

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Assignment and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lionel L.L.C.		01/28/2005	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Wachovia Bank
Street Address:	1133 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	National Association:

PROPERTY NUMBERS Total: 129

Property Type	Number	Word Mark
Registration Number:	2549316	400E
Registration Number:	2573105	A.C. GILBERT CO.
Registration Number:	906157	AMERICAN FLYER
Registration Number:	2813095	AMERICAN FLYER
Registration Number:	2144349	ACCESSORY MASTER
Registration Number:	2679526	
Serial Number:	75469020	BIG, RUGGED TRAINS
Registration Number:	2819956	CAB-1
Registration Number:	1949659	CAB-1 REMOTE CONTROLLER
Registration Number:	1014192	CANNONBALL
Registration Number:	390995	"CHOO-CHOO"
Serial Number:	78248071	"CHOO-CHOO"
Serial Number:	76456910	FAT BOY
Serial Number:	75469035	COMMAND READY

CH \$3240.00 2549316

Registration Number:	1296446	COMMANDO ASSAULT TRAIN
Registration Number:	1743917	
Registration Number:	1189457	F
Registration Number:	1191765	F FUNDIMENSIONS
Registration Number:	1690318	FLIP 'N FIRE
Registration Number:	2194149	GILBERT
Registration Number:	2194150	GILBERT HALL OF SCIENCE
Registration Number:	995805	FUNDIMENSIONS
Registration Number:	1015351	GOLDEN STATE ARROW
Registration Number:	1152546	GREAT PLAINS EXPRESS
Serial Number:	75472936	GREAT RAILWAY ADVENTURES
Serial Number:	75473307	LIONEL GREAT RAILWAY ADVENTURES
Serial Number:	75872442	IVES
Registration Number:	2303691	JOSH AND JENNIE
Serial Number:	75245621	L
Registration Number:	2314559	L
Registration Number:	443429	L
Registration Number:	736342	L
Registration Number:	742952	L
Serial Number:	75337171	L LIONEL AMERICAN LEGEND
Registration Number:	1521981	L LIONEL LARGE SCALE
Registration Number:	2355674	LIONEL L SINCE 1900
Serial Number:	75337257	L LIONEL TRAINS AMERICAN LEGEND
Registration Number:	2144348	LAYOUT MASTER
Registration Number:	1180563	LIONEL
Serial Number:	78320101	LIONEL
Registration Number:	1605436	LIONEL
Serial Number:	75557605	LIONEL CONSTRUCTION SET
Serial Number:	75337259	LIONEL COUNTY
Serial Number:	75292501	LIONEL EXPRESS
Registration Number:	2825192	LIONEL
Registration Number:	735256	LIONEL
Registration Number:	313353	LIONEL
Registration Number:	2295314	LIONEL BIG, RUGGED TRAINS
Registration Number:	2201889	LIONEL CITY

Serial Number:	78308814	LIONEL KIDDIE CITY
Registration Number:	1234006	LIONEL KIDDIE CITY
Serial Number:	75440166	LIONEL HEIGHTS
Registration Number:	1576556	LIONEL CLASSICS
Serial Number:	75165148	LIONEL CLASSICS
Registration Number:	2468080	LIONEL LEGENDARY TRAINS
Registration Number:	2201888	LIONEL LEGENDS
Serial Number:	74139094	LIONEL LEGENDS
Registration Number:	2207490	LIONEL LINES
Serial Number:	76042349	
Serial Number:	73308762	DIGIT-ALL
Registration Number:	1234005	LIONEL PLAY WORLD
Registration Number:	1951817	LIONEL PRESCHOOL
Serial Number:	75657584	LIONEL METROPOLIS RAILROAD TRAIN SET
Registration Number:	2253979	LIONEL ROUTE 66
Serial Number:	75657579	LIONEL SAFARI ADVENTURE SET
Registration Number:	2680647	LIONEL SINCE 1900
Registration Number:	2641950	LIONEL SINCE 1900
Registration Number:	2251680	LIONEL WARHORSE
Serial Number:	75165079	LIONEL ZW
Registration Number:	1797950	LIONELVILLE
Registration Number:	2758658	LIONELVILLE
Serial Number:	78348034	HOME LINE
Serial Number:	75469034	LIONELVISION
Registration Number:	2494754	LIONMASTER
Registration Number:	2373439	LITTLE LIONEL
Registration Number:	2358587	LITTLE LIONEL
Registration Number:	2708957	LOCKON
Registration Number:	574511	MAGNE-TRACTION
Registration Number:	2651493	MAGNIVISION
Registration Number:	2482776	ODYSSEY
Registration Number:	1563513	PERFORMANCE ARCHERY EQUIPMENT
Registration Number:	1536513	POSI-LOCK
Serial Number:	74541868	POWERMASTER
Registration Number:	1494381	POWERMASTER

