

05-15-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101356161

Handwritten: KMO
4.24.00

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

Submission Type

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

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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

FOR OFFICE USE ONLY

05/11/2000 JSHABAZZ 00000113 980964

01 FC:481 40.00 OP
02 FC:482 325.00 OP

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

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

TRADEMARK
REEL: 002071 FRAME: 0441

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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

Mark if additional numbers attached

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

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="980,964"/>	<input type="text" value="802,615"/>	<input type="text" value="1,332,353"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,547,540"/>	<input type="text" value="779,589"/>	<input type="text" value="860,955"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,219,246"/>	<input type="text" value="1,057,800"/>	<input type="text" value="1,363,578"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

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

Lisa M. Schuver

Lisa M. Schuver

4/21/00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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1,136,325	<input type="text"/>	<input type="text"/>
652,342	<input type="text"/>	<input type="text"/>
1,057,799	<input type="text"/>	<input type="text"/>
921,506	<input type="text"/>	<input type="text"/>
768,144	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)

Revell-Monogram, Inc.
8601 Waukegan Road
Morton Grove, IL 60053

8

Secured Party(ies) and address(es)

Continental Bank N.A.
231 South LaSalle Street
Chicago, IL 60697

For Filing Officer
(Date, Time, Number, and Filing Office)

ASSIGNEE OF SECURED PARTY

3129895

8.00FS

10:32

4.00T** 334523

1. This financing statement covers the following types (or items) of property:

All Equipment, Inventory, Receivables, Related Contracts, Intellectual Property Collateral, deposit accounts, books, records, writings, data bases, proceeds and products of the foregoing, and other property and rights as more fully described on Schedule A attached hereto and made a part hereof.

SEE OVERSIZE FILE

2. Products of Collateral are also covered.

56 Additional sheets presented.

Filed with Office of Secretary of State of Illinois.

93100 Debtor is a transmitting entity as defined in UCC § 1-105. 0463

Revell-Monogram, Inc.

Signature of Debtor (Secured Party)*

* Signature of Debtor Required in Most Cases;
Signature of Secured Party in Cases Covered by UCC § 9-402 (2)

FILING OFFICER COPY - ALPHABETICAL

This form of financing statement is approved by the Secretary of State.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 - REV. 1978

TERMINATED
505IL06/04/93
505IL01/27/95 03:00

This STATEMENT is presented to THE FILING OFFICER for filing pursuant to the Uniform Commercial Code.

For Filing Officer (Date, Time, Number, and Filing Office)

Debtor(s) (Last Name First) and address(es)
Revell-Monogram, Inc.
8601 Waukegan Road
Morton Grove, Illinois 60053

Secured Party(ies) and address(es)
Continental Bank N.A.
231 South LaSalle Street
Chicago, Illinois 60697

This Statement refers to original Financing Statement No. 3129895
Date filed: June 4, 19 93 Filed with Illinois SOS

3474138
B. OOPR
4.007**
334523

- A. CONTINUATION.....The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B. PARTIAL RELEASE...From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the property indicated below.
- C. ASSIGNMENT.....The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the property indicated below.
- D. TERMINATION.....The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E. AMENDMENT.....The financing statement bearing the above file number is amended.
 - To show the Secured Party's new address as indicated below;
 - To show the Debtor's new address as indicated below;
 - As set forth below:

OKRC
10-4-93

TERMINATED
SOSIL 10/04/93 02:53
SOSIL01/27/95 03:00

See Schedule I attached hereto and made a part hereof.

9 3 2 7 (Debtor) 0 6 4 7
Dated: _____, 19 _____

Continental Bank N.A.
By: [Signature]
(Signature of Secured Party)

This form of Financing Statement is approved by the Secretary of State.

(1) FILING OFFICER COPY-ALPHABETICAL

SCHEDULE I
To Uniform Commercial Code Partial-Release Form

NAMING:

DEBTOR:

Revell-Monogram, Inc.
8601 Waukegan Road
Morton Grove, Illinois 60053

SECURED PARTY:

Continental Bank N.A.
231 South LaSalle Street
Chicago, Illinois 60697

This partial-release form covers all of the Secured Party's security interest in the following assets of Debtor, that are sold to Craft House Corporation, relating to the manufacture and sale of Skilcraft Products: 4 /

- i. All patents, trademarks, trade names and copy rights relating to the Skilcraft Products and Handy Andy Products, as set forth on Exhibit A attached hereto;
- ii. All tooling utilized to produce the Skilcraft Products as set forth on Exhibit B attached hereto, plus the tooling for the following products:

<u>Product Name</u>	<u>Item No.</u>
Ant Circus	4507
Navel Orange	4213
Apple Head	4214
Water Wonderland	4508

- iii. All Skilcraft finished goods, work-in-progress and raw material (current inventory relating to the 1993 product line, the value of which excludes any manufacturing overhead and includes all material and direct labor costs); and
- iv. All intangible personal property of Debtor related to the manufacture and sale of Skilcraft Products; including, without limitation, customer account information regarding all sales of Skilcraft products by Debtor, customer lists, historical sales information relating to each customer, all sales materials, merchandising aids, customer correspondence and complaint files solely relating to Skilcraft Science line of products only, and archive information.

