista FPV
DIDE04YY	Dromida Vista FPV
DIDE04BB	Dromida Vista FPV
DIDE04GG	Dromida Vista FPV
DIDE05BB	Dromida XL UAV
DIDE05GG	Dromida XL UAV
DIDE05RR	Dromida XL UAV
DIDE05NN	Dromida XL UAV
DIDE06BB	Dromida XL FPV
DIDE06GG	Dromida XL FPV
DIDE06RR	Dromida XL FPV
DIDE06NN	Dromida XL FPV
AR340092	Steering Parts Set
DIDE1183	LED Arm Covers
DIDE1184	LED Arm Covers
DIDE1185	LED Arm Covers
DIDE1186	LED Arm Covers
DIDM1110	E-Boards
DIDM1111	E-Boards
DIDM1112	E-Boards
DIDM1113	E-Boards
DIDM1214	E-Boards
DIDM1215	E-Boards

**SCHEDULE 2.2(b)**

**Excluded Inventory**

A full digital file of the Excluded Inventory, labeled as Schedule 2\_2b Excluded Inventory 032618.xls, dated as of a date which is no more than 7 days prior to the date of execution hereof, and organized by SKU numbers, is being separately provided to Purchaser as **Schedule 2.2(b)**.

**SCHEDULE 2.2(c)****Excluded Accounts Receivable**

<b>Intercompany Receivables</b>							
<b>Div + Customer #</b>	<b>Div</b>	<b>Customer #</b>	<b>Customer Name</b>	<b>Amt. Due</b>	<b>Due Date</b>	<b>Inv. #</b>	<b>Invoice Date</b>
GP 6173	GP	6173	REVELL GMBH	<del>(\$10.98)</del>	0001-01-01	R534620	1/5/17
UM 9000	UM	9000	UNITED MODEL	\$63.28	3/23/18	7892721	2/21/18
UM 9000	UM	9000	UNITED MODEL	\$20.54	3/31/18	7893976	3/1/18
UM 9000	UM	9000	UNITED MODEL	\$24.64	3/31/18	7894058	3/1/18
UM 9876	UM	9876	ESTES-COX CORPORATION	\$171.36	3/9/18	A024086	2/7/18
UM 9876	UM	9876	ESTES-COX CORPORATION	<del>(\$1.20)</del>	0001-01-01	C033122	11/2/15
UM 9876	UM	9876	ESTES-COX CORPORATION	<del>(\$0.02)</del>	0001-01-01	C034402	7/19/17
UM 9876	UM	9876	ESTES-COX CORPORATION	<del>(\$0.30)</del>	0001-01-01	C034453	9/18/17
UM 9876	UM	9876	ESTES-COX CORPORATION	<del>(\$1,019.95)</del>	0001-01-01	C034537	11/2/17
UM 9876	UM	9876	ESTES-COX CORPORATION	\$171.38	2/16/18	7889220	1/17/18

All of the rights, claims and defenses available to the Sellers and their respective successors and assigns (or any of them) arising out of or relating to accounts receivable from TTSolutions Inc. or Thunder Tiger Corporation, each of Taiwan (collectively, “TTS”) in existence as of the Initial Petition Date (the “Pre-Petition TTS Receivables”) are subject to the terms of that certain letter dated March 21, 2018 from Hobbico to TTS (the “TTS Critical Vender Letter”).

**SCHEDULE 2.2(d)****Excluded Equipment**

1. All of the Equipment located at 1606 North Beverly Drive, Urbana, Illinois.
2. All of the Equipment located at 704 West Bradley Avenue, Urbana, Illinois.
3. All of the Equipment located at 706 West Bradley Avenue, Urbana, Illinois.
4. All of the following additional Equipment:

**GPMM (North end of building at 3002 Apollo Drive, Champaign, Illinois)**

<b>Qty</b>	<b>Desc</b>
185	22 ft. High Frames
1442	96" Pallet Rack Beams
2	Small Set of Lockers
1	PC & Printer
13	Homemade Older Work Surfaces
1	Several Rubber Floor Mats
7	Revolving (electrical) Manufacturing Tables
22	4-Foot Sections of Small Parts Racking
1	Fax Machine
80	Ft of Powered Belt Conveyor

**Revell (Mid section of building at 3002 Apollo Drive, Champaign, Illinois)**

2	3-M Case Sealers
349	22 ft Frames
40	Ft Powered Conveyor with API Overwrap and Heat Tunnel
4456	96" Pallet Rack Beams
1	Raymond SA Turret Lift with Charger
1	Raymond Order Picker Lift with Charger
1	Double Electric Pallet Jacks
3	Sets of Medium Employee Lockers
4	PC's
1	Time Clock
1	Ice dispenser
1	Refrigerator
1	Toyota Electric Pallet Jack
1	Entire Small Package Manifest System
2	Network Printers
1	Skate Conveyor
1	Small Package Ball Scale
12	Hand Pallet Jacks
2	Equipto Dock Tables
1	Landtech Pallet Wrapper

**UM (South end of building at 3002 Apollo Drive, Champaign, Illinois)**

- 2762 96" Pallet Rack Beams
- 70 Pallet Rack Frames
- 11 Equipto 8 Ft Work Station with Side Storage for Packing Boxes
- 1 Powered conveyor

**Atkins Group Property located at 3002 Apollo Drive, Champaign, Illinois**

- 20 96" Pallet Rack Beams
- 350 Pallet Rack Frames

**SCHEDULE 2.2(g)****Excluded Bank Accounts**

<b>ACCOUNT HELD BY</b>	<b>LAST FOUR DIGITS OF ACCOUNT</b>	<b>BANK</b>	<b>ADDRESS</b>	<b>TYPE OF ACCOUNT</b>
Hobbico, Inc.	8089	Wells Fargo, N.A.	P.O. Box 63020 San Francisco, CA 94163	Master Operating Account (Disbursements)
Hobbico, Inc.	4929	Wells Fargo, N.A.	P.O. Box 63020 San Francisco, CA 94163	Controlled Disbursement Account
Hobbico, Inc.	5253	Wells Fargo, N.A.	P.O. Box 63020 San Francisco, CA 94163	Master Collection Account
Hobbico, Inc.	8063	Wells Fargo, N.A.	P.O. Box 63020 San Francisco, CA 94163	Reno, NV Account w/DACA
Hobbico, Inc. (Reno, NV)	0831	Wells Fargo, N.A.	P.O. Box 63020 San Francisco, CA 94163	Controlled Disbursement Account
Hobbico, Inc.	7442	Busey Bank	502 W. Windsor Rd. Champaign, IL 61820	Checking
Hobbico, Inc.	3793	JPMorgan Chase Bank, N.A.	201 W. University Ave. Champaign, IL 61820	Checking
Axial R/C Inc.	8014	Wells Fargo, N.A.	P.O. Box 63020 San Francisco, CA 94163	Collection Account w/DACA
Axial R/C Inc.	6798	Wells Fargo, N.A.	P.O. Box 63020 San Francisco, CA 94163	Operating Account
Axial R/C Inc.	8166	Wells Fargo, N.A.	P.O. Box 63020 San Francisco, CA 94163	Controlled Disbursement Account

<b>ACCOUNT HELD BY</b>	<b>LAST FOUR DIGITS OF ACCOUNT</b>	<b>BANK</b>	<b>ADDRESS</b>	<b>TYPE OF ACCOUNT</b>
Great Planes Model Manufacturing, Inc.	8055	Wells Fargo, N.A.	P.O. Box 63020 San Francisco, CA 94163	Collection Account w/DACA
Great Planes Model Manufacturing, Inc.	7842	Wells Fargo, N.A.	P.O. Box 63020 San Francisco, CA 94163	Operating Account
Great Planes Model Manufacturing, Inc.	0856	Wells Fargo, N.A.	P.O. Box 63020 San Francisco, CA 94163	Controlled Disbursement Account
Tower Hobbies, Inc.	8022	Wells Fargo, N.A.	P.O. Box 63020 San Francisco, CA 94163	Collection Account w/DACA
Tower Hobbies, Inc.	8030	Wells Fargo, N.A.	P.O. Box 63020 San Francisco, CA 94163	Omni Collection Account w/DACA
Tower Hobbies, Inc.	8048	Wells Fargo, N.A.	P.O. Box 63020 San Francisco, CA 94163	Hobby Shippers Account w/DACA
Tower Hobbies, Inc.	7826	Wells Fargo, N.A.	P.O. Box 63020 San Francisco, CA 94163	Operating Account
Tower Hobbies, Inc.	0849	Wells Fargo, N.A.	P.O. Box 63020 San Francisco, CA 94163	Controlled Disbursement Account
Arrma Durango Ltd.	8068	Lloyds Bank	20, Belvoir Road Coalville LE67 3QH	UNITED KINGDOM Operating –

Arrma Durango Ltd.	7839	Lloyds Bank	20, Belvoir Road Coalville LE67 3QH	UNITED KINGDOM	Operating –
Arrma Durango Ltd.	6416	Lloyds Bank	20, Belvoir Road Coalville LE67 3QH	UNITED KINGDOM	Operating –



**SCHEDULE 2.2(v)**

**Certain Other Excluded Assets**

All of the rights, claims and defenses available to the Sellers and their respective successors and assigns (or any of them) arising out of, or related to, that certain litigation between Hobbico, Inc. and Arrma Durango Ltd., on the one hand as defendants, and Traxxas, L.P., on the other hand as plaintiff, filed in the District Court for the Eastern District of Texas (Marshall Division), Case No. 2:16-cv-768-JRG-RSP, and any other litigation with Traxxas, L.P. or any of its affiliates (collectively, the "Traxxas Litigation").

All of the rights, claims and defenses available to the Sellers and their respective successors and assigns (or any of them) arising out of, or related to, the United States and foreign patents and other intellectual property which are the subject of the Traxxas Litigation, including without limitation all such rights, claims and defenses which have been or could hereafter be raised in an inter partes review ("IPR") procedure conducted before the United States Patent Trial and Appeal Board ("PTAB").

**SCHEDULE 2.6(a)(i)****Prepaid Purchase Order Amount**Prepaid Purchase Order Amount (As of  
March 23)

AXIAL	AXI	\$ 300,000
FUTABA CORP.	FUT	\$ 347,798
ZHEJIANG FEISHEN VEHICLE IND CO.	FS1	\$ 243,219
YITIANFU ELECTRONICS TECH.CO. LTD	YE1	\$ 237,445
BSD RACING TECH. CO. LTD	BR1	\$ 147,601
ANFA COMPANY LTD (PHOENIX MODEL)	PMM	\$ 142,953
LOUISE RC WORLD	LR2	\$ 140,723
MILE HAO XIANG TECHNOLOGY CO.,LTD	DLE	\$ 96,270
SHENZHEN GREPOW BATTERY CO. LTD.	SG1	\$ 67,953
ESTES INDUSTRIES	EST	\$ 62,349
REVELL INC	RMX	\$ 43,817
ITALERI SPA	ITA	\$ 40,961
ADVANCED AVIONICS LTD.	AA1	\$ 28,599
ZHUHAI EFFORT IMPORT & EXPORT CO.	ZH1	\$ 28,454
HASEGAWA CORPORATION	HSG	\$ 27,070
HOVER MODEL PRODUCTS CO. LTD.	HM1	\$ 18,011
HIGH HOPE ZHONGTIAN CORPORATION	HH1	\$ 17,441
GREAT PLANES MODEL MANUFACTURING	GPM	\$ 12,615
TTSOLUTIONS, INC.	TT1	\$ 12,166
HOBBY SQUADRON	HSQ	\$ 10,169
CYS MODEL TECHNOLOGY CO., LTD	CY1	\$ 10,146
SUNRAY TECHNOLOGY COMPANY	SR1	\$ 7,740
DONWEI MACHINERY IND. CO., LTD	DNW	\$ 5,026
AMENCO ENTERPRISES	AMN	\$ 1,463
SHENZHEN HUBSAN TECH. CO. LTD.	HF1	\$ 739
ROBART MANUFACTURING COMPANY	ROB	\$ 333
		<hr/>
		\$ 2,051,057

**SCHEDULE 4.3**

**No Defaults**

None

**SCHEDULE 4.4**

**Other Seller Consents**

None

**SCHEDULE 6.6(a)**

**Transferred Employees**

All of the following persons are employees of ADL, to be offered employment by Purchaser effective as of the Closing on terms substantially equivalent to their current terms of employment by ADL:

Jason Dearden	Managing Director
Robert Hopkins	General Manager
Adam Skelding	Mechanical & Test Engineer
Jami Jones	Designer
Matt Harlow	Systems and Data Manager
Penny Ball	Management Accountant (Part-time, 5.5 days per month)
Paul Robinson	Graphic Designer
Chris Doughty	Senior project coordinator
Ben Cosgrove	Senior project coordinator
Hijaz Hussein	Designer
Wojciech Nodzykowski	Senior Mechanical Engineer (now a sub-contractor)
Fabien Simonini	Design Engineer
Stewart Noble	Photographer/Graphic Designer
Jeffrey Morgan	Management Accountant (Part-time, 8 days per month)
James Ambrose	Customer Support coordinator

**SCHEDULE 6.7(b)****Purchase Price Allocation**

The Purchase Price will be allocated among the Acquired Assets in accordance with the following principles for income tax purposes:

<b>Asset Class</b>	<b>General Description*</b>	<b>Allocation</b>
Class I	Bank accounts, cash and general deposit accounts	N/A
Class II	Certificates of deposit, foreign currency, US Government securities and publicly traded securities	N/A
Class III	Mark to market assets and debt instruments, including accounts receivable	Face value net of credits
Class IV	Inventories	Net book value thereof.
Class V	Property, equipment and other assets not in other Classes	-Equipment: The net book value thereof -Real Estate: Balance of the Purchase Price
Class VI	Section 197 Intangible Assets other than Goodwill	None
Class VII	Goodwill	None

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re:

**HOBIBICO, INC., et al.,**

**Debtors.<sup>1</sup>**

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)  
) **Chapter 11**  
)  
) **Case No. 18-10055 (KG)**  
)  
) **Jointly Administered**  
)

**SCHEDULES OF ASSETS AND LIABILITIES FOR**  
**HOBIBICO, INC. (CASE NO. 18-10055)**

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Hobbico, Inc. (9545); Arrma Durango Ltd.; Axial R/C Inc. (0233); Estes-Cox Corp. (2196); Great Planes Model Manufacturing, Inc. (5259); Revell Inc. (8545); Tower Hobbies, Inc. (5185); and United Model, Inc. (5302). The Debtors' headquarters are located at 2904 Research Road, Champaign, Illinois 61822.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

HOBIBICO, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 18-10055 (KG)

Jointly Administered

**GLOBAL NOTES, METHODOLOGY AND SPECIFIC  
DISCLOSURES REGARDING THE DEBTORS' SCHEDULES OF  
ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

**Introduction**

Hobbico, Inc. and its above-captioned affiliated debtors and debtors in possession (each, a “Debtor” and collectively, the “Debtors,” and the Debtors together with their non-debtor subsidiaries and affiliates, the “Company”), with the assistance of their professional advisors, have filed their respective Schedules of Assets and Liabilities (the “Schedules”) and Statements of Financial Affairs (the “SOFAs” or “Statements” and, together with the Schedules, the “Schedules and Statements”) with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), pursuant to section 521 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

These Global Notes, Methodology and Specific Disclosures Regarding the Debtors’ Schedules and Statements (the “Global Notes”) pertain to, are incorporated by reference in, and comprise an integral part of all the Schedules and Statements. The Global Notes should be referred to, considered, and reviewed in connection with any review of the Schedules and Statements.<sup>2</sup>

The Schedules and Statements do not purport to represent financial statements prepared in accordance with generally accepted accounting principles in the United States (“GAAP”), nor are they intended to be fully reconciled with the financial statements of the Debtors. Additionally, the Schedules and Statements contain unaudited information that is subject to further review and potential adjustment.

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Hobbico, Inc. (9545); Arrma Durango Ltd (UK Company reference #07865134); Axial R/C Inc. (0233); Estes-Cox Corp. (2196); Great Planes Model Manufacturing, Inc. (5259); Revell Inc. (8545); Tower Hobbies, Inc. (5185); and United Model, Inc. (5302). The Debtors’ headquarters are located at 2904 Research Road, Champaign, Illinois 61822.

<sup>2</sup> These Global Notes are in addition to any specific notes contained in each Debtor’s Schedules or SOFAs. The fact that the Debtors have prepared a “General Note” with respect to any of the Schedules and Statements and not to others should not be interpreted as a decision by the Debtors to exclude the applicability of such General Note to any of the Debtors’ remaining Schedules and Statements, as appropriate.



In preparing the Schedules and Statements, the Debtors relied upon information derived from their books and records that was available at the time of such preparation. Although the Debtors have made reasonable efforts to ensure the accuracy and completeness of such financial information, inadvertent errors or omissions, as well as the discovery of conflicting, revised, or subsequent information, may cause material changes to the Schedules and Statements. Although reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements, inadvertent errors or omissions may exist. Accordingly, the Debtors reserve all of their rights to amend, supplement, or otherwise modify the Schedules and Statements as is necessary and appropriate. Notwithstanding the foregoing, the Debtors shall not be required to update the Schedules and Statements.

The Debtors' management prepared the Schedules and Statements with the assistance of their advisors and other professionals. Tom S. O'Donoghue, Jr. has signed the Schedules and Statements. Mr. O'Donoghue is Chief Restructuring Officer of Hobbico, Inc., and an authorized signatory for the Debtors. In reviewing and signing the Schedules and Statements, Mr. O'Donoghue necessarily has relied upon the efforts, statements and representations of the Debtors' advisors and various personnel employed by the Debtors. Mr. O'Donoghue has not (and could not have) personally verified the accuracy of each statement and representation contained in the Schedules and Statements, including statements and representations concerning amounts owed to creditors, classification of such amounts and creditor addresses.

**The Schedules, SOFAs and Global Notes should not be relied upon by any person for information relating to current or future financial conditions, events or performance of any of the Debtors. Due to numerous unliquidated, contingent, and/or disputed claims, summary statistics in the Schedules, SOFAs, and Global Notes are likely not an accurate representation of the Debtors' liabilities.**

### **Global Notes and Overview of Methodology**

#### **1. Reservation of Rights.**

The Debtors reserve all rights to amend, supplement or otherwise modify the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, without limitation, the right to amend the Schedules and Statements with respect to a claim (including, but not limited to, amending the description or designation of any claim; disputing or otherwise asserting offsets or defenses to any claim reflected in the Schedules and Statements as to amount, liability, priority, status or classification; subsequently designating any claim as "disputed," "contingent" or "unliquidated;" or objecting to the extent, validity, enforceability, priority or avoidability of any claim). Any failure to designate a claim in the Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtors that such claim or amount is not "disputed," "contingent," or "unliquidated." Listing a claim does not constitute an admission of liability by the Debtors. Notwithstanding the foregoing, the Debtors shall not be required to update the Schedules and Statements.

Further, nothing contained in the Schedules and Statements shall constitute a waiver of rights or an admission with respect to the chapter 11 cases, including, without limitation, with

respect to matters involving objections to claims, substantive consolidation, equitable subordination, defenses, characterization or re-characterization of contracts, assumption or rejection of contracts under the provisions of chapter 3 of the Bankruptcy Code, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code or any other relevant applicable laws to recover assets or avoid transfers. Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this or the preceding paragraph.

2. **Description of Cases and “as of” Information Date.** On January 10, 2018 the seven Original Debtors<sup>3</sup> filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. On January 26, 2018 (together with January 10, 2018, the “Petition Dates”), Arrma Durango Ltd. (“ADL”) filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their properties as debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108. On January 11, 2018, the Bankruptcy Court entered an order (Docket No. 41) providing for the joint administration of the Original Debtors pursuant to Bankruptcy Rule 1015(b). On January 30, 2018, the Bankruptcy Court entered an order (Case No. 18-10158; Docket No. 10) providing for the joint administration of ADL with the Original Debtors pursuant to Bankruptcy Rule 1015(b).

On January 22, 2018, the United States Trustee for the District of Delaware appointed a statutory committee of unsecured creditors pursuant to Bankruptcy Code section 1102(a)(1). (Docket No. 91) and on January 22, 2018, filed a revised notice of the same (Docket No. 92).

The asset information provided herein, except as otherwise noted, represents the asset data of the Debtors as of the Petition Dates, and the liability information provided herein, except as otherwise noted, represents the liability data of the Debtors as of the Petition Dates. As more fully described in Section 16 below, the Debtors were required to make certain estimates and assumptions that affect the reported amounts within the Schedules and Statements.

3. **Basis of Presentation.** The totals listed in the Schedules and Statements may not be comparable to the Company’s consolidated financial reports prepared for public reporting purposes or otherwise as these reports include Hobbico, Inc. and each of its subsidiaries, some of which are not Debtors in these proceedings. Although these Schedules and Statements may, at times, incorporate information prepared in accordance with GAAP, the Schedules and Statements neither purport to represent nor reconcile to financial statements otherwise prepared and/or distributed by the Debtors in accordance with GAAP or otherwise. Additionally, the Schedules and Statements contain unaudited information that is subject to further review and potential adjustment. The Debtors reserve all rights to amend these Schedules and Statements.

4. **Recharacterization.** Notwithstanding the Debtors’ reasonable efforts to properly characterize, classify, categorize and designate certain claims, assets, contracts, leases and other items reported in the Schedules and Statements, the Debtors may nevertheless seek to recharacterize, reclassify, recategorize, redesignate, add or delete items. Accordingly, the Debtors reserve all of their rights to recharacterize, reclassify, recategorize, redesignate, add or delete items

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<sup>3</sup> Hobbico, Inc.; Axial R/C Inc.; Estes-Cox Corp.; Great Planes Model Manufacturing, Inc.; Revell Inc.; Tower Hobbies, Inc.; and United Model, Inc. (collectively, the “Original Debtors”).

reported in the Schedules and Statements at a later time as is necessary or appropriate as additional information becomes available, including, without limitation, whether contracts or leases listed in the Schedules and Statements were deemed executory or unexpired as of the Petition Dates and remain executory and unexpired postpetition.

