

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Harris N.A.		05/02/2007	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Revell-Monogram LLC		
<b>Street Address:</b>	725 Landwehr Rd.		
<b>City:</b>	Northbrook		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60062		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2688939	SPY SPORTSTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)207-6400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-207-1000		
<b>Email:</b>	ipdocket-chi@reedsmith.com		
<b>Correspondent Name:</b>	Safia Khan, Reed Smith LLP		
<b>Address Line 1:</b>	10 South Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Safia Khan		
<b>Signature:</b>	/Safia Khan/		
<b>Date:</b>	05/18/2007		

OP \$40.00 2688939

Total Attachments: 4

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**RELEASE AND REASSIGNMENT OF TRADEMARKS**

THIS RELEASE AND REASSIGNMENT dated May 2, 2007 by Harris N.A.

**WITNESSETH:**

WHEREAS, Harris N.A. with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (the "*Secured Party*") and Revell-Monogram, LLC, a Delaware limited liability company with its mailing address at 725 Landwehr Rd., Northbrook, IL 60062 (the "*Debtor*") are parties to a certain Trademark Collateral Agreement dated August 31, 2006 which was recorded in the United States Patent and Trademark Office on October 16, 2006 at Reel 003409, Frame 0439, pursuant to which the Debtor granted a security interest in and collateral assignment of certain trademarks, trademark registrations and trademark applications listed on Schedule A-1 attached hereto, trademark licenses listed on Schedule A-2 attached hereto, and certain other property (collectively, the "*Trademarks*"); and

WHEREAS, the Debtor has requested that the Secured Party release its security interests in the Trademarks and reassign the same to the Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

The Secured Party hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the Debtor, without any representation, warranty, recourse or undertaking by the Secured Party, all of its right, title and interest, if any, in and to:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration, trademark application or trademark license, in each case together with the right to sue for and collect said damages.

IN WITNESS WHEREOF, the Secured Party has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

HARRIS N.A.

By Antonio Robledo  
Name Antonio Robledo  
Title Vice president

SCHEDULE A-1  
TO RELEASE AND REASSIGNMENT

REGISTERED FEDERAL TRADEMARK REGISTRATIONS AND  
PENDING FEDERAL TRADEMARK APPLICATIONS

<i>Country</i>	<i>Trademark</i>	<i>Reg. No./Application No.</i>	<i>Reg. Or Application Date</i>
United States	Spy Sportster	2,688,939	2/18/03

**SCHEDULE A-2**  
**TO RELEASE AND REASSIGNMENT**

**TRADEMARK LICENSES**

NONE.