

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PROBLEND ASSET MANAGEMENT, INC.		01/13/2006	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GREAT PLANES MODEL MANUFACTURING, INC.		
<b>Street Address:</b>	2904 Research Road		
<b>City:</b>	Champaign		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	61822		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1937617	O'DONNELL RACING FUEL	
Registration Number:	2645526	O'DONNELL RACING FUEL	
Registration Number:	2648942	O'DONNELL RACING FUEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)569-3459		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312 569 1459		
<b>Email:</b>	IPDOCKETCHICAGO@DBR.COM, nancy.martinez-curtin@dbr.com		
<b>Correspondent Name:</b>	Melissa S. Dillenbeck		
<b>Address Line 1:</b>	191 North Wacker Drive		
<b>Address Line 2:</b>	Suite 3700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	319553		

**CH \$90.00 1937617**

NAME OF SUBMITTER:	Melissa S. Dillenbeck
Signature:	/melissasdillenbeck-nmc/
Date:	07/20/2009
<b>Total Attachments: 4</b> source=PBAMtoGREATPLANES--Document#page1.tif source=PBAMtoGREATPLANES--Document#page2.tif source=PBAMtoGREATPLANES--Document#page3.tif source=PBAMtoGREATPLANES--Document#page4.tif	

**EXHIBIT A**

**TRADEMARK ASSIGNMENT**

THIS ASSIGNMENT, made as of the 13<sup>th</sup> day of January, 2006, by and between **PROBLEND ASSET MANAGEMENT, INC.**, a California corporation with offices at 10702 Hathaway Drive, Sante Fe Springs, California 90670 ("Assignor") and **GREAT PLANES MODEL MANUFACTURING, INC.**, an Illinois corporation with its principal place of business c/o Hobbico, Inc., 2904 Research Road, Champaign, Illinois 61822 ("Assignee").

WHEREAS, Assignor is the owner of and has adopted, used and is using the trademarks listed in Schedule 1 attached hereto and made a part hereof, in various jurisdictions throughout the world (the "Marks"); and

WHEREAS, Assignee wishes to acquire the entire right, title and interest in and to the Marks in various jurisdictions throughout the world as listed in Schedule 1 and the goodwill connected with and symbolized by the said Marks; and

WHEREAS, Assignor wishes to assign the Marks and the goodwill connected with and symbolized by the said Marks;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee the entire right, title and interest of Assignor in and to the Marks including the goodwill connected with and symbolized by the said Marks throughout the world and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment; together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives. For purposes of clarification, nothing in this Agreement grants Assignee any rights to utilize the name "O'Donnell" independent of the Marks assigned hereunder.

Assignor authorizes and requests the respective local Registrars of Trademarks or other legal Trademark Authorities to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee.

Assignor shall provide Assignee cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for registration of the Marks assigned herein; (2) in the prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise in connection with any of the trademark rights assigned herein, including testifying as to any facts relating to this assignment or to the trademark rights assigned herein; (3) in obtaining any additional trademark protection in or to the

Marks that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this assignment to be signed and executed by their duly authorized officers or agents on the date first written above.

**PROBLEND ASSET MANAGEMENT, INC.**

**GREAT PLANES MODEL  
MANUFACTURING, INC.**

By: 

Name: Steven O'Donnell

Title: President

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

Name: Wayne J. Hemming

Title: President


Marks that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this assignment to be signed and executed by their duly authorized officers or agents on the date first written above.

**PROBLEND ASSET MANAGEMENT, INC.**

**GREAT PLANES MODEL  
MANUFACTURING, INC.**

By: \_\_\_\_\_  
Name: Steven O'Donnell  
Title: President

By:  \_\_\_\_\_  
Name: Wayne L. Hemming  
Title: President

**SCHEDULE 1**

<b><u>Trademark</u></b>	<b><u>Country/State</u></b>	<b><u>App/Reg. No.</u></b>
O'DONNELL RACING FUEL (word mark)	United States	1,937,617
O'DONNELL RACING FUEL (stylized)	United States	2,648,942
O'DONNELL RACING FUEL and Design	United States	2,645,526

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