5. **Liabilities.** The Debtors have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between the prepetition and postpetition periods may change. Accordingly, the Debtors reserve all of their rights to amend, supplement or otherwise modify the Schedules and Statements as is necessary or appropriate.

The liabilities listed on the Schedules do not reflect any analysis of claims under Bankruptcy Code section 503(b)(9). Accordingly, the Debtors reserve all of their rights to dispute or challenge the validity of all claims asserted under Bankruptcy Code section 503(b)(9).

6. **Excluded Assets and Liabilities.** In preparation of the Schedules and Statements, the Debtors may have excluded certain assets and liabilities. Such amounts are, however, reflected on the Debtors' books and records as required in accordance with GAAP. These balances primarily represent general estimates of assets or liabilities and do not reflect specific assets or claims as of the Petition Dates.

7. **Insiders.** Solely for purposes of the Schedules and Statements, the Debtors define "insiders" to include the following: (a) directors; (b) officers; (c) shareholders holding in excess of 5% of the voting shares of the Debtors (whether directly or indirectly); (d) relatives of (a) – (c) (to the extent known by the Debtors); and (e) non-Debtor affiliates. Consistent with Section 10 below, with respect to category (e) of the foregoing, the Debtors have not listed any ordinary course intercompany payments between a Debtor and a non-Debtor affiliate.

Persons listed as "insiders" have been included for informational purposes only. The Debtors do not take any position with respect to: (a) such person's influence over the control of the Debtors; (b) the management responsibilities or functions of such individual; (c) the decision-making or corporate authority of such individual; or (d) whether such individual could successfully argue that he or she is not an "insider" under applicable law, including the federal securities laws and section 101(31) of the Bankruptcy Code, or with respect to any theories of liability or for any other purpose. As such, the Debtors reserve all rights with respect to the foregoing issues.

8. **Intellectual Property Rights.** The exclusion of any intellectual property shall not be construed as an admission that such intellectual property rights do not exist or have been abandoned, terminated, assigned, expired by their terms, or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have not been abandoned, terminated, assigned, expired by their terms, or otherwise transferred pursuant to a sale, acquisition, or other transaction.

9. **Ordinary Course Intercompany Transactions.** In the ordinary course of business, the Debtors engage in various transactions relating to the business relationship between and among

themselves and their non-Debtor affiliates. As an accounting matter, certain of these ordinary course intercompany transactions are memorialized by journal entry, instead of by check or wire payment, and may not be reflected in the Schedules and Statements.

10. **Contracts and Leases.** Nothing contained in or omitted from the Schedules and Statements is or shall be construed as an admission as to the determination of the legal status of any contract or lease, including whether any lease is a true lease or a financing arrangement, whether such contract or lease is an executory contract or unexpired lease, or whether such contract or lease is binding, valid, and enforceable. The Debtors reserve all rights with respect to all such issues. In addition, the Debtors reserve all rights, claims, and causes of action with respect to the contracts and agreements listed in the Schedules and Statements, including the rights to dispute or challenge the characterization or the structure of any transaction or document or instrument.

11. **Classifications.** Listing a claim on (a) Schedule D as “secured”, (b) Schedule E/F, Part 1 as “priority,” (c) Schedule E/F, Part 2 as “unsecured,” or Schedule G as “executory” or “unexpired,” does not constitute an admission by the Debtors of the legal rights of the claimant or a waiver of the Debtors’ rights to recharacterize or reclassify such claims or contracts.

12. **Claims Description.** Schedules D and E/F permit the Debtors to designate a claim as “disputed,” “contingent” and/or “unliquidated.” Any failure to designate a claim on a given Schedule as “disputed,” “contingent” or “unliquidated” does not constitute an admission by the Debtors that such amount is not “disputed,” “contingent” or “unliquidated,” or that such claim is not subject to objection. The Debtors reserve all of their rights to dispute, or assert offsets or defenses to, any claim reflected on their Schedules on any grounds, including, but not limited to amount, liability, validity, priority or classification. Additionally, the Debtors expressly reserve all of their rights to subsequently designate any claim as “disputed,” “contingent” or “unliquidated.” Moreover, listing a claim does not constitute an admission of liability by the Debtors.

13. **Causes of Action.** Despite their reasonable efforts to identify all known assets, the Debtors may not have identified and/or listed as assets in the Schedules and Statements all of their causes of action or potential causes of action against third-parties (and in particular have not identified or listed causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers). The Debtors reserve all of their rights with respect to any cause of action (including avoidance actions), controversy, right of setoff, cross-claim, counterclaim or recoupment; any claim on a contract or for breach of duty imposed by law or in equity; and any demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license or franchise, in each case of any kind or character whatsoever, known or unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law (collectively, “Causes of Action”) they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any claims or Causes of Action or in any way prejudice or impair the assertion of such claims or Causes of Action.

14. **Setoffs.** The Debtors incur certain offsets and other similar rights during the ordinary course of business. Offsets in the ordinary course can result from various items, including, without limitation, pricing discrepancies, returns, refunds, warranties, debit memos, credits, and other disputes between the Debtors and their suppliers and/or customers. These offsets and other similar rights are consistent with the ordinary course of business in the Debtors' industry and are not tracked separately. Therefore, although such offsets and other similar rights may have been accounted for when certain amounts were included in the Schedules and Statements, offsets are not independently accounted for, and as such, are or may be excluded from the Debtors' Schedules and Statements.

15. **Summary of Significant Reporting Policies.** The following is a summary of significant reporting policies:

- (a) **Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.
- (b) **Undetermined Amounts.** The description of an amount as "unknown," "TBD" or "undetermined" is not intended to reflect upon the materiality of such amount.
- (c) **Net Book Value of Assets.** The Debtors do not have current market valuations for all assets. It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate resources for the Debtors to obtain current market valuations for all assets. Wherever possible, unless otherwise indicated, net book values as of the Petition Dates are presented. When necessary, the Debtors have indicated that the value of certain assets is "unknown" or "undetermined." Amounts ultimately realized may vary materially from net book value (or whatever value was ascribed.)

Accordingly, the Debtors reserve all rights to amend, supplement, or adjust the asset values set forth in the Schedules and Statements. As applicable, assets that have been fully depreciated or fully amortized, or were expensed for GAAP accounting purposes, and therefore, have no net book value, are not included in the Schedules and Statements.

- (d) **Totals.** To the extent there are unknown or undetermined amounts included in the Schedules and Statements, the actual totals may be different than the listed totals.
- (e) **Paid Claims.** The Debtors were authorized (but not directed) to pay certain outstanding prepetition claims pursuant to various orders entered by the Bankruptcy Court (collectively, the "First Day Orders"). Except as otherwise indicated, such prepetition claims are generally reflected on the Schedules and Statements without regard to whether or not they have been paid as of the date of filing of these Schedules and Statements or are authorized to be paid under the First Day Orders. To the extent the Debtors have paid or pay in the future claims listed in the Schedules and Statements pursuant to orders entered by the Bankruptcy Court, the Debtors reserve all of their rights to amend or supplement the Schedules and Statements or to take action as is necessary or appropriate to avoid over-payment of or duplicate payments for any such liabilities. Notwithstanding the foregoing,

the Schedules and Statements may inadvertently reflect some of the Debtors' payments of certain claims pursuant to the First Day Orders, and, to the extent an unsecured claim has been paid or may be paid, it is possible such claim is not included in the Schedules and Statements.

- (f) Credits and Adjustments. The claims of individual creditors for, among other things, goods, products, services or taxes are listed as the amounts entered on the Debtors' books and records and may not reflect credits, allowances or other adjustments due from such creditors to the Debtors. The Debtors reserve all of their rights with regard to such credits, allowances and other adjustments, including the right to assert objections and/or setoffs with respect to the same.
- (g) Liens. Property and/or equipment listed in the Schedules and Statements are presented without consideration of any liens that may attach (or have attached) to such property and equipment.

16. Estimates. To prepare and file the Schedules and Statements in accordance with the deadlines established in the chapter 11 cases, the Debtors were required to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and reported revenue and expenses. The Debtors reserve all rights to amend the reported amounts of assets, liabilities, revenue and expenses to reflect changes in those estimates and assumptions.

17. Global Notes Control. In the event that the Schedules and Statements differ from the foregoing Global Notes, the Global Notes shall control.

### **Specific Disclosures With Respect to the Debtors' Schedules of Assets and Liabilities**

**Summary of the Schedules; Schedule D.** The Debtors have listed the full amount (\$75,700,103.97) due on their prepetition secured term loan and revolving loan facilities on the Schedules of all Debtor obligors thereunder. Such amount is also shown as due to each of the four (4) lenders under that facility, but as only a single debt in the Summary and Schedule D total. The Debtors have also listed the prepetition term loan amounts notwithstanding their post-petition refinancing.

**Schedule A/B, questions 6, 7 and 8.** The Debtors' books and records do not generally distinguish between deposits and prepaid amounts and so answers to questions for deposits and prepaid amounts may contain some or all of both.

**Schedule A/B, question 15.** Hobbico Inc.'s Schedule B identifies such Debtor's direct ownership interests in any subsidiary, but excludes its indirect ownership of Revell GmbH. Such ownership is reflected in Hobbico Inc.'s SOFA 25.

**Schedule A/B, questions 39-40.** The Debtors do not bifurcate office furniture from fixtures on their balance sheets, so furniture may include fixtures.

**Schedule A/B, question 55.** The Debtors note that their books and records do not contain values for their real property leases.

**Schedule A/B, question 61.** The Debtors note that the websites relating to a Debtor's business line appear on that Debtor's Schedules. In some instances, such website(s) may in fact be registered to a different Debtor.

**Schedule A/B, question 73.** Only insurance policies with unexpired coverage terms as of the Petition Date for such Debtor are listed. To the extent that one or more Debtors might have rights to coverage under a policy with an expired coverage term, all such rights are expressly preserved notwithstanding the fact such policies have not been listed in response thereto.

**Schedule A/B, question 74.** The Debtors, despite their efforts, may not have listed all of their causes of action against third parties as assets in the Schedules and Statements. The Debtors reserve all of their rights with respect to any causes of action they may have, whether or not listed as assets in the Schedules and Statements, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any such causes of action.

**Schedule E/F; Priority.** The Debtors have not determined whether, and to what extent, certain of the creditors identified on Part 1 of Schedule E/F are actually entitled to priority under section 507 of the Bankruptcy Code. The Debtors reserve the right to assert that claims identified on Part 1 of Schedule E/F are not claims that are entitled to priority.

**Schedule E/F; Intercompany Claims.** The Debtors have presented intercompany claims owing to Hobbico, Inc. from its subsidiaries (including ADL) on an aggregate basis (as between those two Debtors); such aggregate amounts represent the net sum of various transactions between the two entities.

**Schedules E/F.** The Debtors' analysis of potential priority claims is ongoing, and amounts listed as priority claims on Schedule E/F remain subject to such analysis. Amendments will be made to Schedule E/F as necessary. As of the Petition Dates, the books and records reflect that Debtors Estes-Cox Corp. and Tower Hobbies, Inc. have certain liabilities in respect of gift cards. The Estes-Cox liability is \$4,399.29, and the Tower Hobbies liabilities are \$487,196.92 (purchased cards) and \$1,048,200 (promotional cards). Although these liabilities are listed as general unsecured claims, the redemptions and exchanges of such gift cards are ongoing and the Debtors do not know the identities of the holders of such cards. Therefore, the gift card holders are not listed on Schedule E/F. Although reasonable efforts have been made to identify the date of incurrence of each claim, determining the date upon which each claim on Schedule E/F was incurred or arose would be unduly burdensome and cost prohibitive, and therefore, the Debtors do not list a date for each claim on Schedule E/F.

**Schedule G; Executory Nature.** The Debtors have excluded loan documents and professional engagement letters for Schedule G. The Debtors also believe they have only scheduled executory contracts to which a Debtor is a party or may be contractually and/or directly liable to perform. Similarly, for the purposes of the other Schedules and the Statements, no claims have been scheduled for a Debtor that may have benefited directly or indirectly from a contractual relationship to which the Debtor was not a named party.

**Schedule G; Reservation.** The Debtors hereby reserve all of their rights to dispute the validity, status or enforceability of any contract, agreement, or lease set forth on Schedule G that may have

expired or may have been modified, amended, and supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters and other documents, instruments, and agreements which may not be listed on Schedule G. Certain of the leases and contracts listed on Schedule G may contain certain renewal options, guarantees of payment, options to purchase, rights of first refusal, and other miscellaneous rights. Such rights, powers, duties and obligations may not be set forth on Schedule G. Certain of these executory agreements may not have been memorialized in writing and/or could be subject to dispute. In addition, the Debtors may have entered into various other types of agreements in the ordinary course of their business, such as easements, right of way, subordination, non-disturbance and attornment agreements, supplemental agreements, amendments/letter agreements, title agreements and confidentiality agreements. Such documents may not be set forth on Schedule G. The Debtors reserve all of their rights to dispute or challenge the characterization of the structure of any transaction, or any document or instrument (including without limitation, any intercompany agreement) related to a creditor's claim. Certain of the contracts, agreements, and leases listed on Schedule G may have been entered into by more than one of the Debtors. In the ordinary course of business, the Debtors may have entered into agreements, written or oral, for the provision of certain services on a month-to-month or at-will basis. Such contracts may not be included on Schedule G. However, each Debtor reserves the right to assert that such agreements constitute executory contracts. Finally, since filing these cases, the Debtors have obtained Court approval to reject certain leases by order dated February 16, 2018. The Debtors have omitted these rejected agreements from Schedule G.

**Schedule G; No admission.** Listing a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease. The Debtors reserve all rights to challenge whether any of the listed contracts, leases, agreements or other documents constitute an executory contract or unexpired lease, including if any are unexpired non-residential real property leases. Any and all of the Debtors' rights, claims and causes of action with respect to the contracts and agreements listed on Schedule G are hereby reserved and preserved.

**Schedule H; Insurers.** The Debtors have not listed each past and current insurer of a Debtor in response to Schedule H. The exclusion of an insurer on Schedule H does not mean such insurer is not necessarily a co-debtor in fact and the Debtors reserve their rights to assert any such claims against insurers. Likewise, the Debtors have not listed co-defendants in any litigation pending against the Debtors, but reserve all rights with respect thereto.

### **Specific Disclosures With Respect to the Debtors' Statements of Financial Affairs**

**SOFA 3.** The payments listed in the Hobbico, Inc. SOFA 3 include payments made on behalf of Debtors United Model, Inc. and Tower Hobbies, Inc. to their respective creditors. In addition, Hobbico, Inc. has made certain wire transfers on behalf of Debtor Great Planes Model Manufacturing, Inc. Payments to the professionals listed in response to question 11 of the Statements are omitted from the responses to this question, as are payments to insiders listed in response to question 4 of the Statements. Additionally, in certain instances it is possible that the reason for payment may have varied from that presented in response to question 3.



**SOFA 4, 28, 29 and 30.** The listing of any person or entity is not intended to be nor shall it be construed as a legal characterization of such party as an insider, and does not act as an admission of any fact, claim, right or defense, and all such right, claims and defenses are hereby reserved. The Debtors utilized the definition of “insider” in 11 U.S.C. 101(31)(B). Additionally, the responses to questions 4 and 30 generally do not include historical intercompany transfers between Debtor entities, and may not include certain expenses charged directly to corporate credit cards. Finally, those payments listed in response to question 4 are included in the response to question 30.

**SOFA 6.** In the ordinary course of business certain of the Debtors’ creditors, such as utilities, may have setoff all or part of unpaid invoices against items such as security deposits or retainers previously provided to such creditors by the Debtors. These creditors are not listed in response to question 6. Likewise, bank fees deducted from bank accounts of the Debtors are not listed in response to question 6. Additionally, in the ordinary course of business the Debtors may record intercompany non-cash accounting entries on their respective books and records. To the extent that these accounting entries could be considered setoffs, such setoffs are not listed in response to question 6.

**SOFA 17.** Strictly speaking, the employees of all of the Debtors (other than ADL) are employed and paid by Hobbico, Inc. even though many perform services for other Debtors. All such employees are eligible to participate in the Hobbico, Inc. ESOP and 401(k) plan. For this reason, all the U.S. Debtors other than Hobbico, Inc. have answered “No” to SOFA 17.

**SOFA 20.** Additional off-site storage not listed in response thereto may be utilized, including tooling in which the Debtors have an interest that is utilized by third-party manufacturers of the Debtors.

**SOFA 26(a) – 26(c).** The Debtors have identified the Chief Financial Officer, Controller and certain others in connection with the audit, compilation, review and/or maintenance of the Debtors’ books and records, but other finance and accounting personnel of the Debtors who have assisted in the foregoing have been omitted from the responses to these questions. The Debtors did not include certain firms or individuals that reviewed the Debtors’ books of account and records at the request of third parties.

**SOFA 26(d).** The Debtors provided financial statements in the ordinary course of business to certain parties for business, statutory, credit, financing, and other reasons. Recipients have included regulatory agencies, financial institutions, investment banks, creditors, and their respective legal and financial advisors. Although the Debtors from time to time may have furnished financial statements to parties other than those listed, it is not the practice of the Debtors to maintain exhaustive records of such transmittal. Consequently, the Debtors cannot provide an exhaustive list of all entities that have received one or more financial statements from the Debtors in response to question 26(d). Finally, although the Debtors have previously provided financial statements to certain prospective purchasers of the Debtors or their assets or other possible financing sources, the Debtors believe they may be contractually prohibited from publicly disclosing the identity of these recipients. For this reason, those responses to question 26(d) have been omitted.

With respect to question 27 of the Statements and Schedule A/B, questions 18-23, certain of the Debtors' locations do periodic cycle counts rather than full annual physical inventories. The Debtors have only listed physical inventories in response to question 27. Additionally, the Debtor's book value of inventory is generally calculated using FIFO accounting and the lower of cost or market value. Specifically, the inventory is booked at cost and, in certain instances, reserves are created for where the Debtors believe market value of the inventory has decreased below cost. In these instances, the book value of inventory on the Statements and Schedules is presented net of reserves for devalued inventory.

**SOFA 30.** The Debtors have omitted de minimis expense reimbursements, such as reimbursement of working travel costs, from the response to question 30 of the Statements. As noted in each Debtor's response to SOFA 30, the amounts listed there were paid by Debtor Hobbico, Inc., and not by any other Debtor. In other words, the recipients listed in SOFA 30 received such payment only once, not eight times.

The Debtors and their employees, agents, attorneys and other professionals do not guarantee or warrant the accuracy, completeness, or currentness of the data that is provided herein and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, errors or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the information contained herein. While every effort has been made to provide accurate and complete information herein, inadvertent errors or omissions may exist. The Debtors and their employees, agents, attorneys and other professionals expressly do not undertake any obligation to notify any third party should the information be or need to be updated, modified, revised or re-categorized. In no event shall the Debtors or their employees, agents, attorneys or other professionals be liable to any third party for any direct, indirect, incidental, consequential or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtors or damages to business reputation, lost business or lost profits), whether foreseeable or not and however caused, even if the Debtors or their employees, agents, attorneys and other professionals are advised of the possibility of such damages.