Registration Number:	2207491	POWERMASTER
Registration Number:	1493318	POWER MASTERS
Registration Number:	1953725	PH-1 POWERHOUSE
Serial Number:	74533313	PM-1 POWERMASTER
Registration Number:	1499744	POWER MASTERS
Serial Number:	74608105	POWERSTATION
Registration Number:	2521500	POWERSTATION-POWERHOUSE
Registration Number:	1152544	PULLMOR
Registration Number:	2819957	PULLMOR
Registration Number:	1745185	RAILROAD SPIKE
Registration Number:	2358213	RAIL TALES
Serial Number:	75415118	RAIL TALES PLAY STAGES
Registration Number:	1589124	RAIL SCOPE
Registration Number:	2711066	RAILSOUNDS
Serial Number:	75246195	RAIL VISION
Registration Number:	1491304	REVOLVER
Registration Number:	1628447	REVOLVERS
Registration Number:	1631752	REVOLVERS
Registration Number:	1606531	REVOLVERS
Serial Number:	75469032	SOFTTRACK
Serial Number:	78400217	STANDARD O
Registration Number:	2601928	STANDARD OF THE WORLD
Serial Number:	78211834	SUPER "O"
Serial Number:	75233110	SUPER O
Registration Number:	1191238	THE BIG TRAIN FOR SMALL HANDS
Registration Number:	1152547	THE BLACK RIVER FREIGHT
Registration Number:	1178316	THE JAMES GANG
Registration Number:	2070640	THE LIONEL CORPORATION
Registration Number:	945143	THE MIGHTY SOUND OF STEAM
Registration Number:	1167476	TIMBERLINE
Registration Number:	2704293	TMCC
Registration Number:	2479545	TRAIN MASTER
Registration Number:	368274	TRAIN MASTER
Registration Number:	2876069	TRAINMASTER
Registration Number:	1070302	TRAINS 'N TRUCKIN'

Serial Number:	78449400	TRAINSOUNDS
Serial Number:	78279661	
Registration Number:	1240505	TRANSUNIVERSE
Registration Number:	2356615	VILLAGE TROLLEY CO.
Registration Number:	2188051	VILLAGE TROLLEY COMPANY
Registration Number:	1167477	WORKIN' ON THE RAILROAD
Serial Number:	76006051	YARDBOSS
Registration Number:	1015875	YARDMASTER
Registration Number:	2385344	ZW
Serial Number:	74533407	ZWC CONTROLLER

CORRESPONDENCE DATA

Fax Number: (212)310-8007

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

Email: andrew.yoon@weil.com, phyllis.eremitaggio@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Andrew Yoon

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

NAME OF SUBMITTER:	Andrew Yoon
Signature:	/Andrew Yoon/
Date:	02/10/2005

Total Attachments: 37

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated January 28, 2005, is by and between Lionel L.L.C., Debtor and Debtor-in-Possession, a New York limited liability company ("Debtor"), with its chief executive office at 26750 Twenty-Three Mile Road, Chesterfield, Michigan, and Wachovia Bank, National Association, a national banking association ("Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, tradenames, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party and Debtor have entered or are about to enter into debtor-in-possession financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Secured Party, Debtor and Liontech Company, Debtor and Debtor-in-Possession, a Michigan corporation (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the full and final payment and performance of all of the Obligations (as such term is defined in the Loan Agreement), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, tradestyles and service marks and all applications for registration, registrations and recordings relating to the

foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, tradestyles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the full and final payment and performance of all of the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor has good, valid and merchantable title to all existing Collateral, and the right and power to grant the security interest granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications, provided, however, that Debtor shall not be required to take any such action with respect to any Trademark if (A) in Debtor's good faith business judgment, there is a reasonable and valid business reason for taking or omitting to take such action and (B) the taking or omitting to take such action would not have or reasonably be expected to have a Material Adverse Effect. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) liens, claims, mortgages, licenses, security interests and encumbrances granted hereunder and pursuant to the Loan Agreement and the other Financing Agreements, (ii) the liens, claims, mortgages, assignments, licenses, security interests and encumbrances permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below or under the Loan Agreement.

(b) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(c) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof or any political subdivision thereof, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(d) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder, provided, that Secured Party agrees that it shall not exercise any power or authority granted under the Power of Attorney unless an Event of Default has occurred and is continuing.