8.00P** 3174138
50SIL10/04/93 02:53

334523
4.00T**

TERMINATED
50SIL01/27/95 03:00

SCHEDULE A
To Uniform Commercial Code Financing Statement

334523
4.00T**

NAMING:

DEBTOR

Revell-Monogram, Inc.
8601 Waukegan Road
Morton Grove, Illinois 60053

SECURED PARTY

Continental Bank N.A.,
231 South LaSalle Street
Chicago, Illinois 60697

TERMINATED
SOSILO1/27/95 03:00

This Financing Statement covers all of the Debtor's right, title and interest in the following, whether now or hereafter existing or acquired (the "Collateral"):

- 9 3(a) 5 5
- (a) all equipment of the Debtor in all of its forms, wherever located, and all parts thereof and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor (any and all of the foregoing being the "Equipment"), but excluding, however, any equipment leased to the Debtor;
 - (b) all inventory of the Debtor in all of its forms, wherever located, including:
 - (i) all raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof,
 - (ii) all goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind (including goods in which the Debtor has an interest or right as consignee), and
 - (iii) all goods which are returned to or repossessed by the Debtor,

and all accessions thereto, products thereof and documents therefor (any and all such inventory, materials, goods, accessions, products and documents being the "Inventory");

SCHEDULE A
To Uniform Commercial Code Financing Statement

NAMING:

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- (c) all accounts, contracts, contract rights, chattel paper, documents, instruments and general intangibles of the Debtor, whether or not arising out of or connection with the sale or lease of goods or the rendering of services, and all rights of the Debtor now or hereafter existing in and to all security agreements, guaranties, leases and other contracts securing or otherwise relating to any accounts, contracts, contract rights, chattel paper, documents, instruments and general intangibles (any and all such accounts, contracts, contract rights, chattel paper, documents, instruments and general intangibles being the "Receivables", and any and all such security agreements, guaranties, leases and other contracts being the "Related Contracts");
- (d) all Intellectual Property Collateral;
- (e) all deposit accounts of the Debtor and all accounts of the Debtor for holding Cash Equivalents, including all funds on deposit therein, all investments arising out of such funds, all claims thereunder or in connection therewith, and all cash, instruments, securities, rights and other property at any time and from time to time received, receivable, or otherwise distributed in respect of such accounts, such funds, or such investments (excluding however, any such account expressly designated as an escrow or similar account all of the amounts on deposit in which are being held for the benefit of a Person other than the Debtor or any of its Subsidiaries);

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- (f) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing;
- (g) all of the Debtor's securities;
- (h) all of the Debtor's other property and rights of every kind and description and all interests therein; and
- (i) all products, rents, issues, profits, returns, income and proceeds of and from any and all of the foregoing Collateral (including proceeds which constitute property of the types described in clauses (a), (b), (c), (d), (e), (f), (g), and (h), proceeds deposited from time to time in any collateral account of the Secured Party and in any lock boxes of the Debtor, and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral).

As used herein, the following terms shall have the meanings set forth below (which definitions shall be applicable to the singular and plural forms of such terms):

Cash Equivalents means:

- (i) marketable direct obligations issued or unconditionally guaranteed by the United States

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Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition thereof;

- (ii) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition, rated AA or better by either Standard & Poor's Corporation or Moody's Investors Service, Inc.;
- (iii) commercial paper maturing no more than one year from the date of creation thereof and, at the time of acquisition, rated A1/P1 or better by either Standard & Poor's Corporation or Moody's Investors Service, Inc.;
- (iv) certificates of deposit or bankers' acceptances maturing within one year from the date of acquisition thereof issued by any commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia having combined capital and surplus of not less than \$250,000,000; and
- (v) other investments through the short-term asset management program of the Secured Party.

Computer Hardware and Software Collateral means all of the Debtor's right, title and interest in and to:

SCHEDULE A
To Uniform Commercial Code Financing Statement

NAMING:

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(a) any computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(b) any software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter acquired by the Debtor, designed for use on the computers and electronic data processing hardware described in clause a above;

(c) any firmware associated therewith;

(d) any documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c); and

(e) any rights with respect to all of the foregoing, including, without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

Copyright Collateral means all of the Debtor's right, title and interest in and to any copyrights, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including, without limitation, all of the Debtor's right, title and interest in and to all copyrights

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registered in the United States Copyright Office or anywhere else in the world including, without limitation, the copyright registrations referred to in Exhibit C attached hereto, and all applications for registration thereof, whether pending or in preparation, including each copyright license referred to in Exhibit D attached hereto, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

Intellectual Property Collateral means, collectively, the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral.

Patent Collateral means all of the Debtor's right, title and interest in and to:

(a) any letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Exhibit A attached hereto;

(b) any patent licenses, including each patent license referred to in Exhibit D attached hereto;

(c) any reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses a and (b); and

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Chicago, Illinois 60697

(d) any proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Exhibit A attached hereto hereto, and for breach or enforcement of any patent license, including any patent license referred to in Exhibit A attached hereto, and all rights corresponding thereto throughout the world.

Person means any natural person, corporation, limited liability company, partnership, trust, association, governmental authority or unit, or any other entity, whether acting in an individual, fiduciary or other capacity.

Subsidiary means, with respect to the Debtor, a corporation or other entity of which the Debtor and/or its other Subsidiaries own, directly or indirectly, such number of outstanding shares as have more than 50% of the ordinary voting power for the election of directors or the equivalent.

Trademark Collateral means all of the Debtor's right, title and interest in and to:

(a) any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether

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currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Exhibit B attached hereto;

(b) any Trademark licenses, including each Trademark license referred to in Exhibit D attached hereto;

(c) any reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) any of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) any proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license referred to in Exhibit B and Exhibit D attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Trade Secrets Collateral means all of the Debtor's right, title and interest in and to any common law and statutory trade secrets and any other confidential or proprietary or useful information and any know-how obtained by or used in, or contemplated at any time for use in, the business of the Debtor (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a

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writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, including each Trade Secret license referred to in Exhibit D attached hereto, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.