**HOBICO, INC.****SCHEDULE AB60: COPYRIGHTS**

<b>Title</b>	<b>Copyright Number</b>	<b>Date</b>	<b>Current Value</b>
BIG STIK ARF TRIM SCHEME	#VA 640-819		UNKNOWN
ESTES ROCKET LABS – 3 EASY STEPS	#TXU 1-670-10		UNKNOWN
FILM PROCESSING LTD. - LIABILITY & COPYRIGHT AGREEMENT BETWEEN HOBICO AND FILM PROCESSING, LTD.		2/9/1993	UNKNOWN
GREAT NEWS REGISTRATION	#TX3-376-954	JULY 1992	UNKNOWN
GREAT NEWS REGISTRATION	#TX3-346-413	JUNE 1992	UNKNOWN
GREAT NEWS	#TX 5-736-463	APRIL 2003	UNKNOWN
GREAT NEWS	#TX 5-958-291	APRIL 2004	UNKNOWN
GREAT NEWS	#TX-6-173-888	Apr-05	UNKNOWN
GREAT NEWS	#TX-6-436-842	Apr-06	UNKNOWN
GREAT NEWS	#TX-6-564-318	Apr-07	UNKNOWN
GREAT NEWS	#TX 6-941-202	APRIL 2008	UNKNOWN
GREAT NEWS	#TX 7-151-289	APRIL 2008	UNKNOWN
GREAT NEWS	#TX 5-087-074	APRIL 2000	UNKNOWN
GREAT NEWS	#TX 5-373-218	APRIL 2001	UNKNOWN
GREAT NEWS	#TX 5-578-355	APRIL 2002	UNKNOWN
GREAT NEWS	#TX 3-545-170	APRIL 1993	UNKNOWN
GREAT NEWS	#TX 3-803-258	APRIL 1994	UNKNOWN
GREAT NEWS	#TX 4-038-875	APRIL 1995	UNKNOWN
GREAT NEWS	#TX 7-267-484	APRIL 2009	UNKNOWN
GREAT NEWS	#TX 7-250-323	APRIL 2010	UNKNOWN
GREAT NEWS	#TX 7-366-277	APRIL 2011	UNKNOWN
GREAT NEWS	#TX 7-550-968	APRIL 2012	UNKNOWN
GREAT NEWS	#TX 7-711-710	APRIL 2013	UNKNOWN
GREAT NEWS	#TX- 7-903-898	APRIL 2014	UNKNOWN
GREAT NEWS	#TX- 8-072-069	APRIL 2015	UNKNOWN
GREAT NEWS	#TX- 8-276-863	APRIL 2016	UNKNOWN
GREAT NEWS	#TX4-255-677	APRIL 1996	UNKNOWN
GREAT NEWS	#TX4-469-124	APRIL 1997	UNKNOWN
GREAT NEWS	#TX4-755-170	APRIL 1998	UNKNOWN
GREAT NEWS	#TX5-660-585	AUGUST 2002	UNKNOWN
GREAT NEWS	#TX5-807-781	AUGUST 2003	UNKNOWN
GREAT NEWS	#TX6-059-246	AUGUST 2004	UNKNOWN
GREAT NEWS	#TX-6-485-337	AUGUST 2006	UNKNOWN
GREAT NEWS	#TX5-416-284	AUGUST 2001	UNKNOWN
GREAT NEWS	#TX-6-862-457	AUGUST 2007	UNKNOWN
GREAT NEWS	#TX7-191-712	AUGUST 2008	UNKNOWN
GREAT NEWS	#TX5-147-263	AUGUST 2000	UNKNOWN
GREAT NEWS	#TX3-635-165	AUGUST 1993	UNKNOWN
GREAT NEWS	#TX3-862-799,	AUGUST 1994	UNKNOWN
GREAT NEWS	#TX4-088-121	AUGUST 1995	UNKNOWN
GREAT NEWS	#TX7-331-830	AUGUST 2009	UNKNOWN
GREAT NEWS	#TX7-953-131	AUGUST 2010	UNKNOWN

**HOBICO, INC.****SCHEDULE AB60: COPYRIGHTS**

<b>Title</b>	<b>Copyright Number</b>	<b>Date</b>	<b>Current Value</b>
GREAT NEWS	#TX7-412-095	AUGUST 2011	UNKNOWN
GREAT NEWS	#TX7-585-069	AUGUST 2012	UNKNOWN
GREAT NEWS	#TX7-727-429	AUGUST 2013	UNKNOWN
GREAT NEWS	#TX-7-947-752	AUGUST 2014	UNKNOWN
GREAT NEWS	#TX-8-152-413	AUGUST 2015	UNKNOWN
GREAT NEWS	#TX4-340-568	AUGUST 96	UNKNOWN
GREAT NEWS	#TX4-520-778	AUGUST 97	UNKNOWN
GREAT NEWS	#TX4-836-778	AUGUST 98	UNKNOWN
GREAT NEWS	#TX5-080-489	AUGUST 99	UNKNOWN
GREAT NEWS	#TX-6-289-015	DEC '05	UNKNOWN
GREAT NEWS	#TX5-532-203	DEC 01	UNKNOWN
GREAT NEWS	#TX5-696-197	DEC 02	UNKNOWN
GREAT NEWS	#TX5-974-521	DEC 03	UNKNOWN
GREAT NEWS	#TX6-088-676	DEC 04	UNKNOWN
GREAT NEWS	#TX-6-489-323	DEC. '06	UNKNOWN
GREAT NEWS	#TX-7-009-772	DECEMBER '07	UNKNOWN
GREAT NEWS	#TX5-265-036	DECEMBER 00	UNKNOWN
GREAT NEWS	#TX3-687-047,	DECEMBER 1993	UNKNOWN
GREAT NEWS	#TX3-990-224	DECEMBER 1994	UNKNOWN
GREAT NEWS	#TX4-179-754	DECEMBER 1995	UNKNOWN
GREAT NEWS	#TX7-266-523	DECEMBER 2008	UNKNOWN
GREAT NEWS	#TX7-287-340	DECEMBER 2009	UNKNOWN
GREAT NEWS	#TX7-317-162	DECEMBER 2010	UNKNOWN
GREAT NEWS	#TX7-555-184	DECEMBER 2011	UNKNOWN
GREAT NEWS	#TX7-638-115	DECEMBER 2012	UNKNOWN
GREAT NEWS	#TX-7-815-420	DECEMBER 2013	UNKNOWN
GREAT NEWS	#TX-7-815-420	DECEMBER 2013	UNKNOWN
GREAT NEWS	#TX-7-991-220	DECEMBER 2014	UNKNOWN
GREAT NEWS	#TX-8-209-353	DECEMBER 2015	UNKNOWN
GREAT NEWS	#TX4-411-956	DECEMBER 96	UNKNOWN
GREAT NEWS	#TX4-673-575	DECEMBER 97	UNKNOWN
GREAT NEWS	#TX4-859-139	DECEMBER 98	UNKNOWN
GREAT NEWS	#TX4-859-139	DECEMBER 98	UNKNOWN
GREAT NEWS	#TX5-047-379	DECEMBER 99	UNKNOWN
GREAT NEWS	#TX5-542-915	FEB 02	UNKNOWN
GREAT NEWS	#TX5-705-899	FEB 03	UNKNOWN
GREAT NEWS	#TX5-950-390	FEB 04	UNKNOWN
GREAT NEWS	#TX6-128-496	FEB 05	UNKNOWN
GREAT NEWS	#TX-6-318-342	FEB. '06	UNKNOWN
GREAT NEWS	#TX-6-543-689	FEB. '07	UNKNOWN
GREAT NEWS	#TX5-135-050	FEBRUARY 00	UNKNOWN
GREAT NEWS	#TX5-306-686	FEBRUARY 01	UNKNOWN
GREAT NEWS	#TX3-505-464	FEBRUARY 1993	UNKNOWN
GREAT NEWS	#TX3-706-490,	FEBRUARY 1994	UNKNOWN

**PATENT****REEL: 046864 FRAME: 0593**

**HOBICO, INC.****SCHEDULE AB60: COPYRIGHTS**

Title	Copyright Number	Date	Current Value
GREAT NEWS	#TX3-950-462	FEBRUARY 1995	UNKNOWN
GREAT NEWS	#TX7-094-900	FEBRUARY 2008	UNKNOWN
GREAT NEWS	#TX7-267-701	FEBRUARY 2009	UNKNOWN
GREAT NEWS	#TX7-328-565	FEBRUARY 2011	UNKNOWN
GREAT NEWS	#TX7-535-763	FEBRUARY 2012	UNKNOWN
GREAT NEWS	#TX7-686-120	FEBRUARY 2013	UNKNOWN
GREAT NEWS	#TX-943-022	FEBRUARY 2014	UNKNOWN
GREAT NEWS	#TX-8-024-378	FEBRUARY 2015	UNKNOWN
GREAT NEWS	#TX-8-252-679	FEBRUARY 2016	UNKNOWN
GREAT NEWS	#TX4-223-778	FEBRUARY 96	UNKNOWN
GREAT NEWS	#TX4-439-994	FEBRUARY 97	UNKNOWN
GREAT NEWS	#TX4-755-237	FEBRUARY 98	UNKNOWN
GREAT NEWS	#TX4-859-138	FEBRUARY 99	UNKNOWN
GREAT NEWS	#TX5-542-914	JAN 02	UNKNOWN
GREAT NEWS	#TX5-705-900	JAN 03	UNKNOWN
GREAT NEWS	#TX5-950-391	JAN 04	UNKNOWN
GREAT NEWS	#TX6-141-979	JAN 05	UNKNOWN
GREAT NEWS	#TX-6-318-343	JAN. '06	UNKNOWN
GREAT NEWS	#TX-6-543-688	JAN. '07	UNKNOWN
GREAT NEWS	#TX7-6867127	JANUARY 2013	UNKNOWN
GREAT NEWS	#TX5-135-049	JANUARY 00	UNKNOWN
GREAT NEWS	#TX5-306-687	JANUARY 01	UNKNOWN
GREAT NEWS	#TX3-505-464	JANUARY 1993	UNKNOWN
GREAT NEWS	#TX3-706-489,	JANUARY 1994	UNKNOWN
GREAT NEWS	#TX3-950-461	JANUARY 1995	UNKNOWN
GREAT NEWS	#TX4-179-758	JANUARY 1996	UNKNOWN
GREAT NEWS	#TX7-094-972	JANUARY 2008	UNKNOWN
GREAT NEWS	#TX7-267-684	JANUARY 2009	UNKNOWN
GREAT NEWS	#TX7-414-023	JANUARY 2010	UNKNOWN
GREAT NEWS	#TX7-328-568	JANUARY 2011	UNKNOWN
GREAT NEWS	#TX7-535-758	JANUARY 2012	UNKNOWN
GREAT NEWS	#TX-943-023	JANUARY 2014	UNKNOWN
GREAT NEWS	#TX-8-024-377	JANUARY 2015	UNKNOWN
GREAT NEWS	#TX4-223-777	JANUARY 96	UNKNOWN
GREAT NEWS	#TX4-439-993	JANUARY 97	UNKNOWN
GREAT NEWS	#TX4-755-236	JANUARY 98	UNKNOWN
GREAT NEWS	#TX6-035-180	JUL 04	UNKNOWN
GREAT NEWS	#TX-6-225-553	JULY '05	UNKNOWN
GREAT NEWS	#TX-6-485-338	JULY '06	UNKNOWN
GREAT NEWS	#TX-6-862-441	JULY '07	UNKNOWN
GREAT NEWS	#TX7-191-718	JULY '08	UNKNOWN
GREAT NEWS	#TX5-147-265	JULY 00	UNKNOWN
GREAT NEWS	#TX5-416-283	JULY 01	UNKNOWN
GREAT NEWS	#TX5-660-584	JULY 02	UNKNOWN

**HOBICO, INC.****SCHEDULE AB60: COPYRIGHTS**

<b>Title</b>	<b>Copyright Number</b>	<b>Date</b>	<b>Current Value</b>
GREAT NEWS	#TX5-807-780	JULY 03	UNKNOWN
GREAT NEWS	#TX3-635-166	JULY 1993	UNKNOWN
GREAT NEWS	#TX3-862-798,	JULY 1994	UNKNOWN
GREAT NEWS	#TX4-088-120	JULY 1995	UNKNOWN
GREAT NEWS	#TX7-331-834	JULY 2009	UNKNOWN
GREAT NEWS	#TX7-649-551	JULY 2010	UNKNOWN
GREAT NEWS	#TX7-412-101	JULY 2011	UNKNOWN
GREAT NEWS	#TX7-585-066	JULY 2012	UNKNOWN
GREAT NEWS	#TX7-727-430	JULY 2013	UNKNOWN
GREAT NEWS	#TX-7-947-750	JULY 2014	UNKNOWN
GREAT NEWS	#TX-8-152-410	JULY 2015	UNKNOWN
GREAT NEWS	#TX4-340-567	JULY 96	UNKNOWN
GREAT NEWS	#TX4-520-779	JULY 97	UNKNOWN
GREAT NEWS	#TX4-884-214	JULY 98	UNKNOWN
GREAT NEWS	#TX5-080-488	JULY 99	UNKNOWN
GREAT NEWS	#TX-6-198-223	JUNE '05	UNKNOWN
GREAT NEWS	#TX-6-399-443	JUNE '06	UNKNOWN
GREAT NEWS	#TX-6-594-700	JUNE '07	UNKNOWN
GREAT NEWS	#TX5-133-493	JUNE 00	UNKNOWN
GREAT NEWS	#TX5-346-772	JUNE 01	UNKNOWN
GREAT NEWS	#TX5-599-991	JUNE 02	UNKNOWN
GREAT NEWS	#TX5-755-970	JUNE 03	UNKNOWN
GREAT NEWS	#TX5-989-558	JUNE 04	UNKNOWN
GREAT NEWS	#TX3-617-612	JUNE 1993	UNKNOWN
GREAT NEWS	#TX3-834-245	JUNE 1994	UNKNOWN
GREAT NEWS	#TX4-074-209	JUNE 1995	UNKNOWN
GREAT NEWS	#TX7-221-853	JUNE 2009	UNKNOWN
GREAT NEWS	#TX7-203-360	JUNE 2010	UNKNOWN
GREAT NEWS	#TX7-393-784	JUNE 2011	UNKNOWN
GREAT NEWS	#TX7-555-020	JUNE 2012	UNKNOWN
GREAT NEWS	#TX7-738-552	JUNE 2013	UNKNOWN
GREAT NEWS	#TX-7-925-888	JUNE 2014	UNKNOWN
GREAT NEWS	#TX-8-130-282	JUNE 2015	UNKNOWN
GREAT NEWS	#TX4-242-970	JUNE 96	UNKNOWN
GREAT NEWS	#TX4-591-741	JUNE 97	UNKNOWN
GREAT NEWS	#TX4-726-333	JUNE 98	UNKNOWN
GREAT NEWS	#TX5-578-354	MAR 02	UNKNOWN
GREAT NEWS	#TX5-736-464	MAR 03	UNKNOWN
GREAT NEWS	#TX5-958-292	MAR 04	UNKNOWN
GREAT NEWS	#TX-6-173-889	MAR. '05	UNKNOWN
GREAT NEWS	#TX-6-357-189	MAR. '06	UNKNOWN
GREAT NEWS	#TX-6-564-317	MAR. '07	UNKNOWN
GREAT NEWS	#TX6-935-985	MARCH '08	UNKNOWN
GREAT NEWS	#TX5-087-073	MARCH 00	UNKNOWN

**HOBICO, INC.****SCHEDULE AB60: COPYRIGHTS**

<b>Title</b>	<b>Copyright Number</b>	<b>Date</b>	<b>Current Value</b>
GREAT NEWS	#TX5-373-217	MARCH 01	UNKNOWN
GREAT NEWS	#TX3-545-169	MARCH 1993	UNKNOWN
GREAT NEWS	#TX3-803-260	MARCH 1994	UNKNOWN
GREAT NEWS	#TX4-038-879	MARCH 1995	UNKNOWN
GREAT NEWS	#TX7-267-486	MARCH 2009	UNKNOWN
GREAT NEWS	#TX7-195-958	MARCH 2010	UNKNOWN
GREAT NEWS	#TX7-366-278	MARCH 2011	UNKNOWN
GREAT NEWS	#TX7-550-959	MARCH 2012	UNKNOWN
GREAT NEWS	#TX7-711-724	MARCH 2013	UNKNOWN
GREAT NEWS	#TX-7-903-891	MARCH 2014	UNKNOWN
GREAT NEWS	#TX-8-072-067	MARCH 2015	UNKNOWN
GREAT NEWS	#TX-8-252-682	MARCH 2016	UNKNOWN
GREAT NEWS	#TX4-253-056	MARCH 96	UNKNOWN
GREAT NEWS	#TX4-469-125	MARCH 97	UNKNOWN
GREAT NEWS	#TX4-755-182	MARCH 98	UNKNOWN
GREAT NEWS	#TX-6-198-222	MAY '05	UNKNOWN
GREAT NEWS	#TX-6-594-701	MAY '07	UNKNOWN
GREAT NEWS	#TX7-151-281	MAY '08	UNKNOWN
GREAT NEWS	#TX5-133-494	MAY 00	UNKNOWN
GREAT NEWS	#TX5-346-773	MAY 01	UNKNOWN
GREAT NEWS	#TX5-599-990	MAY 02	UNKNOWN
GREAT NEWS	#TX5-755-971	MAY 03	UNKNOWN
GREAT NEWS	#TX5-989-559	MAY 04	UNKNOWN
GREAT NEWS	#TX3-553-495	MAY 1993	UNKNOWN
GREAT NEWS	#TX3-834-244,	MAY 1994	UNKNOWN
GREAT NEWS	#TX4-074-210	MAY 1995	UNKNOWN
GREAT NEWS	#TX7-221-854	MAY 2009	UNKNOWN
GREAT NEWS	#TX7-203-338	MAY 2010	UNKNOWN
GREAT NEWS	#TX7-393-769	MAY 2011	UNKNOWN
GREAT NEWS	#TX7-554-982	MAY 2012	UNKNOWN
GREAT NEWS	#TX7-738-551	MAY 2013	UNKNOWN
GREAT NEWS	#TX-7-925-889	MAY 2014	UNKNOWN
GREAT NEWS	#TX-8-130-285	MAY 2015	UNKNOWN
GREAT NEWS	#TX-8-276-869	MAY 2016	UNKNOWN
GREAT NEWS	#TX4-250-983	MAY 96	UNKNOWN
GREAT NEWS	#TX4-560-290	MAY 97	UNKNOWN
GREAT NEWS	#TX4-726-332	MAY 98	UNKNOWN
GREAT NEWS	#TX-6-399-442	MAY. '06	UNKNOWN
GREAT NEWS	#TX-6-289-014	NOV '05	UNKNOWN
GREAT NEWS	#TX5-696-196	NOV 02	UNKNOWN
GREAT NEWS	#TX6-088-677	NOV 04	UNKNOWN
GREAT NEWS	#TX5-532-204	NOV 01	UNKNOWN
GREAT NEWS	#TX-6-489-324	NOV. '06	UNKNOWN
GREAT NEWS	#TX7-009-627	NOVEMBER '07	UNKNOWN

**HOBICO, INC.****SCHEDULE AB60: COPYRIGHTS**

<b>Title</b>	<b>Copyright Number</b>	<b>Date</b>	<b>Current Value</b>
GREAT NEWS	#TX5-265-037	NOVEMBER 00	UNKNOWN
GREAT NEWS	#TX3-685-049	NOVEMBER 1993	UNKNOWN
GREAT NEWS	#TX3-990-223	NOVEMBER 1994	UNKNOWN
GREAT NEWS	#TX4-179-755	NOVEMBER 1995	UNKNOWN
GREAT NEWS	#TX7-268-278	NOVEMBER 2008	UNKNOWN
GREAT NEWS	#TX7-307-841	NOVEMBER 2010	UNKNOWN
GREAT NEWS	#TX7-555-192	NOVEMBER 2011	UNKNOWN
GREAT NEWS	#TX7-638-119	NOVEMBER 2012	UNKNOWN
GREAT NEWS	#TX7-815-399	NOVEMBER 2013	UNKNOWN
GREAT NEWS	#TX-7-991-288	NOVEMBER 2014	UNKNOWN
GREAT NEWS	#TX-8-209-354	NOVEMBER 2015	UNKNOWN
GREAT NEWS	#TX4-411-957	NOVEMBER 96	UNKNOWN
GREAT NEWS	#TX4-673-576	NOVEMBER 97	UNKNOWN
GREAT NEWS	#TX4-859-140	NOVEMBER 98	UNKNOWN
GREAT NEWS	#TX4-859-140	NOVEMBER 98	UNKNOWN
GREAT NEWS	#TX5-047-376	NOVEMBER 99	UNKNOWN
GREAT NEWS	#TX-6-258-868	OCT '05	UNKNOWN
GREAT NEWS	#TX5-664-277	OCT 02	UNKNOWN
GREAT NEWS	#TX5-869-578	OCT 03	UNKNOWN
GREAT NEWS	#TX6-064-882	OCT 04	UNKNOWN
GREAT NEWS	#TX3-649-130	OCT. 1993	UNKNOWN
GREAT NEWS	#TX5-424-034	OCTOBER 00	UNKNOWN
GREAT NEWS	#TX5-470-765	OCTOBER 01	UNKNOWN
GREAT NEWS	#TX7-114-661	OCTOBER '07	UNKNOWN
GREAT NEWS	#TX7-217-641	OCTOBER '08	UNKNOWN
GREAT NEWS	#TX3-849-273	OCTOBER 1994	UNKNOWN
GREAT NEWS	#TX4-112-404	OCTOBER 1995	UNKNOWN
GREAT NEWS	#TX7-323-351	OCTOBER 2009	UNKNOWN
GREAT NEWS	#TX7-273-488	OCTOBER 2010	UNKNOWN
GREAT NEWS	#TX7-477-409	OCTOBER 2011	UNKNOWN
GREAT NEWS	#TX7-610-995	OCTOBER 2012	UNKNOWN
GREAT NEWS	#TX7-796-731	OCTOBER 2013	UNKNOWN
GREAT NEWS	#TX-7-984-646	OCTOBER 2014	UNKNOWN
GREAT NEWS	#TX-8-199-950	OCTOBER 2015	UNKNOWN
GREAT NEWS	#TX3-482-321	OCTOBER '92	UNKNOWN
GREAT NEWS	#TX4-397-364	OCTOBER 96	UNKNOWN
GREAT NEWS	#TX4-584-609	OCTOBER 97	UNKNOWN
GREAT NEWS	#TX4-790-371	OCTOBER 98	UNKNOWN
GREAT NEWS	#TX4-790-371	OCTOBER 98	UNKNOWN
GREAT NEWS	#TX5-080-154	OCTOBER 99	UNKNOWN
GREAT NEWS	#TX5-664-276	SEPT 02	UNKNOWN
GREAT NEWS	#TX5-869-579	SEPT 03	UNKNOWN
GREAT NEWS	#TX6-064-883	SEPT 04	UNKNOWN
GREAT NEWS	#TX-6-258-869	SEPT. '05	UNKNOWN