(e) Subject to Section 7.7 of the Loan Agreement, Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(f) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof or any political subdivision thereof, unless Debtor has given Secured Party prompt written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, or any political subdivision thereof, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, or any political subdivision thereof, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all agreements, instruments, documents and such other papers as may be reasonably requested by Secured Party to evidence the security interest in such Trademark in favor of Secured Party.

(g) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable, except to the extent permitted under the Loan Agreement. Debtor shall notify Secured Party promptly if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(h) Debtor shall render any assistance, as Secured Party shall determine is reasonably necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, or any political subdivision thereof, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings subject to Section 9.7(b)(viii) of the Loan Agreement.

(i) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Except as disclosed pursuant to the Loan Agreement, there has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or part nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark in any material respect or is likely to cause confusion with any Trademark in any material respect. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(j) Debtor assumes all responsibility and liability arising from the use of the Trademarks (unless it is determined by a final and non-appealable judgment or court order binding on Secured Party, that the losses were the result of acts or omissions constituting Secured Party's gross negligence or willful misconduct) and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any subsidiary thereof) unless it is determined by a final and non-appealable judgment or court order binding on Secured Party, that the losses were the result of acts or omissions constituting Secured Party's gross negligence or willful misconduct. The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(k) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests granted hereunder,

including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder, but subject in all respects to the notice requirements of Section 10.2(h) of the Loan Agreement:

(a) Secured Party may require that neither Debtor nor any subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), in

form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations pursuant to the Loan Agreement. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York or the Bankruptcy Code.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the United States Bankruptcy Court for the Southern District of New York (and in the event such Bankruptcy Court does not have jurisdiction over any matter or if it has jurisdiction but does not exercise such jurisdiction for any reason, then the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York, as Lender may elect), and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that

Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Except as otherwise required under the Bankruptcy Code and subject to the Bankruptcy Code or any order of the Bankruptcy Court, within forty-five (45) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Lionel L.L.C.
26750 Twenty-Three Mile Road
Chesterfield, Michigan 48051
Attention: Scott Turkington
Chief Financial Officer
Telephone No.: (586) 949-4100x1227
Telecopy No.: (586) 949-3340

with a copy to: O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, New York 10036
Attention: Nadia Burgard, Esq.
Telephone: (212) 326-2287
Telecopy No.: (212) 326-2061

If to Secured Party: Wachovia Bank, National Association
1133 Avenue of the Americas
New York, New York 10036
Attention: Portfolio Manager
Telephone No.: (212) 840-2000
Telecopy No.: (212) 545-4490

(b) "Chapter 11 Cases" wherever used herein shall mean the Chapter 11 cases of Debtor and Liontech Company under the Bankruptcy Code referred to as In re Lionel L.L.C., et al., Chapter 11 Case No. 04-17324 (BRL) (Jointly Administered), currently pending in the United States Bankruptcy Court for the Southern District of New York. "Bankruptcy Code" wherever used herein shall mean the United States Bankruptcy Code, being Title 11 of the United States Code (11 U.S.C. Sections 101-1330), as the same now exists or may from time to time hereafter be amended, modified, recodified or supplemented, together with all official rules and regulations thereunder or related thereto. All references to Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and permitted assigns. All references to Debtor pursuant to the definitions set forth in the recitals hereto shall include its successors and permitted assigns (including, without limitation, any trustee or other fiduciary hereafter appointed as legal representative and

any successor upon the conclusion of the Chapter 11 Cases). The words “hereof,” “herein,” “hereunder,” “this Agreement” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 11.3 of the Loan Agreement. All references to the term “Person” or “person” herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) In the event of any specific inconsistency between the terms, covenants, representations, warranties or other provisions of this Agreement and the Financing Order (as such term is defined in the Loan Agreement), the terms of the Financing Order shall govern with respect to such specific inconsistency.

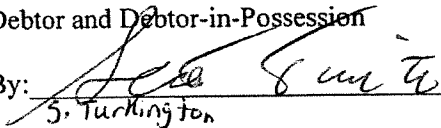
(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

(h) In the event of any conflict between the terms of the Term Loan Intercreditor Agreement and this Agreement or any of the other Financing Agreements, the Term Loan Intercreditor Agreement shall govern.

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IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

LIONEL L.L.C.
Debtor and Debtor-in-Possession

By: 

Title: CEO

WACHOVIA BANK, NATIONAL
ASSOCIATION

By: _____

Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 28 day of January, 2005, before me personally came Scott Turkington, to me known, who being duly sworn, did depose and say, that he is the CFO of Lionel L.L.C., Debtor and Debtor-in-Possession, the company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the managers of said company.