**HOBICO, INC.****SCHEDULE AB60: COPYRIGHTS**

<b>Title</b>	<b>Copyright Number</b>	<b>Date</b>	<b>Current Value</b>
GREAT NEWS	#TX3-649-131	SEPT. 1993	UNKNOWN
GREAT NEWS	#TX5-470-764	SEPTEMBER 01	UNKNOWN
GREAT NEWS	#TX-7-114-687	SEPTEMBER '07	UNKNOWN
GREAT NEWS	#TX7-217-646	SEPTEMBER '08	UNKNOWN
GREAT NEWS	#TX5-424-033	SEPTEMBER 00	UNKNOWN
GREAT NEWS	#TX3-849-292	SEPTEMBER 1994	UNKNOWN
GREAT NEWS	#TX4-112-405	SEPTEMBER 1995	UNKNOWN
GREAT NEWS	#TX7-323-344	SEPTEMBER 2009	UNKNOWN
GREAT NEWS	#TX7-273-485	SEPTEMBER 2010	UNKNOWN
GREAT NEWS	#TX7-477-411	SEPTEMBER 2011	UNKNOWN
GREAT NEWS	#TX7-611-571	SEPTEMBER 2012	UNKNOWN
GREAT NEWS	#TX7-796-724	SEPTEMBER 2013	UNKNOWN
GREAT NEWS	#TX-7-984-648	SEPTEMBER 2014	UNKNOWN
GREAT NEWS	#TX-8-199-946	SEPTEMBER 2015	UNKNOWN
GREAT NEWS	#TX4-397-365	SEPTEMBER 96	UNKNOWN
GREAT NEWS	#TX4-597-957	SEPTEMBER 97	UNKNOWN
GREAT NEWS	#TX4-790-370	SEPTEMBER 98	UNKNOWN
GREAT NEWS	#TX4-790-370	SEPTEMBER 98	UNKNOWN
GREAT NEWS	#TX5-078-972	SEPTEMBER 99	UNKNOWN
GREAT NEWS REGISTRATION	#TX3-405-687	SEPTEMBER 1992	UNKNOWN
HELIMAX AT WWW.BESTRC.COM/HELIMAX/INDEX.HTML	#TX 6-125-436		UNKNOWN
HOBICO SUPERSTAR 40 INSTRUCTION MANUAL	#TX-3-734-609		UNKNOWN
MAJESTY (GIVING RIGHTS TO "DESIGNORY" A CALIFORNIA CORPORATION)		6/30/1997	UNKNOWN
PATRIOT ARF TRIM SCHEME	#VA640-820		UNKNOWN
TOWER CATALOG	#TX 3-667-755	1994	UNKNOWN
TOWER CATALOG	#TX 3-891-097	1995	UNKNOWN
TOWER CATALOG	#TX 5-542-911	2002	UNKNOWN
TOWER HOBBIES 1992 CATALOG	#TX 3-301-225	4/13/1992	UNKNOWN
TOWER HOBBIES 2000 CATALOG	#TX 5-047-377	2000	UNKNOWN
TOWER HOBBIES 2015 CATALOG	#TX- 7-991-215	2015	UNKNOWN
TOWER HOBBIES CATALOG	#TX 6-088-674	2005	UNKNOWN
TOWER HOBBIES CATALOG	#TX 4-220-439	1996	UNKNOWN
TOWER HOBBIES CATALOG	#TX4-682-114	1998	UNKNOWN
TOWER HOBBIES CATALOG	#TX4-859-139	1999	UNKNOWN
TOWER HOBBIES CATALOG	#TX4-859-139	1999	UNKNOWN
TOWER HOBBIES CATALOG	#TX 5-975-478	2004	UNKNOWN
TOWER HOBBIES CATALOG	#TX 7-010-055	2008	UNKNOWN
TOWER HOBBIES CATALOG	#TX 7-268-273	2009	UNKNOWN
TOWER HOBBIES CATALOG	#TX 7-552-932	2010	UNKNOWN
TOWER HOBBIES CATALOG	#TX 7-273-477	2011	UNKNOWN
TOWER HOBBIES CATALOG	#TX 7-638-103	2013	UNKNOWN

**HOBBICO, INC.****SCHEDULE AB60: COPYRIGHTS**

<b>Title</b>	<b>Copyright Number</b>	<b>Date</b>	<b>Current Value</b>
TOWER HOBBIES CATALOG	#TX 7-815-397	2014	UNKNOWN
TOWER HOBBIES CATALOG	#TX- 8-209-351	2016	UNKNOWN
TOWER HOBBIES CATALOG 1993 - REGISTRATION	#TX 3-412-972	1993	UNKNOWN
TRIM SCHEME – MATT CHAPMAN'S CAP 232 AIRPLANE AND RC MODEL	#VA 1-287-153		UNKNOWN
		<b>TOTAL:</b>	<b>\$0.00</b>

**HOBIBICO, INC.****SCHEDULE AB60: PATENTS**

<b>Title/ DBR Reference Number</b>	<b>Inventor(s)</b>	<b>Application No./Filing Date</b>	<b>Patent No./ Issue Date</b>	<b>Owner</b>	<b>Current Status</b>
Reciprocating Slot Cutting Tool (P1226US)	James J. Schmidt	09/144,777 09/01/1998	6,094,826 08/01/2000	Hobbico, Inc.	All fees paid Expires 09/01/2018
System and Method for Converting Radio Control Transmitter and Joystick Controller Signals into Universal Serial Bus Signals (P1716US)	Neal E. Cloud Mark D. Williams Scott Kemp	10/354,484 01/30/2003	6,842,804 01/11/2005	Hobbico, Inc.	All fees paid Expires 04/26/2023
Model Landing Gear Assembly (P2039US)	Miguel A. Frontera Castaner	10/690,062 10/21/2003	6,886,780 05/03/2005	Hobbico, Inc.	All fees paid Expires 01/15/2024
Empennage Assembly and Attachment Mechanism for a Model Airplane (P2040US)	Miguel A. Frontera Castaner	10/690,065 10/21/2003	6,938,856 09/06/2005	Hobbico, Inc.	All fees paid Expires 04/05/2024
Wing Attachment Mechanism for a Model Airplane (P2177US)	Miguel A. Frontera Castaner	10/841,126 05/07/2004	7,182,666 02/27/2007	Hobbico, Inc.	Final maintenance fee due 08/27/2018 Expires 05/07/2024
Method for Attaching an Empennage Assembly to a Model Airplane (P2040DIV)	Miguel A. Frontera Castaner	10/895,164 07/20/2004	6,986,695 01/17/2006	Hobbico, Inc.	All fees paid Expires 02/29/2024
System and Method for Converting Radio Control Transmitter and	Neal E. Cloud Mark D. Williams	10/990,850 11/17/2004	7,010,628 03/07/2006	Hobbico, Inc.	All fees paid. Expires 01/30/2023

**HOBIBICO, INC.****SCHEDULE AB60: PATENTS**

<b>Title/ DBR Reference Number</b>	<b>Inventor(s)</b>	<b>Application No./Filing Date</b>	<b>Patent No./ Issue Date</b>	<b>Owner</b>	<b>Current Status</b>
Joystick Controller Signals into Universal Serial Bus Signals (P1716DIV)	Scott Kemp				
Model Vehicle Transmission System (P2330US)	Gregory Paul Dultsman Richard Arlin Vessell	11/13/73,734 05/25/2005	7,390,280 06/24/2008	Hobbico, Inc.	Final maintenance fee due 12/24/2019 Expires 02/11/2026
Method and Apparatus for Wing Mounting for a Model Airplane (P3290US)	Miguel A. Frontera Castaner Keh-Bing Sheng	12/620,081 11/17/2009	8,128,451 03/06/2012	Hobbico, Inc.	2nd maintenance fee due 09/06/2019 Expires 03/26/2030
Radio Frequency Transmitter Adaptors, Methods and Articles of Manufacture (P3930US)	Neal Cloud David Johnson Kevin Waite Zhou Zhenmin	13/309,219 12/01/2011	8,902,048 12/02/2014	Hobbico, Inc.	1st maintenance fee due 06/02/2018 Expires 08/20/2032
Electrical Connector Assembly (P4344DES, Star Plug)	Neal Cloud Shane Curry Kevin Burner	29/499,191 08/12/2014	D749,046 02/09/2016	Hobbico, Inc.	Design Patent expires 02/09/2030
Electrical Connector Assembly (P4344US, Star Plug)	Shane Curry Neal Cloud Kevin Burner Robert Csiki Jamie M. Seymour	14/987,342 01/04/2016		Hobbico, Inc.	Allowed. Issue fee due 02/22/2018
Connection System for Detachably Connecting Components and Kit with Such (P4786US)	Carsten Rosenbohm	15/078,376 03/23/2016		Hobbico, Inc. (by assignment from Revell GmbH)	Pending. Response to Restriction Requirement due 02/11/2018

# HOBIBICO, INC.


## SCHEDULE AB60: PATENTS

Title/ DBR Reference Number	Inventor(s)	Application No./Filing Date	Patent No. / Issue Date	Owner	Current Status
Unmanned Vehicle Camera Orientation (P4894PRO)	Gordon Cockburn	62/572,415 10/14/2017		Hobbico, Inc.	Pending. Regular U.S. and foreign filing due 10/14/2018
Battery Cradle and Battery Cradle Assembly (P4895US)	Wojciech Nodzykowski Adam Skelding Jami Jones Jason Dearden Ben Cosgrove	15/804,705 11/06/2017		Hobbico, Inc.	Pending – awaiting examination
Radio Frequency Transmitter Adaptors, Methods and Articles of Manufacture (P3930PCT)	Neal Cloud David Johnson Kevin Waite Zhou Zhenmin	PCT/US2012/066817 11/28/2012		Hobbico, Inc.	No national phase filings, per client instructions


**HOBIBICO, INC.****SCHEDULE AB60: TRADEMARKS**

Trademark	Country/ Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class, Goods and Services
21ST CENTURY	United States of America	74/147648 14-Mar-1991	1753070 16-Feb-1993	16-Feb-2023	Registered	Cl. 28: Film and fabric coverings for model airplanes
AQUACRAFT	European Community	011199361 19-Sep-2012	011199361 18-Feb-2013	19-Sep-2022	Registered	Cl. 28: Radio-controlled model boats and component parts therefor, namely, propellers, drain plugs, rudder blades, fins and starting belts all being sold for model boats.
AQUACRAFT	United States of America	77/816302 31-Aug-2009	3862736 19-Oct-2010	19-Oct-2020	Registered	Cl. 28: Radio-controlled model boats and component parts therefor, namely, propellers, drain plugs, rudder blades, fins, and starting belts
ARRMA	Australia	1604188 05-Feb-2014	1604188 02-Sep-2015	05-Feb-2024	Registered	Cl. 28: Radio-controlled model vehicles
ARRMA	European Community	011199536 19-Sep-2012	011199536 30-Jan-2013	19-Sep-2022	Registered	Cl. 28: Radio-controlled model vehicles
ARRMA	United States of America	85/645808 07-Jun-2012	4254106 04-Dec-2012	04-Dec-2022	Registered	Cl. 28: Radio-controlled model vehicles
ARRMA (stylized)	Australia	1604189 05-Feb-2014	1604189 02-Sep-2015	05-Feb-2024	Registered	Cl. 28: Radio-controlled model vehicles
ARRMA (stylized)	United States of America	85/715942 29-Aug-2012	4363735 09-Jul-2013	09-Jul-2023	Registered	Cl. 28: Radio-controlled model vehicles
ARROW and Design	Brazil	827034725 29-Oct-2004	827034725 24-Mar-2009	24-Mar-2019	Registered	Cl. 42: Mail order distributor services in the field of radio controlled models

**HOBIBICO, INC.****SCHEDULE AB60: TRADEMARKS**

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
	United States of America	74/454913 08-Nov-1993	1856102 27-Sep-1994	27-Sep-2024	Registered	Cl. 42: Mail order services in the field of radio controlled models
AXIAL	China (People's Republic)	8763058 21-Oct-2010	8763058 28-Oct-2011	28-Oct-2021	Registered	Cl. 25: Clothing; shirts; t-shirts; caps; baseball caps
AXIAL	China (People's Republic)	8763059 21-Oct-2010	8763059 28-Dec-2011	28-Dec-2021	Registered	Cl. 28: Remote-controlled toy vehicles; radio-controlled toy vehicles; engines for remote-controlled toy vehicles; parts of engines for remote-controlled toy vehicles; wheels for remote-controlled toy vehicles; tires for remote-controlled toy vehicles; lights for remote-controlled toy vehicles; exhaust pipes for remote-controlled toy vehicles; chassis for remote-controlled toy vehicles; electronics for remote-controlled toy vehicles; plastic parts for remote-controlled toy vehicles; bodies for remote-controlled toy vehicles
AXIAL	European Community	009092982 10-May-2010	009092982 26-Oct-2010	10-May-2020	Registered	Cl. 8: Scissors; wrenches; hex drivers; socket drivers; reamers; flywheel remover tools; Cl. 25: Clothing; shirts; t-shirts; caps; baseball caps; Cl. 28: Remote-controlled toy vehicles; radio-controlled toy vehicles; parts and accessories for remote-controlled vehicles and radio-controlled vehicles
AXIAL	Korea, Republic of	40-2010-51160 05-Oct-2010	40-0946148 27-Dec-2012	27-Dec-2022	Registered	Cl. 28: Remote-controlled toy vehicles; radio-controlled toy vehicles; chassis for remote-controlled toy vehicles; chassis for radio-controlled toy vehicles; engines for remote-controlled toy vehicles; engines for radio-controlled toy vehicles; wheels for remote-controlled toy vehicles; wheels for radio-controlled toy vehicles; tires for remote-controlled toy vehicles; tires for radio-controlled toy vehicles
AXIAL	United States of America	78/866137 20-Apr-2006	3302091 02-Oct-2007	02-Oct-2027	Registered	Cl. 28: Remote-control cars; radio-control cars; remote-control car parts and accessories; radio-control car parts and accessories

**HOBIBICO, INC.****SCHEDULE AB60: TRADEMARKS**

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
AXIAL (in Chinese characters) 	China (People's Republic)	8763062 21-Oct-2010	8763062 28-Dec-2011	27-Dec-2021	Registered	Cl. 28: Remote-controlled toy vehicles; Radio-controlled toy vehicles; Toys; Toy vehicles; wheels for remote-controlled toy vehicles; Tires for remote-controlled toy vehicles; Lights for remote-controlled toy vehicles; Exhaust pipes for remote-controlled toy vehicles; Chassis for remote-controlled toy vehicles; Scale model vehicles; Bodies for remote-controlled toy vehicles
BARGAIN SHOPPER	United States of America	74/238851 21-Jan-1992	1741264 22-Dec-1992	22-Dec-2022	Registered	Cl. 16: Mail order sales catalog featuring radio controlled models and accessories therefor
C-ME	China (People's Republic)	21-Mar-2017			Pending	Cl. 12: Camera drone
C-ME	European Union	015917495 13-Oct-2016	015917495 07-Feb-2017	13-Oct-2026	Registered	Cl. 12: Camera drone
C-ME	United States of America	87/186156 28-Sep-2016			Allowed	Cl. 12: Camera drone
COX	Argentina	2676437 06-Jun-2006	2137293 16-Jan-2007	16-Jan-2027	Registered	Cl. 28: All goods in International Class 28, except rubber balls, and rubber toys, body rehabilitation apparatus; inflatable or transportable plastic swimming pools.
COX	Australia	300635 21-Sep-1976	300635 07-Nov-1980	21-Sep-2027	Registered	Cl. 28: Model airplanes and parts and accessories therefor, including engines for use with such models.



**HOBIBICO, INC.****SCHEDULE AB60: TRADEMARKS**

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
COX	Australia	340150 21-Sep-1976	340150 21-Sep-1976	21-Sep-2027	Registered	Cl. 28: Model boats, trains, motor cars, vehicles, space vehicles and the like; engines for use in some models including electric engines; reaction engines, steam engines, internal combustion engines; tracks for model land vehicles, slot racing and electric train sets; parts and accessories for all the aforementioned goods, all being goods in this class; but not including model airplanes and parts and accessories therefor, including engines for use with such models.
COX	China (People's Republic)	21823203 08-Nov-2016			Pending	Cl. 9: Electronic radio transmitters, receivers, servos and batteries and battery chargers for controlling the operation of engine power toy model vehicles and aircraft.
COX	China (People's Republic)	21823202 08-Nov-2016			Pending	Cl. 28: Toy model vehicles and aircrafts.
COX	European Union	015863804 30-Sep-2016	015863804 06-Mar-2017	30-Sep-2026	Registered	Cl. 9: Electronic radio transmitters, receivers, servos and batteries and battery chargers for controlling the operation of engine power toy model vehicles and aircraft. Cl. 28: Toy model vehicles and aircrafts.
COX	France	93/494888 02-Dec-1993	93494888 02-Dec-1993	02-Dec-2023	Registered	Cl. 07: Cl. 09: Cl. 12: Cl. 28:
COX	Germany	C46139/28WZ 16-Dec-1993	2096792 17-May-1995	16-Dec-2023	Registered	Cl. 28: Toys, as far as contained in class 28, particularly model airplanes and model vehicles; model fuel drive engines as components of the aforementioned model airplanes and model vehicles.

# HOBIBICO, INC.

## SCHEDULE AB60: TRADEMARKS







Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
COX	Italy	R2007/CO02065 08-Sep-1987	1287327 21-Mar-1989	08-Sep-2027	Registered	Cl. 07: Motors of any kind for models of vehicles of transport. Cl. 09: Mechanical, electrical control devices, provided with wire or wireless. Cl. 12: Motors of any kind for models of vehicles of transport.
COX	Mexico	1722436 07-Mar-2016			Pending	Cl. 9: Electronic radio transmitters, receivers, and servos for controlling the operation of engine powered toy aircraft models from a remote location; batteries and battery chargers.
COX	Mexico	1722437 07-Mar-2016			Pending	Cl. 28: Model airplanes and component parts.
COX	New Zealand	121212 03-Oct-1977	121212 17-Jun-1985	03-Oct-2022	Registered	Cl. 22: Engine powered models and model engines.

# HOBIBICO, INC.

## SCHEDULE AB60: TRADEMARKS






Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
COX	Switzerland	3182 30-Jun-1976	283845 08-Sep-1976	30-Jun-2026	Registered	Cl. 4: and Cl. 28: Games, playthings; reduced scale models such as airplanes, boats, trains, cars, cranes, vehicles, space crafts and the like; motors for reduced scale models, namely, electric motors, pressure gas motors, steam-driven engines and combustion engines; tracks for scale model vehicles; reduced scale racing cars and reduced scale railway installations; accessories for and components of the above mentioned goods; motor spirit.
COX	United Kingdom	981020 28-Sep-1971	981020 04-Mar-1974	28-Sep-2026	Registered	Cl. 28: Games (other than ordinary playing cards) and playthings.
COX	United States of America	87/088200 29-Jun-2016	5169909 28-Mar-2017	28-Mar-2027	Registered	Cl. 9: Toy model vehicles Cl. 28: Electronic radio transmitters; receivers, servos and batteries and battery chargers for controlling the operation of engine-powered toy model vehicles and aircraft.
COX and Design	Australia	317423 18-Apr-1978	A317423 26-May-1981	18-Apr-2019	Registered	Cl. 28: Model airplanes and parts accessories therefor, including engines for use with such models
COX and Design	Australia	1468182 19-Jul-2011	1102204 05-Jan-2012	19-Jul-2021	Registered	Cl. 9: Electronic radio transmitters, receivers, and servos for controlling the operation of engine powered toy aircraft models from a remote location; batteries and battery chargers Cl. 28: Model airplanes and component parts

**HOBIBICO, INC.****SCHEDULE AB60: TRADEMARKS**

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
 COX and Design	Austria	4473/98 21-Jul-1998	178395 09-Oct-1998	09-Oct-2018	Registered	Cl. 9: Good not listed in English Cl. 28: Goods not listed in English
 COX and Design	Benelux	0040126 02-Mar-1978	0351554 02-Mar-1978	02-Mar-2018	Registered	Cl. 09: Parts and accessories included in this class to build models of vehicles, aircraft models and other structures to lift air control systems including radio, transmitter, receiver and servo radio devices to control the operation of toys and models from a remote location and communication purposes. Cl. 28: Model of construction of vehicles, model of planes and other structures with air bearing pressure, parts and accessories included/ understood in this class for those
 COX and Design	Canada	777569 10-Mar-1995	TMA470484 04-Feb-1997	04-Feb-2027	Registered	N/A: Vehicles and model airplanes of the toy model racing type, including engines and radio controls therefor
 COX and Design	Canada	1536258 19-Jul-2011	TMA842569 07-Feb-2013	07-Feb-2028	Registered	N/A: Model airplanes and component parts, namely, batteries and battery chargers; electronic radio transmitters; receivers; and servos for controlling the operation of engine powered toy aircraft models from a remote location
 COX and Design	China (People's Republic)	19-Jul-2011	1102204 05-Jan-2012	19-July-2021	Registered	Cl. 9: Electronic radio transmitters, receivers, and servos for controlling the operation of engine powered toy aircraft models from a remote location; batteries and battery chargers; Cl. 28: Model airplanes and component parts
 COX and Design	China (People's Republic)	19-May-1998	1307913 28-Aug-1999	28-Aug-2019	Registered	Cl. 16: Printed teaching, technical, instructional and educational material, printed matter, publications; books, newspapers.





# HOBIBICO, INC.

## SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
 COX and Design	European Community	01162650 05-May-1999	001162650 26-Mar-2001	05-May-2019	Registered	Class 28: Toy model vehicles and aircrafts
 COX and Design	European Community	19-Jul-2011	1102204 05-Jan-2012	19-Jul-2021	Registered	Cl. 9: Electronic radio transmitters, receivers, and servos for controlling the operation of engine powered toy aircraft models from a remote location; batteries and battery chargers Cl. 28: Model airplanes and component parts
 COX and Design	Hong Kong	14-May-1998	199907203AA 14-May-1998	14-May-2025	Registered	Cl. 9: Apparatus for recording, transmitting and reproducing sound and/or images; motion picture films, video tapes, video disks and recorded magnetic tapes with sounds and/or images; sound recordings; phonograph recordings; phonograph records and disks; magnetic data carriers Cl. 16: Printed teaching, technical, instructional and educational materials; printed matter; publications; books and newspapers Cl. 28: Powered and non-powered model rockets, aircraft, helicopters, spacecraft, marine craft, land vehicles, all being toys; kits for making, building and assembling all the aforesaid toy models; toy engines and toy motors for powering the aforesaid models; spare parts and accessories for all the aforesaid goods
 COX and Design	Japan	19-Jul-2011	1102204 05-Jan-2012	19-Jul-2021	Registered	Cl. 28: Radio-controlled model aircrafts and component parts
 COX and Design	Madrid Protocol Intl Registration	19-Jul-2011	1102204 05-Jan-2012	19-Jul-2021	Registered	Cl. 9: Electronic radio transmitters, receivers, and servos for controlling the operation of engine powered toy aircraft models from a remote location; batteries and battery chargers








# HOBIBICO, INC.

## SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
 COX and Design	Mexico	1722438 07-Mar-2016			Pending	Cl. 9: Electronic radio transmitters, receivers, and servos for controlling the operation of engine powered toy aircraft models from a remote location; batteries and battery chargers.
 COX and Design	Mexico	1722439 07-Mar-2016			Pending	Cl. 28: Model airplanes and component parts.
 COX and Design	South Africa	95/05595 02-May-1995	95/05595 19-May-1998	02-May-2025	Registered	Class 28: Games and playthings including vehicles and model airplanes of the toy model racing type and engines therefor
 COX and Design	Spain	07-Jun-1993	1765897 07-Jun-1993	07-Jun-2023	Registered	Cl. 28: Construction models of vehicles, model airplanes, and other aerofoil structures

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## SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
 COX and Design	Sweden	781134 01-Mar-1978	172847 11-Jul-1980	11-Jul-2020	Registered	Cl. 9: Radio control systems intended for the operation of toys and hobby models including model airplanes as well as electronic radio transmitters, -receivers and servos for controlling toy and hobby models from a remote location and for communication systems
 COX and Design	Taiwan	81042943 25-Aug-1992	605641 16-Jul-1993	15-Jul-2023	Registered	Cl. 28: Taiwan Nat'l Class 78: Model toy vehicles, space rockets, aircraft, space shuttles, airships; model toy vehicles; model toy airplanes; combination model toy vehicles; space rockets; space shuttles; airships, aircraft; vehicles and airplanes; engines for model airplanes, engines for model toys vehicles and aircraft in local Class 78 (corresponding to current Class 28)
 COX and Design	United States of America	72/381214 18-Jan-1971	944537 10-Oct-1972	10-Oct-2022	Registered	Cl. 28: Vehicles and model airplanes of the toy model racing type
 COX and Design	United States of America	75/936102 06-Mar-2000	2435166 13-Mar-2001	13-Mar-2021	Registered	Cl. 9: Electronic radio transmitters, receivers, and servos for controlling the operation of engine powered toy aircraft models from a remote location
 COX and Design	United States of America	85/220742 19-Jan-2011	4104253 28-Feb-2012	28-Feb-2022	Registered	Cl. 9: Batteries and battery chargers Cl. 28: Model airplanes
 DBOOTS	United States of America	85/645823 07-Jun-2012	4254108 04-Dec-2012	04-Dec-2022	Registered	Cl. 28: Radio-controlled model vehicle component parts, namely tires
 DBOOTS and Design	United States of America	85/715950 29-Aug-2012	4323983 23-Apr-2013	23-Apr-2023	Registered	Cl. 28: Radio-controlled model vehicle component parts, namely tires

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Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
DROMIDA	Brazil	909821682 12-Aug-2015			Published	Cl. 7: Motors and engines for radio-controlled model vehicles and aircraft.
DROMIDA	Brazil	909821720 12-Aug-2015			Published	Cl. 9: Batteries and battery chargers; radios and accessories, namely electronic servo motor controllers, electric switches radio receivers and electric speed controllers.
DROMIDA	Brazil	909821763 12-Aug-2015			Published	Cl. 16: Decals and stickers.
DROMIDA	Brazil	909821810 12-Aug-2015			Published	Cl. 28: Radio-controlled model vehicles and aircraft.
DROMIDA	Brazil	909821909 12-Aug-2015			Published	Cl. 35: Distributorship services in the field of radio-controlled model vehicles and aircraft and component parts.
DROMIDA	Chile	1164647 31-Jul-2015	1188697 10-Dec-2015	10-Dec-2025	Registered	Cl. 7: Motors and engines for radio-controlled model vehicles and aircraft.
DROMIDA	Chile	1164645 31-Jul-2015	1188696 10-Dec-2015	10-Dec-2025	Registered	Cl. 9: Batteries and battery chargers; radios and accessories, namely electronic servo motor controllers, electric switches radio receivers and electric speed controllers.
DROMIDA	Chile	1164644 31-Jul-2015	1188695 10-Dec-2015	10-Dec-2025	Registered	Cl. 16: Decals and stickers.
DROMIDA	Chile	1164643 31-Jul-2015	1188694 10-Dec-2015	10-Dec-2025	Registered	Cl. 28: Radio-controlled model vehicles and aircraft.



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Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
DROMIDA	Chile	1164642 31-Jul-2015	1199119 15-Mar-2016	15-Mar-2026	Registered	Cl. 35: Distributorship services in the field of radio-controlled model vehicles and aircraft and component parts.
DROMIDA	China	16-Jul-2015	1263596 16-Jul-2015	16-Jul-2025	Registered	Cl. 7: Motors and engines for radio-controlled model vehicles and aircraft. Cl. 9: Batteries and battery chargers; radios and accessories, namely electronic servo motor controllers, electric switches, radio receivers and electric speed controllers. Cl. 16: Decals and stickers. Cl. 28: Radio-controlled model vehicles and aircraft. Cl. 42: Distributorship services in the field of radio-controlled model vehicles and aircraft and component parts.
DROMIDA	European Community	16-Jul-2015	1263596 16-Jul-2015	16-Jul-2025	Registered	Cl. 7: Motors and engines for radio-controlled model vehicles and aircraft. Cl. 9: Batteries and battery chargers; radios and accessories, namely electronic servo motor controllers, electric switches, radio receivers and electric speed controllers. Cl. 16: Decals and stickers. Cl. 28: Radio-controlled model vehicles and aircraft. Cl. 42: Distributorship services in the field of radio-controlled model vehicles and aircraft and component parts.
DROMIDA	Internat'l Registration Madrid Protocol	16-Jul-2015	1263596 10-Sep-2015	16-Jul-2025	Registered	Cl. 7: Motors and engines for radio-controlled model vehicles and aircraft. Cl. 9: Batteries and battery chargers; radios and accessories, namely electronic servo motor controllers, electric switches, radio receivers and electric speed controllers. Cl. 16: Decals and stickers. Cl. 28: Radio-controlled model vehicles and aircraft. Cl. 42: Distributorship services in the field of radio-controlled model vehicles and aircraft and component parts.

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Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
DROMIDA	Thailand	1042279 23-May-2016			Pending	Cl. 7: Motors for radio-controlled model land vehicles Motors for radio-controlled model aircraft Engines for radio-controlled model land vehicles Engines for radio-controlled model aircraft
DROMIDA	Thailand	1042280 23-May-2016			Pending	Cl. 9: Electric batteries Electric battery chargers Radios Electronic servo motor controllers Electric switches Radio receivers Electric speed controllers
DROMIDA	Thailand	1042281 23-May-2016			Pending	Cl. 16: Decals, stickers
DROMIDA	Thailand	1042282 23-May-2016			Pending	Cl. 28: Radio-controlled model vehicles Radio-controlled model aircrafts
DROMIDA	Thailand	1042283 23-May-2016			Pending	Cl. 35: Management of distributorship in the field of radio-controlled model vehicles Management of distributorship in the field of radio-controlled model aircrafts Management of distributorship in the field of component parts of radio-controlled model vehicles Management of distributorship in the field of component parts of radio-controlled model aircraft

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Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
DROMIDA	United States of America	86/532652 12-Feb-2015	4854348 17-Nov-2015	17-Nov-2025	Registered	<p>Cl. 7: Motors and engines for radio-controlled model vehicles and aircraft;</p> <p>Cl. 9: Batteries and battery chargers; radios and accessories, namely electronic servo motor controllers, electric switches, radio receivers and electric speed controllers;</p> <p>Cl. 16: Decals and stickers;</p> <p>Cl. 28: Radio-controlled model vehicles and aircraft;</p> <p>Cl. 35: Distributorship services in the field of radio-controlled model vehicles and aircraft and component parts.</p>
DURATRAX	Albania	11-Aug-2010	1050732 14-Oct-2010	11-Aug-2020	Registered	<p>Cl. 3: Cleaning preparations for electric motors</p> <p>Cl. 4: Fuel for scale model radio-controlled vehicles</p> <p>Cl. 7: Electric motors for scale model radio-controlled vehicles; starter boxes for scale model radio-controlled vehicle and soldering jigs</p> <p>Cl. 9: Batteries, radio receivers, receiver battery packs, adapters and connectors, all for scaled model radio-controlled vehicles</p> <p>Cl. 28: Radio-controlled model car kits comprising plastic, metal and fiberglass parts including but not limited to chassis, bodies, ball-bearings, gear assemblies, joint installations, wheel base and tire assemblies, pinion installations, suspension assemblies, shocks, servo saver assemblies, steering rod assemblies, speed control assemblies, battery connector installations and trim for construction of a radio-controlled vehicles used for recreation or in sports competitions; glue, field bags, wrench sets, fuel bottles and electrical wire, all for scale model radio-controlled vehicle assembly and sold as a unit; replacement parts used on scale model radio-controlled cars</p>

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Trademark	Country Name	Appln. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
DURATRAX	Croatia	11-Aug-2010	1050732 14-Oct-2010	11-Aug-2020	Registered	<p>Cl. 3: Cleaning preparations for electric motors</p> <p>Cl. 4: Fuel for scale model radio-controlled vehicles</p> <p>Cl. 7: Electric motors for scale model radio-controlled vehicles, starter boxes for scale model radio-controlled vehicle and soldering jigs</p> <p>Cl. 9: Batteries, radio receivers, receiver battery packs, adapters and connectors, all for scaled model radio-controlled vehicles</p> <p>Cl. 28: Radio-controlled model car kits comprising plastic, metal and fiberglass parts including but not limited to chassis, bodies, ball-bearings, gear assemblies, joint installations, wheel base and tire assemblies, pinion installations, suspension assemblies, shocks, servo saver assemblies, steering rod assemblies, speed control assemblies, battery connector installations and trim for construction of a radio-controlled vehicles used for recreation or in sports competitions; glue, field bags, wrench sets, fuel bottles and electrical wire, all for scale model radio-controlled vehicle assembly and sold as a unit; replacement parts used on scale model radio-controlled cars</p>

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## SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
DURATRAX	European Community	002965481 10-Dec-2002	002965481 03-Sep-2004	10-Dec-2022	Registered	<p>Cl. 3: Cleaning preparations for electric motors</p> <p>Cl. 4: Fuel for scale model radio-controlled vehicles</p> <p>Cl. 7: Electric motors for scale model radio-controlled vehicles, starter boxes for scale model radio-controlled vehicle and soldering jigs</p> <p>Cl. 9: Batteries, radio receivers, receiver battery packs, adapters and connectors, all for scaled model radio-controlled vehicles</p> <p>Cl. 28: Radio-controlled model car kits comprising plastic, metal and fiberglass parts including but not limited to chassis, bodies, ball-bearings, gear assemblies, joint installations, wheel base and tire assemblies, pinion installations, suspension assemblies, shocks, servo saver assemblies, steering rod assemblies, speed control assemblies, battery connector installations and trim for construction of a radio-controlled vehicles used for recreation or in sports competitions; glue, field bags, wrench sets, fuel bottles and electrical wire, all for scale model radio-controlled vehicle assembly and sold as a unit</p>

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Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
DURATRAX	Internat'l Registration Madrid Protocol	11-Aug-2010	1050732 14-Oct-2010	11-Aug-2020	Registered	<p>Cl. 3: Cleaning preparations for electric motors</p> <p>Cl. 4: Fuel for scale model radio-controlled vehicles</p> <p>Cl. 7: Electric motors for scale model radio-controlled vehicles, starter boxes for scale model radio-controlled vehicle and soldering jigs</p> <p>Cl. 9: Batteries, radio receivers, receiver battery packs, adapters and connectors, all for scaled model radio-controlled vehicles</p> <p>Cl. 28: Radio-controlled model car kits comprising plastic, metal and fiberglass parts including but not limited to chassis, bodies, ball-bearings, gear assemblies, joint installations, wheel base and tire assemblies, pinion installations, suspension assemblies, shocks, servo saver assemblies, steering rod assemblies, speed control assemblies, battery connector installations and trim for construction of a radio-controlled vehicles used for recreation or in sports competitions; glue, field bags, wrench sets, fuel bottles and electrical wire, all for scale model radio-controlled vehicle assembly and sold as a unit; replacement parts used on scale model radio-controlled cars</p>

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Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
DURATRAX	Japan	2003-000421 07-Jan-2003	4826694 17-Dec-2004	17-Dec-2024	Registered	Cl. 3: Soaps and detergents for electric motors for radio-controlled vehicles Cl. 4: Liquid fuel for scale model radio-controlled vehicles Cl. 7: Motors, other than for land vehicles, metalworking machines and tools Cl. 9: Batteries and cells for scaled model-radio-controlled vehicles Cl. 28: Radio-controlled toy vehicles, starters for motors and engines for model-controlled vehicles; radio receivers for scaled model radio-controlled vehicles; electrical distribution or control machines/instruments for scaled model radio-controlled vehicles; rotary converters for scaled model radio-controlled vehicles

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Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
DURATRAX	Montenegro	11-Aug-2010	1050732 14-Oct-2010	11-Aug-2020	Registered	<p>Cl. 3: Cleaning preparations for electric motors</p> <p>Cl. 4: Fuel for scale model radio-controlled vehicles</p> <p>Cl. 7: Electric motors for scale model radio-controlled vehicles; starter boxes for scale model radio-controlled vehicle and soldering jigs</p> <p>Cl. 9: Batteries; radio receivers; receiver battery packs; adapters and connectors; all for scaled model radio-controlled vehicles</p> <p>Cl. 28: Radio-controlled model car kits comprising plastic, metal and fiberglass parts including but not limited to chassis, bodies, ball-bearings, gear assemblies; joint installations, wheel base and tire assemblies; pinion installations; suspension assemblies; shocks, servo saver assemblies; steering rod assemblies; speed control assemblies; battery connector installations and trim for construction of a radio-controlled vehicles used for recreation or in sports competitions; glue; field bags; wrench sets; fuel bottles and electrical wire; all for scale model radio-controlled vehicle assembly and sold as a unit; replacement parts used on scale model radio-controlled cars</p>
DURATRAX	Paraguay	08/24.611 09-Jul-2008	333975 21-Jun-2010	21-Jun-2020	Registered	<p>Cl. 28: Radio-controlled toy vehicles; starters for motors and engines for model-controlled vehicles; radio receivers for scaled model radio-controlled vehicles; electrical distribution or control machines/instruments for scaled model radio-controlled vehicles; rotary converters for scaled model radio-controlled vehicles</p>
DURATRAX	Paraguay	08/24.607 09-Jul-2008	328060 15-Feb-2010	15-Feb-2020	Registered	<p>Cl. 3: Cleaning preparations for electric motors</p>
DURATRAX	Paraguay	08/24.608 09-Jul-2008	328061 15-Feb-2010	15-Feb-2020	Registered	<p>Cl. 4: Fuels for scale model radio-controlled vehicles</p>



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Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
DURATRAX	Paraguay	08/24.609 09-Jul-2008	327894 19-Jan-2010	19-Jan-2020	Registered	Cl. 7: Electric motors for radio-controlled model vehicles, starter boxes for radio-controlled motor vehicles and soldering tools
DURATRAX	Paraguay	08/24.610 09-Jul-2008	333974 21-Jun-2010	21-Jun-2020	Registered	Cl. 9: Batteries and cells for scaled model-radio-controlled vehicles
DURATRAX	Russian Federation	11-Aug-2010	1050732 14-Oct-2010	11-Aug-2020	Registered	Cl. 3: Cleaning preparations for electric motors Cl. 4: Fuel for scale model radio-controlled vehicles Cl. 7: Electric motors for scale model radio-controlled vehicles, starter boxes for scale model radio-controlled vehicle and soldering jigs Cl. 9: Batteries, radio receivers, receiver battery packs, adapters and connectors, all for scaled model radio-controlled vehicles Cl. 28: Radio-controlled model car kits comprising plastic, metal and fiberglass parts including but not limited to chassis, bodies, ball-bearings, gear assemblies, joint installations, wheel base and tire assemblies, pinion installations, suspension assemblies, shocks, servo saver assemblies, steering rod assemblies, speed control assemblies, battery connector installations and trim for construction of a radio-controlled vehicles used for recreation or in sports competitions; glue, field bags, wrench sets, fuel bottles and electrical wire, all for scale model radio-controlled vehicle assembly and sold as a unit; replacement parts used on scale model radio-controlled cars

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Trademark	Country Name	Appln. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
DURATRAX	Serbia	11-Aug-2010	1050732 14-Oct-2010	11-Aug-2020	Registered	<p>Cl. 3: Cleaning preparations for electric motors</p> <p>Cl. 4: Fuel for scale model radio-controlled vehicles</p> <p>Cl. 7: Electric motors for scale model radio-controlled vehicles, starter boxes for scale model radio-controlled vehicle and soldering jigs</p> <p>Cl. 9: Batteries, radio receivers, receiver battery packs, adapters and connectors, all for scaled model radio-controlled vehicles</p> <p>Cl. 28: Radio-controlled model car kits comprising plastic, metal and fiberglass parts including but not limited to chassis, bodies, ball-bearings, gear assemblies, joint installations, wheel base and tire assemblies, pinion installations, suspension assemblies, shocks, servo saver assemblies, steering rod assemblies, speed control assemblies, battery connector installations and trim for construction of a radio-controlled vehicles used for recreation or in sports competitions; glue, field bags, wrench sets, fuel bottles and electrical wire, all for scale model radio-controlled vehicle assembly and sold as a unit; replacement parts used on scale model radio-controlled cars</p>

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Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
DURATRAX	Turkey	2014/11462 11-Feb-2014	2014 11462 30-Jul-2015	11-Feb-2024	Registered	<p>Cl. 3: Cleaning preparations for electric motors</p> <p>Cl. 4: Fuel for scale model radio-controlled vehicles</p> <p>Cl. 7: Electric motors for scale model radio-controlled vehicles, starter boxes for scale model radio-controlled vehicle and soldering jigs</p> <p>Cl. 9: Batteries, radio receivers, receiver battery packs, adapters and connectors, all for scaled model radio-controlled vehicles</p> <p>Cl. 28: Radio-controlled model car kits comprising plastic, metal and fiberglass parts including but not limited to chassis, bodies, ball-bearings, gear assemblies, joint installations, wheel base and tire assemblies, pinion installations, suspension assemblies, shocks, servo saver assemblies, steering rod assemblies, speed control assemblies, battery connector installations and trim for construction of a radio-controlled vehicles used for recreation or in sports competitions; glue, field bags, wrench sets, fuel bottles and electrical wire, all for scale model radio-controlled vehicle assembly and sold as a unit</p>

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Trademark	Country Name	Appln. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
DURATRAX	Ukraine	11-Aug-2010	1050732 14-Oct-2010	11-Aug-2020	Registered	<p>Cl. 3: Cleaning preparations for electric motors</p> <p>Cl. 4: Fuel for scale model radio-controlled vehicles</p> <p>Cl. 7: Electric motors for scale model radio-controlled vehicles, starter boxes for scale model radio-controlled vehicle and soldering jigs</p> <p>Cl. 9: Batteries, radio receivers, receiver battery packs, adapters and connectors, all for scaled model radio-controlled vehicles</p> <p>Cl. 28: Radio-controlled model car kits comprising plastic, metal and fiberglass parts including but not limited to chassis, bodies, ball-bearings, gear assemblies, joint installations, wheel base and tire assemblies, pinion installations, suspension assemblies, shocks, servo saver assemblies, steering rod assemblies, speed control assemblies, battery connector installations and trim for construction of a radio-controlled vehicles used for recreation or in sports competitions; glue, field bags, wrench sets, fuel bottles and electrical wire, all for scale model radio-controlled vehicle assembly and sold as a unit; replacement parts used on scale model radio-controlled cars</p>


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Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
DURATRAX	United States of America	74/454914 08-Nov-1993	1932538 07-Nov-1995	07-Nov-2025	Registered	<p>Cl. 3: Cleaning preparations for electric motors</p> <p>Cl. 4: Fuel for scale model radio-controlled vehicles</p> <p>Cl. 7: Electric motors for scale model radio-controlled vehicles, starter boxes for scale model radio-controlled vehicle and soldering jigs</p> <p>Cl. 9: Batteries, radio receivers, receiver battery packs, adapters and connectors, all for scaled model radio-controlled vehicles</p> <p>Cl. 28: Radio-controlled model car kits comprising plastic, metal and fiberglass parts including but not limited to chassis, bodies, ball-bearings, gear assemblies, joint installations, wheel base and tire assemblies, pinion installations, suspension assemblies, shocks, servo saver assemblies, steering rod assemblies, speed control assemblies, battery connector installations and trim for construction of a radio-controlled vehicles used for recreation or in sports competitions; glue, field bags, wrench sets, fuel bottles and electrical wire, all for scale model radio-controlled vehicle assembly and sold as a unit.</p>
DURATRAX	United States of America	73/17775 21-Mar-1988	1516525 13-Dec-1988	13-Dec-2018	Registered	<p>Cl. 28: Replacement parts used on scale model radio-controlled cars</p>
ECONOKOTE	United States of America	73/115492 11-Feb-1977	1086441 28-Feb-1978	28-Feb-2018	Registered	<p>Cl. 22: Plastic covering for model airplanes</p>

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Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
ELECTRIFLY	United States of America	77/414585 06-Mar-2008	3526983 04-Nov-2008	04-Nov-2018	Registered	Cl. 7: Motors for radio-controlled model airplanes Cl. 9: Batteries, chargers for electric batteries, electronic speed controls for motors, radio receivers, flight packs, namely, aeronautical radio communication machines and apparatus, adapters and electric connectors, all for radio-controlled model airplanes Cl. 28: Radio-controlled model airplanes
FAUX STITCH	Canada	1212133 29-Mar-2004	TM655598 21-Dec-2005	21-Dec-2020	Registered	Cl. N/A: Puzzles
FLIGHTPOWER	United States of America	77/816330 31-Aug-2009	3774659 13-Apr-2010	13-Apr-2020	Registered	Cl. 9: Batteries for radio-controlled model aircraft, water and land vehicles Cl. 9: Batteries; battery packs; battery chargers; parts and fittings for the aforementioned goods Cl. 28: Retail services in respect of batteries, battery packs, battery chargers, and parts and fittings for the aforementioned goods; all of the foregoing available through retail outlets, by mail order or by means of a web site on the Internet
 FLIGHTPOWER LITHIUM POLYMER and Design	European Community	008165301 19-Mar-2009	008165301 28-Sep-2010	19-Mar-2019	Registered	Cl. 7: Engines and motors for toy model airplanes; electronic servo motor controllers Cl. 9: Batteries and battery chargers; radios and accessories thereof, namely, electric switches, receivers and electric speed controllers Cl. 28: Radio-controlled model airplanes and component parts, namely, replacement wings, propellers and landing gear
FLYZONE	China (People's Republic)	14-Feb-2013	1167729 25-Jul-2013	14-Feb-2023	Registered	Cl. 7: Engines and motors for toy model airplanes Cl. 9: Batteries and battery chargers; radios and accessories thereof, namely, servos, switches, receivers and electronic speed controls Cl. 28: Radio-controlled model airplanes and component parts, namely, replacement wings
FLYZONE	European Community	0108/9393 14-May-2012	0108/9393 11-Oct-2012	14-May-2022	Registered	Cl. 7: Engines and motors for toy model airplanes Cl. 9: Batteries and battery chargers; radios and accessories thereof, namely, servos, switches, receivers and electronic speed controls Cl. 28: Radio-controlled model airplanes and component parts, namely, replacement wings

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Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
FLYZONE	Internati'l Registration Madrid Protocol	14-Feb-2013	1167729 25-Jul-2013	14-Feb-2023	Registered	Cl. 7: Engines and motors for toy model airplanes Cl. 9: Batteries and battery chargers; radios and accessories thereof, namely, servos, switches, receivers and electronic speed controls Cl. 28: Radio-controlled model airplanes and component parts, namely, replacement wings, propellers and landing gear
FLYZONE	Japan	14-Feb-2013	1167729 25-Jul-2013	14-Feb-2023	Registered	Cl. 7: Engines and motors for toy model airplanes; electronic servo motor controllers Cl. 9: Batteries and battery chargers; radios and accessories thereof, namely, electric switches, receivers and electric speed controllers Cl. 28: Radio-controlled model airplanes and component parts, namely, replacement wings, propellers and landing gear
FLYZONE	Norway	14-Feb-2013	1167729 25-Jul-2013	14-Feb-2023	Registered	Cl. 7: Engines and motors for toy model airplanes; electronic servo motor controllers Cl. 9: Batteries and battery chargers; radios and accessories thereof, namely, electric switches, receivers and electric speed controllers Cl. 28: Radio-controlled model airplanes and component parts, namely, replacement wings, propellers and landing gear
FLYZONE	Russian Federation	14-Feb-2013	1167729 25-Jul-2013	14-Feb-2023	Registered	Cl. 7: Engines and motors for toy model airplanes Cl. 9: Batteries and battery chargers; radios and accessories thereof, namely, servos, switches, receivers and electronic speed controls Cl. 28: Radio-controlled model airplanes and component parts, namely, replacement wings, propellers and landing gear
FLYZONE	Switzerland	14-Feb-2013	1167729 25-Jul-2013	14-Feb-2023	Registered	Cl. 7: Engines and motors for toy model airplanes Cl. 9: Batteries and battery chargers; radios and accessories thereof, namely, servos, switches, receivers and electronic speed controls


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Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
FLYZONE	Ukraine	14-Feb-2013	1167729 25-Jul-2013	14-Feb-2023	Registered	Cl. 7: Engines and motors for toy model airplanes Cl. 9: Batteries and battery chargers; radios and accessories thereof, namely, servos, switches, receivers and electronic speed controls Cl. 28: Radio-controlled model airplanes and component parts, namely, replacement wings, propellers and landing gear
FLYZONE	United States of America	85/600858 18-Apr-2012	4330668 07-May-2013	07-May-2023	Registered	Cl. 7: Engines and motors for toy model airplanes Cl. 9: Batteries and battery chargers; radios and accessories thereof, namely, electronic servo motor controllers, electric switches, radio receivers and electric speed controls Cl. 28: Radio-controlled model airplanes and component parts, namely, replacement wings, propellers and landing gear
FLYZONE and Design 	European Community	0108/9492 14-May-2012	0108/9492 11-Oct-2012	14-May-2022	Registered	Cl. 7: Engines and motors for toy model airplanes Cl. 9: Batteries and battery chargers; radios and accessories thereof, namely, servos, switches, receivers and electronic speed controls Cl. 28: Radio-controlled model airplanes and component parts, namely, replacement wings, propellers and landing gear
FLYZONE and Design 	United States of America	85/600864 18-Apr-2012	4337404 21-May-2013	21-May-2023	Registered	Cl. 7: Engines and motors for toy model airplanes Cl. 9: Batteries and battery chargers; radios and accessories thereof, namely, servos, switches, receivers and electronic speed controls Cl. 28: Radio-controlled model airplanes and component parts, namely, replacement wings, propellers and landing gear
GMS 	United States of America	78/258519 05-Jun-2003	3039918 10-Jan-2016	10-Jan-2026	Registered	Cl. 28: Parts and accessories for use with model toy airplanes, boats, and cars, namely miniature internal combustion engines and parts thereof








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Trademark	Country Name	Appln. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
GMS and Design 	Canada	1085276 07-Dec-2000	TMA589202 09-Sep-2003	09-Sep-2018	Registered in the name of GMS Technology, Ltd.	Cl. N/A: Model engines and components for model engines, namely, crank shafts, pistons, connecting rods, wrist pins, cylinder liners, cylinder heads, carburetors, gov-plugs, mufflers and bearings
GREAT NEWS	United States of America	74/238698 21-Jan-1992	1721910 06-Oct-1992	06-Oct-2022	Registered	Cl. 16: Wholesale sales catalog featuring radio controlled models and accessories therefor
GREAT PLANE	Paraguay	96/18491 06-Sep-1996	297607 18-Apr-2007	18-Jun-2027	Registered	Cl. 7: All goods in this class
GREAT PLANES	Chile	838331 24-Sep-2008	847545 23-Apr-2009	23-Apr-2019	Registered	Class 39: Distribution services relating to radio-controlled scale models and accessories for same, switch disc of goods/services only
GREAT PLANES	Chile	838319 24-Sep-2008	847546 23-Apr-2009	23-Apr-2019	Registered	Class 16: Catalogs containing radio-controlled scale models and accessories for same; switch disc of goods/services only
GREAT PLANES	Czech Republic	117336 27-Nov-1996	221170 27-Nov-1996	27-Nov-2026	Registered	Cl. 24: Toys, dolls, game machines, sporting & gymnastic implements, fishing tackle, musical instruments, gramophone (excluding electric gramophone), records, and their parts/fitings
GREAT PLANES	Mexico	504858 31-Aug-2001	814806 26-Nov-2003	31-Aug-2021	Registered	Cl. 28: Games, toys, sporting and gymnastic articles not included in other classes; Christmas tree ornaments
GREAT PLANES	Russian Federation	2012/06619 07-Mar-2012	48151 25-Feb-2013	07-Mar-2022	Registered	Cl. 9: Flight simulation software for radio-controlled model airplanes Cl. 28: Radio controlled model automobiles, airplanes and boats, and parts therefor






## HOBIBICO, INC.

## SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
GREAT PLANES and Design 	Brazil	817825630 24-May-1994	817825630 07-Jul-1998	07-Jul-2018	Registered	Cl. 28: 10: Radio controlled model vehicles, airplanes, and boats, and parts therefor
GREAT PLANES and Design 	European Community	000480764 07-Mar-1997	00480764 01-Dec-1998	07-Mar-2027	Registered	Cl. 28: Radio controlled model vehicles, airplanes and boats, and parts therefor
GREAT PLANES and Design 	Japan	11-May-1988	2332082 30-Aug-1991	30-Aug-2021	Registered	Cl. 28: Radio controlled airplane models and parts, and other toys; dolls; Japanese board game; Japanese chess; uta-garuta (Japanese playing cards); dice; Japanese percheesi; dice cups; diamond games; chess games; checkers; conjuring apparatus; dominos; playing cards; Hanafud (Japanese playing cards); Mahjong equipment; game machines; billiard equipment; sporting and gymnastic apparatus; fishing tackles
GREAT PLANES and Design 	Russian Federation	2012/06618 07-Mar-2012	482478 14-Mar-2013	07-Mar-2022	Registered	Cl. 9: Flight simulation software for radio-controlled model airplanes Cl. 28: Radio controlled model automobiles, airplanes and boats, and parts therefor
GREAT PLANES MODEL DISTRIBUTORS	Turkey	2014/04244 17-Jan-2014	2014/04244 26-Oct-2015	17-Jan-2024	Registered	Cl. 35: Wholesale distributorship services in the field of radio-controlled models and accessories therefor
GREAT PLANES MODEL DISTRIBUTORS	United States of America	74/238853 21-Jan-1992	1768963 04-May-1993	04-May-2023	Registered	Cl. 42: Wholesale distributorship services in the field of radio controlled models and accessories therefor
GREAT PLANES MODEL DISTRIBUTORS COMPANY and Design 	Argentina	2183842 29-Oct-1998	2457432 27-Apr-2000	15-Aug-2021	Registered	Cl. 16: Catalogs in the field of radio controlled models and accessories therefor







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Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
GREAT PLANES MODEL DISTRIBUTORS COMPANY and Design 	Argentina	2183843 29-Oct-1998	2457433 27-Apr-2000	15-Aug-2021	Registered	Cl. 42: Wholesale distributorship services in the field of radio controlled models and accessories therefor
GREAT PLANES MODEL DISTRIBUTORS COMPANY and Design 	Australia	776996 28-Oct-1998	776996 03-Nov-2000	28-Oct-2018	Registered	Cl. 16: Catalogs in the field of radio controlled models and accessories therefor Cl. 35: Wholesale distributorship services in the field of radio controlled models and accessories therefor
GREAT PLANES MODEL DISTRIBUTORS COMPANY and Design 	Bolivia	16481 10-Dec-1998	78346-A 20-Jul-2000	20-Jul-2020	Registered	Cl. 16: Catalogs in the field of radio controlled models and accessories therefor
GREAT PLANES MODEL DISTRIBUTORS COMPANY and Design 	Bolivia	16482 08-Dec-1998	78323-A 13-Jul-2000	13-Jul-2020	Registered	Cl. 42: Wholesale distributorship services in the field of radio controlled models and accessories therefor
GREAT PLANES MODEL DISTRIBUTORS COMPANY and Design 	Brazil	823589560 22-Feb-2001	823589560 13-Mar-2007	13-Mar-2027	Registered	Cl. 40: Wholesale distributorship services and mail order services in the field of radio-controlled models and parts therefor







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## SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
GREAT PLANES MODEL DISTRIBUTORS COMPANY and Design 	Chile	477.144 24-Feb-2000	904.702 01-Aug-2000	01-Aug-2020	Registered	Cl. 16: Catalogs in the field of radio-controlled models and accessories for such
GREAT PLANES MODEL DISTRIBUTORS COMPANY and Design 	Chile	477.145 24-Feb-2000	904.703 01-Aug-2000	01-Aug-2020	Registered	Cl. 39: Services of distribution in the field of radio-controlled models and accessories for such
GREAT PLANES MODEL DISTRIBUTORS COMPANY and Design 	Japan	2000-2286 19-Jan-2000	4413817 01-Sep-2000	01-Sep-2020	Registered	Cl. 16: Printed matter Cl. 28: Radio controlled models and other toys
GREAT PLANES MODEL DISTRIBUTORS COMPANY and Design 	Mexico	359163 05-Jan-1999	604293 29-Mar-1999	05-Jan-2019	Registered	Cl. 16: Catalogs in the field of radio controlled models and accessories therofore
GREAT PLANES MODEL DISTRIBUTORS COMPANY and Design 	Mexico	359160 05-Jan-1999	611145 27-May-1999	05-Jan-2019	Registered	Cl. 42: Wholesale distributorship services in the field of radio controlled models and accessories therofor
GREAT PLANES MODEL DISTRIBUTORS COMPANY and Design 	Venezuela	23.78898 29-Dec-1998	P-223177 17-Aug-2000	17-Aug-2020	Registered	Cl. 16: Catalogs in the field of radio controlled models and accessories therofor




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## SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
	Venezuela	23.78/798 29-Dec-1998	S-013701 17-Aug-2000	17-Aug-2020	Registered	Cl. 42: Wholesale distributorship services in the field of radio controlled models and accessories therefor
						
GREAT PLANES MODEL DISTRIBUTORS and Design	Peru	380554-2014 27-Jun-2014	85421 09-Dec-2014	09-Dec-2024	Registered	Cl. 42: Wholesale distributorship services in the field of radio-controlled scale models, such as planes, vehicles and boats and accessories therefor
						
GREAT PLANES MODEL DISTRIBUTORS and Design	Turkey	2014/04256 17-Jan-2014	2014/04256 15-Oct-2015	17-Jan-2024	Registered	Cl. 35: Wholesale distributorship services in the field of radio controlled models and accessories therefor
						
GREAT PLANES MODEL DISTRIBUTORS and Design	United States of America	74/238855 21-Jan-1992	1768605 04-May-1993	04-May-2023	Registered	Cl. 16: Catalogs in the field of radio controlled models and accessories therefor Cl. 42: Wholesale distributorship services in the field of radio controlled models and accessories therefor
						
GREAT PLANES MODEL MANUFACTURING COMPANY and Design	Brazil	819017582 17-Jan-1996	819017582 29-Sep-1998	29-Sep-2018	Registered	Cl. 28, 10: Radio controlled model vehicles, airplanes and boats, and parts therefor
						

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Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
GREAT PLANES MODEL MANUFACTURING COMPANY and Design 	Taiwan	82037818 03-Aug-1993	657561 01-Oct-1994	30-Sep-2024	Registered	Cl. 28: Radio controlled airplane models
GREAT PLANES MODEL MANUFACTURING COMPANY and Design 	United States of America	74/238856 21-Jan-1992	1777975 22-Jun-1993	22-Jun-2023	Registered	Cl. 28: Radio controlled airplane models and parts therefor
GRET PLANES 	Chile	251362	695648 18-Jun-2004	18-Jun-2024	Registered in the name of Hobibico, Inc. d/b/a Great Planes Model Distributors Company	Cl. 28: All goods in this class
HELI-MAX	European Community	011199429 19-Sep-2012	011199429 18-Feb-2013	19-Sep-2022	Registered	Cl. 28: Radio-controlled model helicopters and component parts therefor, replacement model helicopter blades
HELI-MAX	United States of America	77/816319 31-Aug-2009	3789790 18-May-2010	18-May-2020	Registered	Cl. 28: Radio-controlled model helicopters and component parts, namely, replacement model helicopter blades
HERO MAKER	United States of America	86/003914 08-Jul-2013	4481077 11-Feb-2014	11-Feb-2024	Registered	Cl. 28: Toy action figures
HOBIBICO	Chile	584.087 07-Oct-2002	1012311 13-Jan-2003	13-Jan-2023	Registered	Cl. 28: Radio controlled model vehicles, airplanes and boats, and parts therefor

**HOBIBICO, INC.****SCHEDULE AB60: TRADEMARKS**

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
HOBIBICO	China (People's Republic)	6394139 22-Nov-2007	6394139 28-Mar-2010	27-Mar-2020	Registered	Cl. 1: Epoxy white glues
HOBIBICO	China (People's Republic)	6394138 22-Nov-2007	6394138 07-Mar-2010	06-Mar-2020	Registered	Cl. 7: Fuel pumps for miniature internal combustion engines
HOBIBICO	China (People's Republic)	6394137 22-Nov-2007	6394137 28-Mar-2010	27-Mar-2020	Registered	Cl. 8: Hobby razor blades
HOBIBICO	China (People's Republic)	6394149 22-Nov-2007	6394149 28-Mar-2010	27-Mar-2020	Registered	Cl. 9: Voltmeters, tachometers, batteries, electric contacts; plugs, sockets and other contacts [electrical connections]; electric couplings; starters; electric switches for miniature internal combustion engines, electric battery chargers or rechargers
HOBIBICO	China (People's Republic)	6394136 22-Nov-2007	6394136 28-Mar-2010	27-Mar-2020	Registered	Cl. 11: Heating apparatus, hot air apparatus
HOBIBICO	China (People's Republic)	6394135 22-Nov-2007	6394135 07-May-2010	06-May-2020	Registered	Cl. 28: Scale model vehicles, radio-controlled toy vehicles, mini-cars, toy vehicles
HOBIBICO	European Community	000480715 07-Mar-1997	000480715 01-Dec-1998	07-Mar-2027	Registered	Cl. 28: Radio controlled model vehicles, airplanes and boats, and parts thereof

**HOBIBICO, INC.****SCHEDULE AB60: TRADEMARKS**

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
HOBIBICO	Internat'l Registration Madrid Protocol	16-Mar-2010	1034160 22-Apr-2010	16-Mar-2020	Registered	Cl. 8: Hand tools for radio controlled vehicles, namely, pliers, wire cutters, and scissors Cl. 9: Battery chargers and heating tools for radio controlled model vehicles Cl. 28: Radio controlled model vehicles Cl. 35: Distributorship services in the field of radio controlled model vehicles
HOBIBICO	Japan	16-Mar-2010	1034160 22-Apr-2010	16-Mar-2020	Registered	Cl. 8: Hand tools for radio controlled vehicles, namely, pliers, wire cutters, and scissors Cl. 9: Battery chargers and heating tools for radio controlled model vehicles Cl. 28: Radio controlled model vehicles Cl. 35: Distributorship services in the field of radio controlled model vehicles
HOBIBICO	Japan	2011-090246 15-Dec-2011	5549956 18-Jan-2013	18-Jan-2023	Registered	Cl. 8: Cutters knives; Tube cutters [hand tools] Cl. 9: Electric soldering irons and their parts for use in assembling and manufacturing of radio-controlled vehicles; Electric welding and cutting torches and their parts for use in assembling and manufacturing of radio-controlled vehicles
HOBIBICO	Mexico	504857 31-Aug-2001	810792 24-Oct-2003	31-Aug-2021	Registered	Cl. 28: Radio controlled model vehicles, airplanes and boats, and parts therefor
HOBIBICO	Paraguay	96/18490 06-Sep-1996	330432 13-Apr-2010	01-Mar-2020	Registered	Cl. 7: All articles protected under the mentioned class



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## SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
HOBIBICO	Paraguay	96/18487 06-Sep-1996	297606 18-Apr-2007	18-Jun-2027	Registered	Cl. 12: All articles protected under the mentioned class
HOBIBICO	Turkey	2014/11491 11-Feb-2014	2014/11491 08-Dec-2015	11-Feb-2024	Registered	Cl. 8: Hand tools for radio-controlled vehicles, namely, pliers, wire cutters and scissors. Cl. 9: Battery chargers and heating tools for radio-controlled vehicles, namely, electric soldering irons and torches. Cl. 28: Radio-controlled model vehicles. Cl. 35: Wholesale distributorship services.
HOBIBICO	United States	77/943728 24-Feb-2010	3879021 23-Nov-2010	23-Nov-2020	Registered	Cl. 8: Hand tools for radio-controlled vehicles, namely, pliers, wire cutters, and scissors. Cl. 9: Battery chargers and heating tools for radio-controlled vehicles, namely electric soldering irons and torches. Cl. 28: Radio controlled model vehicles. Cl. 35: Distributorship services in the field of radio controlled model vehicles.

**HOBIBICO, INC.****SCHEDULE AB60: TRADEMARKS**

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
HOBIBICO (stylized)	European Union	016027658 10-Nov-2016	016027658 13-Mar-2017	10-Nov-2016	Registered	Cl. 7: Heating tools for radio-controlled vehicles, namely, electric soldering irons; Motors and engines for radio-controlled model vehicles and aircraft; parts and fittings for all the aforesaid goods. Cl. 8: Hand tools for radio-controlled vehicles; hand tools for radio-controlled vehicles, namely, pliers, wire cutters and scissors; parts and fittings for all the aforesaid goods. Cl. 9: Batteries and battery chargers; radios and accessories, namely, electronic servo motor controllers, electric switches, radio receivers and electric speed controllers; parts and fittings for all the aforesaid goods. Cl. 16: Decals and stickers. Cl. 28: Radio-controlled model vehicles and aircraft; parts and fittings for all the aforesaid goods. Cl. 35: Distributorship services in the field of radio-controlled model vehicles and aircraft and component parts; consultancy, advisory and information services relating to all the aforesaid services.
HOBIBICO (stylized)	Indonesia	DD002016064688 28-Dec-2016			Published	Cl. 7: Heating tools for radio-controlled vehicles, namely, electric soldering irons; motors and engines for radio-controlled model vehicles and aircraft.
HOBIBICO (stylized)	Indonesia	DD002016064686 28-Dec-2016			Published	Cl. 8: Hand tools for radio-controlled vehicles, namely, pliers, wire cutters and scissors.
HOBIBICO (stylized)	Indonesia	DD002016064684 28-Dec-2016			Published	Cl. 9: Batteries and battery chargers; radios and accessories, namely electronic servo motor controllers, electric switches, radio receivers and electric speed controllers.

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## SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
HOBIBICO (stylized)	Indonesia	D002016064683 28-Dec-2016			Published	Cl. 28: Radio-controlled model vehicle and aircraft.
HOBIBICO						
HOBIBICO (stylized)	Indonesia	1002016064682 28-Dec-2016			Published	Cl. 35: Distribution services in the field of radio-controlled model vehicles and aircraft and component parts.
HOBIBICO (stylized)	Indonesia	D002016064694 28-Dec-2016			Published	Cl. 16: Decals and stickers.
HOBIBICO (stylized)	United States of America	87/122548 01-Aug-2016			Allowed	Cl. 7: Heating tools for radio-controlled vehicles, namely, electric soldering irons; Motors and engines for radio-controlled model vehicles and aircraft. Cl. 8: Hand tools for radio-controlled vehicles, namely, pliers, wire cutters and scissors. Cl. 9: Batteries and battery chargers; radios and accessories, namely electronic servo motor controllers, electric switches, radio receivers and electric speed controllers. Cl. 16: Decals and stickers. Cl. 28: Radio-controlled model vehicles and aircraft. Cl. 35: Distribution services in the field of radio-controlled model vehicles and aircraft and component parts.
HOBIBICO and Design	Brazil	818742895 22-Aug-1995	818742895 16-Nov-1999	16-Nov-2019	Registered	Cl. 28, 10: Radio-controlled model vehicles, airplanes and boats, and parts therefor









# HOBBIKO, INC.

## SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
	Brazil	8187/42887 22-Aug-1995	8187/42887 06-Jan-1998	06-Jan-2018	Registered	Cl. 40.15: Wholesale distributorship services and mail order services in the field of radio-controlled models and parts therefor
	Taiwan	78/49145 01-Nov-1989	498659 16-Sep-1990	15-Sep-2020	Registered	Cl. 71: Voltmeters, speeders (mini size), meters for weights and measures
	Taiwan	78/49147 01-Nov-1989	495335 16-Aug-1990	15-Aug-2020	Registered	Cl. 87: Power suppliers, starters, chargers
	Taiwan	78/49149 01-Nov-1989	516488 16-Aug-1990	15-Aug-2020	Registered	Cl. 84: Thermoplastic guns, spark plug clamps, light clamps, compressors, hand operated pumps








# HOBIBICO, INC.

## SCHEDULE AB60: TRADEMARKS



Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services	
	United States of America	73/653698 30-Mar-1987	1525029 21-Feb-1989	21-Feb-2019	Registered	Cl. 1: Epoxy white glues Cl. 7: Fuel pumps for miniature internal combustion engines Cl. 8: Hobby razor blades Cl. 9: Voltmeters, tachometers, batteries, glow plug clips for miniature internal combustion engines, electrical starts for miniature internal combustion engines, electric battery chargers or rechargers Cl. 11: Heat guns to seal shrinking plastic covering sealing irons used to spot-seal plastic covering Cl. 28: Carrying cases for model vehicles and accessories therefor (previously referred to as "field boxes")	
Hobibico and New Design Logo	Brazil	840544570 12-Jun-2013	840544570 15-Mar-2016	15-Mar-2026	Registered	Cl. 7: Heating tools for radio-controlled vehicles, namely, electric soldering irons and torches	
	Hobibico and New Design Logo	Brazil	840544618 12-Jun-2013	840544618 15-Mar-2016	15-Mar-2026	Registered	Cl. 8: Hand tools for radio-controlled vehicles, namely, pliers, wire cutters and scissors
	Hobibico and New Design Logo	Brazil	840544642 12-Jun-2013	840544642 22-Mar-2016	22-Mar-2026	Registered	Cl. 9: Battery chargers
	Hobibico and New Design Logo	Brazil	840544677 12-Jun-2013	840544677 05-Apr-2016	05-Apr-2026	Registered	Cl. 28: Radio-controlled model vehicles
	Hobibico and New Design Logo	Brazil	840544707 12-Jun-2013	840544677 05-Apr-2016	05-Apr-2026	Registered	Cl. 35: Distributorship services in the field of radio-controlled model vehicles
							

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Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
Hobbico and New Design Logo 	China (People's Republic)	12741393 13-Jun-2013	12741393 21-Feb-2016	20-Feb-2026	Registered	Cl. 7: Electric soldering irons and torches
Hobbico and New Design Logo 	China (People's Republic)	12741392 13-Jun-2013	12741392 21-Dec-2014	20-Dec-2024	Registered	Cl. 8: Hand tools, hand-operated, namely, pliers, wire cutting tools and scissors
Hobbico and New Design Logo 	China (People's Republic)	12741391 13-Jun-2013	12471319 28-Oct-2014	27-Oct-2024	Registered	Cl. 9: Battery chargers
Hobbico and New Design Logo 	China (People's Republic)	12741390 13-Jun-2013	12741390 28-Oct-2014	27-Oct-2024	Registered	Cl. 28: Radio-controlled toy vehicles; toy vehicles, toy cars
Hobbico and New Design Logo 	China (People's Republic)	12741389 13-Jun-2013	12741389 07-Dec-2014	06-Dec-2024	Registered	Cl. 35: Sales promotion for others in the field of radio-controlled model vehicles
Hobbico and New Design Logo 	European Community	011438512 19-Dec-2012	011438512 24-Jul-2013	19-Dec-2022	Registered	Cl. 7: Heating tools for radio-controlled vehicles, namely, electric soldering irons and torches Cl. 8: Hand tools for radio-controlled vehicles, namely, pliers, wire cutters and scissors Cl. 9: Battery chargers Cl. 28: Radio-controlled model vehicles Cl. 35: Distributorship services in the field of radio-controlled model vehicles
Hobbico and New Design Logo 	Taiwan	102031192 10-Jun-2013	1644640 16-May-2014	15-May-2024	Registered	Cl. 7: Heating tools for radio-controlled vehicles, namely, electric soldering irons and torches Cl. 8: Hand tools for radio-controlled vehicles, namely, pliers, wire cutters and scissors Cl. 9: Battery chargers Cl. 28: Radio-controlled model vehicles Cl. 35: Distributorship services in the field of radio-controlled model vehicles

**HOBIBICO, INC.****SCHEDULE AB60: TRADEMARKS**

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
Hobbico and New Design Logo 	United States of America	85/800796 12-Dec-2012	4495960 11-Mar-2014	11-Mar-2024	Registered	Cl. 7: Heating tools for radio-controlled vehicles, namely, electric soldering irons Cl. 8: Hand tools for radio-controlled vehicles, namely, pliers, wire cutters and scissors Cl. 9: Battery chargers Cl. 28: Radio-controlled model vehicles Cl. 35: Distributorship services in the field of radio-controlled model vehicles
HOBIBICO (in Chinese Characters)	China (People's Republic)	6394134 22-Nov-2007	6394134 28-Mar-2010	27-Mar-2020	Registered	Cl. 1: Epoxy white glues
HOBIBICO (in Chinese Characters)	China (People's Republic)	6394133 22-Nov-2007	6394133 07-Mar-2010	06-Mar-2020	Registered	Cl. 7: Fuel pumps for miniature internal combustion engines
HOBIBICO (in Chinese Characters)	China (People's Republic)	6394132 22-Nov-2007	6394132 28-Mar-2010	27-Mar-2020	Registered	Cl. 8: Hobby razor blades
HOBIBICO (in Chinese Characters)	China (People's Republic)	6394131 22-Nov-2007	6394131 28-Mar-2010	27-Mar-2020	Registered	Cl. 9: Voltmeters, tachometers, electric contacts, plugs, sockets and other contacts [electrical connections]; electric couplings; starters; electric switches for miniature internal combustion engines, electric battery chargers or rechargers.
HOBIBICO (in Chinese Characters)	China (People's Republic)	6394150 22-Nov-2007	6394150 28-Mar-2010	27-Mar-2020	Registered	Cl. 11: Heating apparatus, hot air apparatus
HOBIBICO (in Chinese Characters)	China (People's Republic)	6394140 22-Nov-2007	6394140 07-May-2010	06-May-2020	Registered	Cl. 28: Scale model vehicles, radio-controlled toy vehicles, mini-cars, toy vehicles
HOBIBICO LOVE YOUR HOBBY and Design 	European Union	016027666 10-Nov-2016	016027666 13-Mar-2017	10-Nov-2026	Registered	Cl. 7: Heating tools for radio-controlled vehicles, namely, electric soldering irons, Motors and engines for radio-controlled model vehicles and aircraft; parts and fittings for all the aforesaid goods.

# HOBIBICO, INC.

## SCHEDULE AB60: TRADEMARKS

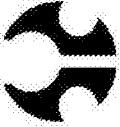
Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
<p>HOBIBICO LOVE YOUR HOBBY and Design</p> 	United States of America	87/122556 01-Aug-2016			Allowed	<p>Cl. 7: Heating tools for radio-controlled vehicles, namely, electric soldering irons; Motors and engines for radio-controlled model vehicles and aircraft.</p> <p>Cl. 8: Hand tools for radio-controlled vehicles, namely, pliers, wire cutters and scissors.</p> <p>Cl. 9: Batteries and battery chargers; radios and accessories, namely electronic servo motor controllers, electric switches, radio receivers and electric speed controllers.</p> <p>Cl. 16: Decals and stickers.</p> <p>Cl. 28: Radio-controlled model vehicles and aircraft.</p> <p>Cl. 35: Distributorship services in the field of radio-controlled model vehicles and aircraft and component parts.</p>





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Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
INTERLINK	United States of America	771/60466 19-Apr-2007	3362003 01-Jan-2008	01-Jan-2018	Registered	Cl. 9: Radio-controlled model aircraft flight simulation software.
LUSTREKOTE	United States of America	74/666703 28-Apr-1995	1956610 13-Feb-1996	13-Feb-2026	Registered	Cl. 2: Spray paint used on scale model airplanes
Logo (AXIAL)	China (People's Republic)	8763061 21-Oct-2010	8763061 28-Dec-2011	27-Dec-2021	Registered	Cl. 28: Remote-controlled toy vehicles; radio-controlled toy vehicles; engines for remote-controlled toy vehicles; parts of engines for remote-controlled toy vehicles; wheels for remote-controlled toy vehicles; tires for remote-controlled toy vehicles; lights for remote-controlled toy vehicles; exhaust pipes for remote-controlled toy vehicles; chassis for remote-controlled toy vehicles; electronics for remote-controlled toy vehicles; plastic parts for remote-controlled toy vehicles; bodies for remote-controlled toy vehicles
Logo (AXIAL)	European Community	009093014 10-May-2010	009093014 26-Oct-2010	10-May-2020	Registered	Cl. 8: Scissors; wrenches; hex drivers; socket drivers; reamers; flywheel remover tools Cl. 25: Clothing; shirts; t-shirts; caps; baseball caps Cl. 28: Remote-controlled vehicles; radio-controlled vehicles; parts and accessories for remote-controlled vehicles and radio-controlled vehicles
Logo (AXIAL)	Korea, Republic of	40-2010-51161 05-Oct-2010	40-0946149 27-Dec-2012	27-Dec-2022	Registered	Cl. 28: Remote-controlled toy vehicles; radio-controlled toy vehicles; chassis for remote-controlled toy vehicles; chassis for radio-controlled toy vehicles; engines for remote-controlled toy vehicles; engines for radio-controlled toy vehicles; wheels for remote-controlled toy vehicles; wheels for radio-controlled toy vehicles; tires for remote-controlled toy vehicles; tires for radio-controlled toy vehicles

**HOBIBICO, INC.****SCHEDULE AB60: TRADEMARKS**

Trademark	Country Name	Appln. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
Logo (AXIAL) 	United States of America	78/866150 20-Apr-2006	3302092 02-Oct-2007	02-Oct-2017	Registered	Cl. 28: Remote control cars, radio control cars, remote control car parts and accessories, radio control car parts and accessories
MICROSIZERS	Brazil	824556224 03-May-2002	824556224 24-Apr-2007	24-Apr-2017	Registered	Cl. 28: Radio controlled cars
MICROSIZERS	Canada	1133237 06-Mar-2002	TMA631545 31-Jan-2005	31-Jan-2020	Registered	Cl. N/A: Radio controlled cars
MICROSIZERS	European Community	002605293 06-Mar-2002	002605293 25-Jul-2003	06-Mar-2022	Registered	Cl. 28: Radio controlled cars and parts and fittings therefor
MICROSIZERS	Mexico	540102 20-Mar-2002	746003 30-Apr-2002	20-Mar-2022	Registered	Cl. 28: Radio controlled cars
MICROSIZERS	United States of America	76/389792 02-Apr-2002	2772460 07-Oct-2003	07-Oct-2023	Registered	Cl. 28: Radio controlled cars
MONOKOTE	Japan	5831/1977 01-Feb-1977	1628663 27-Oct-1983	27-Oct-2023	Registered	Cl. 17: Adhesive coated plastic film coverings for model airplanes
MONOKOTE	Taiwan	83026126 06-Apr-1994	678301 16-Apr-1995	16-Apr-2025	Registered	Cl. 63: Plastic film and adhesive coated plastic film
MONOKOTE	United States of America	72/242686 04-Apr-1966	829408 30-May-1967	30-May-2027	Registered	Cl. 22: Adhesive coated plastic film coverings for model airplanes

**HOBIBICO, INC.****SCHEDULE AB60: TRADEMARKS**

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
	United States of America	85/761992 24-Oct-2012	4409998 01-Oct-2013	01-Oct-2023	Registered	Cl. 4: Racing fuel for model internal combustion engines
O.S.	United States of America	73/800700 12-May-1989	1599703 05-Jun-1990	05-Jun-2020	Registered in the name of Ogawa Selki	Cl. 28: Model engines
O'DONNELL RACING FUEL	European Community	011199288 19-Sep-2012	011199288 18-Feb-2013	19-Sep-2022	Registered	Cl. 4: Racing fuel for model engines
O'DONNELL RACING FUEL	United States of America	74/646015 13-Mar-1995	1937617 21-Nov-1995	21-Nov-2025	Registered	Cl. 4: Racing fuel for model engines
O'DONNELL RACING FUEL and Design (Circle Design)	United States of America	76/302021 20-Aug-2001	2648942 12-Nov-2002	12-Nov-2022	Registered	Cl. 4: Racing fuel for model engines
						
OMNIMODELS	United States of America	74/328578 05-Nov-1992	1775615 08-Jun-1993	08-Jun-2023	Registered	Cl. 42: Mail order services in the field of radio-controlled models and accessories therefor
ONYX	European Community	014487771 19-Aug-2015	014487771 17-Dec-2015	19-Aug-2025	Registered	Cl. 7: Motors and engines for radio-controlled model vehicles. Cl. 9: Batteries and battery chargers; electronic speed and servo motor controllers; electric switches; all of the aforementioned goods not in relation to shading systems; blinds; sun and weather protection systems; illumination systems. Cl. 7: Motors and engines for radio-controlled model vehicles. Cl. 9: Electronic speed and servo motor controllers; electric switches.
ONYX	United States of America	86/629318 14-May-2015	5029713 30-Aug-2016	30-Aug-2026	Registered	Cl. 7: Motors and engines for radio-controlled model vehicles. Cl. 9: Electronic speed and servo motor controllers; electric switches.

**HOBIBICO, INC.****SCHEDULE AB60: TRADEMARKS**

Trademark	Country Name	Appln. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
POWER POINT	United States of America	74/244090 07-Feb-1992	1722179 06-Oct-1992	06-Oct-2022	Registered	Cl. 28: Propellers for radio controlled model airplanes
RAIDER	United Kingdom	3181540 22-Aug-2016	3181540 25-Nov-2016	22-Aug-2026	Registered	Cl. 28: Accessoires for radio controlled model vehicles.
REAL FLIGHT	European Community	000841817 04-Jun-1998	000841817 20-Mar-2000	04-Jun-2018	Registered	Cl. 9: Flight simulation software for radio-controlled model aircraft
REALFLIGHT	Argentina	2530476 23-Jul-2004	2070199 03-Mar-2006	03-Mar-2026	Registered	Cl. N/A: Radio-controlled model aircraft flight simulation software
REALFLIGHT	Russian Federation	2004716890 28-Jul-2004	2933560 03-Aug-2005	28-Jul-2024	Registered	Cl. N/A: Radio-controlled model aircraft flight simulation software
REALFLIGHT	United States of America	75/400773 05-Dec-1997	2342181 18-Apr-2000	18-Apr-2020	Registered	Cl. 9: Radio-controlled model aircraft flight simulation software
RISE	United States of America	86/950939 23-Mar-2016			Pending	Cl. 25: Backpacks and articles of clothing Cl. 28: Radio-controlled model vehicles and aircraft
SERV-U	United States of America	78/722368 06-Oct-2005	3157595 17-Oct-2006	17-Oct-2026	Registered in the name of Servco Equipment & Supply Co.	Cl. 35: Retail store, mail-order, and online retail store services featuring restaurant equipment and supplies
SPEEDMART	United States of America	74/238699 21-Jan-1992	1720256 29-Sep-1992	29-Sep-2022	Registered	Cl. 16: Mail order catalog featuring radio controlled model car parts and car accessories

# HOBIBICO, INC.

## SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
STAR	European Community	014487789 19-Aug-2015	014487789 15-Dec-2015	19-Aug-2025	Registered	Cl. 9: Electrical connectors; electrical couplings; electrical connections; electrical plug device enabling connection and disconnection between two or more devices.
STAR	United States of America	86/629325 14-May-2015	4873909 22-Dec-2015	22-Dec-2025	Registered	Cl. 9: Electrical plug device enabling connection and disconnection between two or more devices.
SUPER POWER FUEL	United States of America	85/363869 06-Jul-2011	4321580 16-Apr-2013	16-Apr-2023	Registered	Cl. 4: Model airplane engine fuel
SUPER TIGRE	Canada	361599 20-Feb-1973	TMA197644 22-Feb-1974	22-Feb-2019	Registered	Cl. 4: Fuel engines for model boats; model ships; model cars; model airplanes
SUPER TIGRE	China	27-Oct-2010	1057625 09-Dec-2010	27-Oct-2020	Registered	Cl. 7: Electric motors for radio-controlled model aircraft; water and land vehicles. Cl. 9: Batteries and electric speed controls for radio-controlled model aircraft; water and land vehicles.
SUPER TIGRE	Canada	1076954 29-Sep-2000	TMA575726 14-Feb-2003	14-Feb-2018	Registered	Cl. N/A: Model fuel engines; model fuel engine parts and accessories
SUPER TIGRE	Italy	251398MI 13-Mar-1998	1314399 10-Jan-2001	19-May-2018	Registered	Cl. 7: Machinery
SUPER TIGRE	Italy	103296BO 14-Nov-1996	1212852 24-Feb-1999	11-Dec-2026	Registered	Cl. 28: Games; toys; model cars.
SUPER TIGRE	Paraguay	08/32352 29-Aug-2008	365466 24-Jul-2012	24-Jul-2022	Registered	Cl. 28: Internal combustion engines for use with motorized model vehicles

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## SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
SUPER TIGRE	United States of America	74/454915 08-Nov-1993	1856850 04-Oct-1994	04-Oct-2024	Registered	Cl. 28: Internal combustion engines for use with motorized model vehicles
SUPER TIGRE	United States of America	77/816350 31-Aug-2009	3777416 20-Apr-2010	20-Apr-2020	Registered	Cl. 7: Electric motors for radio-controlled model aircraft, water and land vehicles Cl. 9: Batteries and electric speed controls for radio-controlled model aircraft, water and land vehicles
SUPER TIGRE (Stylized)	Austria	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models
SUPER TIGRE (Stylized)	Benelux	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models
SUPER TIGRE (Stylized)	Bosnia and Herzegovina	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models
SUPER TIGRE (Stylized)	China	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models

**HOBIBICO, INC.**

**SCHEDULE AB60: TRADEMARKS**

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
SUPER TIGRE (Stylized) <b>Super TIGRE</b>	Croatia	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models
SUPER TIGRE (Stylized) <b>Super TIGRE</b>	Czech Republic	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models
SUPER TIGRE (Stylized) <b>Super TIGRE</b>	Egypt	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models
SUPER TIGRE (Stylized) <b>Super TIGRE</b>	France	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models
SUPER TIGRE (Stylized) <b>Super TIGRE</b>	Germany	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models

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## SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
SUPER TIGRE (Stylized) <b>Super TIGRE</b>	Hungary	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models
SUPER TIGRE (Stylized) <b>Super TIGRE</b>	Internat'l Registration Madrid Protocol	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models
SUPER TIGRE (Stylized) <b>Super TIGRE</b>	Leichtenstein	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models
SUPER TIGRE (Stylized) <b>Super TIGRE</b>	Macedonia	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models
SUPER TIGRE (Stylized) <b>Super TIGRE</b>	Monaco	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models




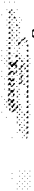

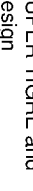
**HOBIBICO, INC.**

**SCHEDULE AB60: TRADEMARKS**

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
SUPER TIGRE (Stylized) <b>Super TIGRE</b>	Morocco	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models
SUPER TIGRE (Stylized) <b>Super TIGRE</b>	Romania	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models
SUPER TIGRE (Stylized) <b>Super TIGRE</b>	San Marino	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models
SUPER TIGRE (Stylized) <b>Super TIGRE</b>	Serbia	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models
SUPER TIGRE (Stylized) <b>Super TIGRE</b>	Slovakia	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models


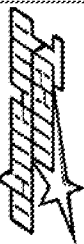

**HOBIBICO, INC.**

**SCHEDULE AB60: TRADEMARKS**

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
SUPER TIGRE (Stylized)	Slovenia	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models
<b>Super TIGRE</b>						
SUPER TIGRE (Stylized)	Switzerland	3621/55 02-Aug-1955	344540A 05-May-1956	06-May-2018	Registered	Cl. 7: Small internal combustion engines for applications on models
<b>Super TIGRE</b>						
SUPER TIGRE and Design	China	8809743 04-Nov-2010	8809743 21-Oct-2012	21-Oct-2022	Registered	Cl. 28: Toy accessories and parts thereof
						
SUPER TIGRE and Design	Italy	1899BO 25-Feb-1999	1318143 09-Nov-2001	28-Feb-2019	Registered	Cl. 9: Apparatus and scientific instruments, nautical, electrical, photographic, weight, apparatus operated by a token 28 games and toys, articles of sport Cl. 28: Games, toys, patterns vehicles
						
SUPER TIGRE and Design	Italy	83796BO 17-Sep-1996	1212019 24-Feb-1999	18-Sep-2026	Registered	Cl. 28: Games, toys, patterns vehicles
						
SUPER TIGRE and Design	Italy	366366 11-Oct-1996	1212651 24-Feb-1999	13-Oct-2026	Registered	Cl. 28: Games, toys and model cars.
						





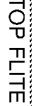
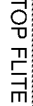
# HOBIBICO, INC.

## SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
	European Community	011199502 19-Sep-2012	011199502 30-Jan-2013	19-Sep-2022	Registered	Cl. 9: Radios and accessories thereof; electronic servo motor controllers; battery boxes; electric switches; radio receivers; antennas and electronic speed controllers
TACTIC	United States of America	85/436398 30-Sep-2011	4220716 09-Oct-2012	09-Oct-2022	Registered	Cl. 9: Radios and accessories thereof, namely, electronic servo motor controllers, battery boxes, electric switches, radio receivers, antennas, crystals and electronic speed controllers
TEAM DURANGO	European Community	011199627 19-Sep-2012	011199627 30-Jan-2013	19-Sep-2022	Registered	Cl. 28: Radio controlled model vehicles
TEAM DURANGO	United States of America	85/645815 07-Jun-2012	4254107 04-Dec-2012	04-Dec-2022	Registered	Cl. 28: Radio controlled model vehicles
TEAM DURANGO and Design 	United States	85/715951 29-Aug-2012	4323984 23-Apr-2013	23-Apr-2023	Registered	Cl. 28: Radio controlled model vehicles
TF TOP FLITE and Design 	Brazil	82/207336 28-Feb-2005	82/207336 06-Nov-2007	06-Nov-2027	Registered	Cl. 28, 10: Model airplane kits and accessories therefor, namely, coverings and propellers

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## SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
	Taiwan	82056385 17-Nov-1993	652161 16-Aug-1994	15-Aug-2024	Registered	Cl. 11 : Glue for assembling model airplane
	Taiwan	82056387 17-Nov-1993	657772 01-Oct-1994	30-Sep-2024	Registered	Cl. 9 : Heating tools for sealing model airplane coverings, namely, sealing irons, trim seal irons, electric hand held heat gun
	United States of America	73/463207 30-Jan-1984	1348981 16-Jul-1985	16-Jul-2025	Registered	Cl. 9 : Heating tools for sealing model airplane coverings, namely, sealing irons and trim seal irons Cl. 11 : Electric hand held heat guns Cl. 16 : Accessories for model airplanes, namely, trim sheets and decals Cl. 28 : Model airplane kits and accessories therefor, namely, covering and propellers
	United States of America	73/119386 17-Mar-1977	1082618 17-Jan-1978	17-Jan-2018	Registered	Cl. 24 : Coated fabric for covering model airplanes
	Chile	838330 24-Sep-2008	857705 14-Aug-2009	14-Aug-2019	Registered	Cl. 9 : Heating tools for sealing model airplane coverings, namely, sealing irons and trim seal irons.
	Chile	838328 24-Sep-2008	847573 23-Apr-2009	23-Apr-2019	Registered	Class 11 : Electric handheld heat guns

**HOBIBICO, INC.****SCHEDULE AB60: TRADEMARKS**

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
TOP FLITE	Chile	910950 25-Jun-2010	902836 16-Nov-2010	16-Nov-2020	Registered	Class 16: Accessories for model airplanes, namely, trim sheets and decals
TOP FLITE	Chile	838329 24-Sep-2008	857704 14-Aug-2009	14-Aug-2019	Registered	Class 28: Model airplane kits and accessories therefor, namely, covering and propellers
TOP FLITE	European Community	011199262 19-Sep-2012	011199262 10-May-2013	19-Sep-2022	Registered	Cl. 7: Heating tools for sealing model airplane coverings; sealing irons and trim seal irons for sealing model airplane coverings; electric hand held heat guns Cl. 16: Accessories for model airplanes, namely, trim sheets and decals Cl. 28: Model airplane kits and accessories therefor; coverings and propellers for model airplanes
TOP FLITE	Turkey	2014/11473 11-Feb-2014	2014/11473 29-Jul-2015	11-Feb-2024	Registered	Cl. 9: Heating tools for sealing model airplane coverings, namely, sealing irons and trim seal irons Cl. 11: Electric hand held heat guns Cl. 16: Accessories for model airplanes, namely, trim sheets and decals Cl. 28: Model airplane kits and accessories therefor, namely, covering and propellers
TOP FLITE	United States of America	73/463022 30-Jan-1984	1348979 16-Jul-1985	16-Jul-2025	Registered	Cl. 9: Heating tools for sealing model airplane coverings, namely, sealing irons and trim seal irons Cl. 11: Electric hand held heat guns Cl. 16: Accessories for model airplanes, namely, trim sheets and decals Cl. 28: Model airplane kits and accessories therefor, namely, covering and propellers

**HOBIBICO, INC.****SCHEDULE AB60: TRADEMARKS**



Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
TOP ELITE MONKOTE	Germany	111599 29-Nov-1966	845096 08-May-1968	30-Nov-2026	Registered	Cl. 17: Plastic and thermoplastic film layer for model airplanes and parts therefor
TOWER	China	6335159 22-Oct-2007	6335159 14-Apr-2010	13-Apr-2020	Registered	Cl. 28: Scale model vehicles, radio-controlled toy vehicles, minicars, prototype aircraft materials
TOWER	United States of America	78/916858 26-Jun-2006	3239410 08-May-2007	08-May-2027	Registered	Cl. 28: Radio-controlled scale model vehicles, airplanes and boats and parts therefor Cl. 35: Mail order services in the field of radio controlled models
TOWER HOBBIES	Argentina	2183837 29-Oct-1998	2457431 27-Apr-2000	15-Aug-2021	Registered	Cl. 42: Mail order services in the field of radio controlled models
TOWER HOBBIES	Australia	654691 02-Mar-1995	654691 02-Mar-1995	02-Mar-2025	Registered	Cl. 28: Radio controlled model aircraft, water and land vehicles in this class, together with accessories in this class for such models
TOWER HOBBIES	Australia	654692 02-Mar-1995	654692 02-Mar-1995	02-Mar-2025	Registered	Cl. 42: Retail and mail order services in the field of radio controlled model aircraft, water and land vehicles and accessories for such goods
TOWER HOBBIES	Brazil	821280996 15-Dec-1998	821280996 23-Apr-2002	23-Apr-2022	Registered	Cl. 40: Mail order services in the field of radio controlled models
TOWER HOBBIES	Canada	719193 18-Dec-1992	TMA421622 24-Dec-1993	24-Dec-2023	Registered	Cl. N/A: Mail order services in the field of radio controlled models
TOWER HOBBIES	Chile	502.882 29-Sep-2000	915.672 06-Mar-2001	06-Mar-2021	Registered	Cl. 28: Radio controlled model aircraft, water and land vehicles in this class, together with accessories in this class for such models

**HOBIBICO, INC.****SCHEDULE AB60: TRADEMARKS**

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
TOWER HOBBIES	Chile	502.883 29-Sep-2000	915.670 08-Mar-2001	08-Mar-2021	Registered	Cl. 42: Retail and mail order services in the field of radio controlled model aircraft, water and land vehicles and accessories for such goods
TOWER HOBBIES	China	6553433 13-Feb-2008	6553433 28-Sep-2010	27-Sep-2020	Registered	Cl. 42: Advertising by mail order, sales promotion [for others]
TOWER HOBBIES	Czech Republic	149265 26-Nov-1999	235501 27-Aug-2001	26-Nov-2019	Registered	Cl. 42: Mail order services in the field of radio controlled models
TOWER HOBBIES	European Community	000318139 24-Jul-1996	000318139 01-Mar-2000	24-Jul-2026	Registered	Cl. 9: Electric and electronic devices for operating toy vehicles Cl. 28: Games, playthings, toy vehicles Cl. 39: Distribution services for toys
TOWER HOBBIES	Japan	10-93438 02-Nov-1998	4325726 15-Oct-1999	15-Oct-2019	Registered	Cl. 28: Radio controlled models and other toys
TOWER HOBBIES	Korea, Republic of	98-1348 17-Oct-1998	0000969 25-Feb-2000	25-Feb-2020	Registered in the name of Hobibico, Inc. d/b/a Tower Hobbies	Cl. 28: Retail hobby model sales Cl. 35: Mail order services in the field of radio controlled models
TOWER HOBBIES	Mexico	374993 12-May-1999	655705 29-May-2000	12-May-2019	Registered	Cl. 42: Mail order services in the field of radio controlled models
TOWER HOBBIES	Russian Federation	2011727528 24-Aug-2011	472110 02-Oct-2012	24-Aug-2021	Registered	Cl. 28: Radio-controlled model vehicles, airplanes, boats, and parts and accessories therefor Cl. 35: Retail and mail order services in the field of radio-controlled model vehicles, airplanes, boats, and parts and accessories therefor

## HOBIBICO, INC.

## SCHEDULE AB60: TRADEMARKS

Trademark	Country Name	Appl. No./ Filing Date	Reg. No./ Reg. Date	Next Renewal	Status	Class/ Goods and Services
TOWER HOBBIES	Spain	2041386M 24-Jul-1996	2041386 21-Jun-2002	24-Jul-2026	Registered	Cl. 28: Games; toys; toy vehicles
TOWER HOBBIES	United States of America	74/2387/00 21-Jan-1992	1722832 06-Oct-1992	06-Oct-2022	Registered	Cl. 42: Mail order services in the field of radio controlled models
TOWER HOBBIES and Design	Spain	215011 22-Sep-1997	215011 20-Jun-2000	22-Sep-2027	Registered	Cl. 28: Radio controlled model, land, air and water vehicles
 TOWER HOBBIES						
TOWER HOBBIES and Design	Taiwan	78/49150 01-Nov-1989	516359 01-Mar-1991	28-Feb-2021	Registered	Cl. 84: Thermoplastic guns, spark plug clamps, light clamps, compressors, hand operated pumps
 TOWER HOBBIES						
TOWER HOBBIES, S.L.	Spain	23-Jan-1996	2007919M 20-Jun-1996	23-Jan-2026	Registered	Cl. 39: Distribution services of toys
TOWER TALK	Canada	719194 18-Dec-1992	TMA421623 24-Dec-1993	24-Dec-2023	Registered	Cl. N/A: Sales catalogues featuring radio controlled models and accessories therefor
TOWER TALK	United States of America	74/238697 21-Jan-1992	1720255 29-Sep-1992	29-Sep-2022	Registered	Cl. 16: Sales catalog featuring radio controlled models and accessories therefor
VISUAL ECHO	Canada	1212134 29-Mar-2004	TMA655085 14-Dec-2005	14-Dec-2020	Registered	Cl. N/A: Puzzles



**HOBBICO, INC.****SCHEDULE AB61: INTERNET DOMAIN NAMES AND WEBSITES**

<b>Internet Domain Names and Websites</b>	<b>Net Book Value of Debtor's Interest</b>	<b>Valuation Method Used for Current Value</b>	<b>Current Value of Debtor's Interest</b>
AQUACRAFTMODELS.COM	\$0.00	NET BOOK VALUE	\$0.00
BESTRC.COM	\$0.00	NET BOOK VALUE	\$0.00
BESTRC.NET	\$0.00	NET BOOK VALUE	\$0.00
CMECAMERA.COM	\$0.00	NET BOOK VALUE	\$0.00
C-MECAMERA.COM	\$0.00	NET BOOK VALUE	\$0.00
COVERITE.COM	\$0.00	NET BOOK VALUE	\$0.00
COXMODELS.COM	\$0.00	NET BOOK VALUE	\$0.00
DIE-CAST-MODELS.COM	\$0.00	NET BOOK VALUE	\$0.00
DLE-ENGINES.COM	\$0.00	NET BOOK VALUE	\$0.00
DROMIDA.COM	\$0.00	NET BOOK VALUE	\$0.00
DURATRAX.COM	\$0.00	NET BOOK VALUE	\$0.00
DYNAFLITE.COM	\$0.00	NET BOOK VALUE	\$0.00
EASYRC.COM	\$0.00	NET BOOK VALUE	\$0.00
ELECTRIFLY.COM	\$0.00	NET BOOK VALUE	\$0.00
EXPLORE-RISE.COM	\$0.00	NET BOOK VALUE	\$0.00
EZRC.COM	\$0.00	NET BOOK VALUE	\$0.00
FLIGHTPOWERBATTERIES.COM	\$0.00	NET BOOK VALUE	\$0.00
FLIGHTPOWERUSA.COM	\$0.00	NET BOOK VALUE	\$0.00
FLITTCAMERA.COM	\$0.00	NET BOOK VALUE	\$0.00
FLYZONEPLANES.COM	\$0.00	NET BOOK VALUE	\$0.00
FUTABANITROCHALLENGE.COM	\$0.00	NET BOOK VALUE	\$0.00
FUTABARC.COM	\$0.00	NET BOOK VALUE	\$0.00
FUTABA-RC.COM	\$0.00	NET BOOK VALUE	\$0.00
GOBERZERK.COM	\$0.00	NET BOOK VALUE	\$0.00
GPDEALER.COM	\$0.00	NET BOOK VALUE	\$0.00
GPDEALERA.COM	\$0.00	NET BOOK VALUE	\$0.00
GPMD.COM	\$0.00	NET BOOK VALUE	\$0.00
GPSOFTWARE.COM	\$0.00	NET BOOK VALUE	\$0.00
GPVENDOR.COM	\$0.00	NET BOOK VALUE	\$0.00
GREATPLANES.COM	\$0.00	NET BOOK VALUE	\$0.00
HASEGAWAUSA.COM	\$0.00	NET BOOK VALUE	\$0.00
HELIMAXRC.COM	\$0.00	NET BOOK VALUE	\$0.00
HOBBICO.CO.UK	\$0.00	NET BOOK VALUE	\$0.00
HOBBICO.COM	\$0.00	NET BOOK VALUE	\$0.00
HOBBICO.NET	\$0.00	NET BOOK VALUE	\$0.00
HOBBICO-EFEST.COM	\$0.00	NET BOOK VALUE	\$0.00
HOBBICOENTERPRISE.COM	\$0.00	NET BOOK VALUE	\$0.00
HOBBICOVENDOR.COM	\$0.00	NET BOOK VALUE	\$0.00

**HOBICO, INC.****SCHEDULE AB61: INTERNET DOMAIN NAMES AND WEBSITES**

<b>Internet Domain Names and Websites</b>	<b>Net Book Value of Debtor's Interest</b>	<b>Valuation Method Used for Current Value</b>	<b>Current Value of Debtor's Interest</b>
HOBBIES.NET	\$0.00	NET BOOK VALUE	\$0.00
HOBBYDISCOUNTWAREHOUSE.COM	\$0.00	NET BOOK VALUE	\$0.00
HOBBYSERVICES.COM	\$0.00	NET BOOK VALUE	\$0.00
HOBBYSHIPPER.COM	\$0.00	NET BOOK VALUE	\$0.00
ITALERIUSA.COM	\$0.00	NET BOOK VALUE	\$0.00
KEEPITRC.COM	\$0.00	NET BOOK VALUE	\$0.00
LIFESOURCEBATTERIES.COM	\$0.00	NET BOOK VALUE	\$0.00
MICROSIZERS.COM	\$0.00	NET BOOK VALUE	\$0.00
MISSIONSOFC.A.COM	\$0.00	NET BOOK VALUE	\$0.00
MODEL-SHIPS.COM	\$0.00	NET BOOK VALUE	\$0.00
MONOKOTE.COM	\$0.00	NET BOOK VALUE	\$0.00
MUCHMOREUSA.COM	\$0.00	NET BOOK VALUE	\$0.00
ODONNELLFUEL.COM	\$0.00	NET BOOK VALUE	\$0.00
ODONNELLRACING.COM	\$0.00	NET BOOK VALUE	\$0.00
OMNIMODELS.COM	\$0.00	NET BOOK VALUE	\$0.00
OMNIMODELS.INFO	\$0.00	NET BOOK VALUE	\$0.00
ONYXBATTERIES.COM	\$0.00	NET BOOK VALUE	\$0.00
ONYX-RC.COM	\$0.00	NET BOOK VALUE	\$0.00
OSENGINES.COM	\$0.00	NET BOOK VALUE	\$0.00
PLASTIC-MODELS.COM	\$0.00	NET BOOK VALUE	\$0.00
PROTOQUAD.COM	\$0.00	NET BOOK VALUE	\$0.00
PUZZLEWONDER.COM	\$0.00	NET BOOK VALUE	\$0.00
RADIO-CONTROL.COM	\$0.00	NET BOOK VALUE	\$0.00
RCBRAIN.COM	\$0.00	NET BOOK VALUE	\$0.00
RCGEARGARAGE.COM	\$0.00	NET BOOK VALUE	\$0.00
RCGEARSHOP.COM	\$0.00	NET BOOK VALUE	\$0.00
RCHELIMART.COM	\$0.00	NET BOOK VALUE	\$0.00
RCMICROSIZERS.COM	\$0.00	NET BOOK VALUE	\$0.00
RCPARTSSUPERSTORE.COM	\$0.00	NET BOOK VALUE	\$0.00
RCSTARPLUG.COM	\$0.00	NET BOOK VALUE	\$0.00
RCWISHLIST.COM	\$0.00	NET BOOK VALUE	\$0.00
REALFLIGHT.COM	\$0.00	NET BOOK VALUE	\$0.00
REALRACE.COM	\$0.00	NET BOOK VALUE	\$0.00
ROCKETFUN.COM	\$0.00	NET BOOK VALUE	\$0.00
SCIENCEHOBBY.COM	\$0.00	NET BOOK VALUE	\$0.00
SPEEDMART.COM	\$0.00	NET BOOK VALUE	\$0.00
STYLESTUDIO.COM	\$0.00	NET BOOK VALUE	\$0.00
SUPERTIGRE.COM	\$0.00	NET BOOK VALUE	\$0.00

**HOBICO, INC.****SCHEDULE AB61: INTERNET DOMAIN NAMES AND WEBSITES**

<b>Internet Domain Names and Websites</b>	<b>Net Book Value of Debtor's Interest</b>	<b>Valuation Method Used for Current Value</b>	<b>Current Value of Debtor's Interest</b>
TACTICRC.COM	\$0.00	NET BOOK VALUE	\$0.00
TOP-FLITE.COM	\$0.00	NET BOOK VALUE	\$0.00
TOWERHELI.COM	\$0.00	NET BOOK VALUE	\$0.00
TOWERHELIS.COM	\$0.00	NET BOOK VALUE	\$0.00
TOWERHOBBIES.BIZ	\$0.00	NET BOOK VALUE	\$0.00
TOWERHOBBIES.COM	\$0.00	NET BOOK VALUE	\$0.00
TOWERHOBBIES.INFO	\$0.00	NET BOOK VALUE	\$0.00
TOWERHOBBIES.MOBI	\$0.00	NET BOOK VALUE	\$0.00
TOWERHOBBIES.ORG	\$0.00	NET BOOK VALUE	\$0.00
TOWERHOBBY.COM	\$0.00	NET BOOK VALUE	\$0.00
TOWERTALK.COM	\$0.00	NET BOOK VALUE	\$0.00
TRAINMODELS.COM	\$0.00	NET BOOK VALUE	\$0.00
TRAIN-MODELS.COM	\$0.00	NET BOOK VALUE	\$0.00
TRAKPOWERUSA.COM	\$0.00	NET BOOK VALUE	\$0.00
ULTIMATECOMBO.COM	\$0.00	NET BOOK VALUE	\$0.00
ULTIMATECOMBOS.COM	\$0.00	NET BOOK VALUE	\$0.00
UNITEDMODEL.COM	\$0.00	NET BOOK VALUE	\$0.00
UNITEDMODEL.NET	\$0.00	NET BOOK VALUE	\$0.00
UNITEDMODEL.ORG	\$0.00	NET BOOK VALUE	\$0.00
VSTANKUSA.COM	\$0.00	NET BOOK VALUE	\$0.00
WORLDOFHOBBIES.COM	\$0.00	NET BOOK VALUE	\$0.00
XFC-RC.COM	\$0.00	NET BOOK VALUE	\$0.00
		<b>TOTAL:</b>	<b>\$0.00</b>

**PATENT****RECORDED: 08/21/2018**

ScheduleAB - Question: 61 - SCHEDULE AB61

**REEL: 046864 FRAME: 0664**