Richard Roel
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

RICHARD ROEL
Notary Public, State of New York
No. 01RO5026268
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires April 18, 2006

On this ____ day of January, 2005, before me personally came _____, to me known, who, being duly sworn, did depose and say, that he is the _____ of Wachovia Bank, National Association, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

LIONEL L.L.C.
Debtor and Debtor-in-Possession

By: _____

Title: _____

WACHOVIA BANK, NATIONAL
ASSOCIATION

By: *Peter Provenza*

Title: *SVP*

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ____ day of January, 2005, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of Lionel L.L.C., Debtor and Debtor-in-Possession, the company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the managers of said company.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 27 day of January, 2005, before me personally came Peter Provenza, to me known, who, being duly sworn, did depose and say, that he is the SVP of Wachovia Bank, National Association, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Maria Camacho

Notary Public

MARIA CAMACHO
NOTARY PUBLIC, State of New York
No.: 01CA5086952
Qualified in Queens County
Certificate Filed in New York County
Commission Expires October 27, 2005

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT (LIONEL)**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

400E

UNITED STATES	069010-0034	7/14/2000	76/088,946	3/19/2002	2,549,316	REGISTERED	28
28 - Model toy trains and accessories therefor							

A.C. GILBERT CO.

UNITED STATES	069010-0035	9/19/2000	76/130,680	5/28/2002	2,573,105	REGISTERED	28
28 - Toy trains and parts accessories therefor							
CANADA	069010-0258	10/28/1996	827,186			PENDING	

AMERICAN FLYER

UNITED STATES	069010-0036	9/24/1969	72/338,793	1/19/1971	906,157	REGISTERED	28
28 - Electrical and mechanical toys and miniature railroads							
CANADA	069010-0037	3/17/1997	839,584	5/14/1998	494,638	REGISTERED	0
0 - Toy trains and parts and accessories therefor; electrical and mechanical toys and miniature railroads							
UNITED STATES	069010-0337	3/7/2003	78/222,875	2/10/2004	2,813,095	REGISTERED	28
28 - Electrical and mechanical toys and miniature railroads							

ACCESSORY MASTER

UNITED STATES		12/30/96	75/219,698	03/17/98	2,144,349	REGISTERED	9
9 - Electronic Controls for Operating Miniature Model Railroads							

(BLUE & ORANGE) DESIGN

UNITED STATES	069010-0040	4/26/2001	76/042,329	1/28/2003	2,679,526	REGISTERED	28
28 - Toy trains and the parts and accessories therefor; dolls and toy animals							

BIG, RUGGED TRAINS

UNITED STATES	069010-0038	4/16/1998	75/469,020			REGISTERED	28
28 - Toy and collectible miniature vehicles and parts and accessories therefor							
CANADA	069010-0039	6/2/1998	880,172			REGISTERED	00
00 - Toy and collectible miniature vehicles and parts and accessories therefor							

CAB-1

UNITED STATES	069010-0244	4/1/2003	78/232,485	3/2/2004	2,819,956	REGISTERED	28
28 - Toy train accessories, namely, control devices to operate model toy trains and remote control devices to operate model toy trains and accessories and parts therefor							

CAB-1 REMOTE CONTROLLER

UNITED STATES	069010-0041	9/24/1969	74/533,315	1/19/1971	1,949,659	REGISTERED	29
29 - Toys, namely toy trains, train accessories and electric toy train transformers							

CANNONBALL

UNITED STATES	069010-0042	8/2/1974	73/028,526	6/24/1975	1,014,192	REGISTERED	28
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28 -

CHOO-CHOO

UNITED STATES	069010-0043	6/23/1941	6/23/1941	9/14/1941	390,995	REGISTERED	28
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28 - Toy railroad accessoires, toy trains, toy locomotives, toy tenders and other toy rolling stock

CANADA	069010-0044	3/17/1997	839,583			PENDING	00
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00 - Toy vehicles

UNITED STATES	069010-0247	5/9/2003	78/248,071			PENDING	28
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28 - Model toy train accessories, namely, model toy train sound systems

FAT BOY

UNITED STATES	069010-0055	10/8/2002	76/456,910			ALLOWED	28
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28 - Model toy train accessories, namely, component sound systems for model toy trains

COMMAND READY

UNITED STATES	069010-0045	4/16/1998	75/469,035			PENDING	28
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28 - Toy trains, toy train motors and parts and accessories

CANADA	069010-0046	6/2/1998	880,171			PENDING	
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COMMANDO ASSAULT TRAIN

UNITED STATES	069010-0047	5/30/1983	73/426,730	9/18/1984	1,296,446	REGISTERED	28
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28 - Toy model trains

CONFEDERATION FLYER

CANADA	069010-0048			7/27/1979	234,639	REGISTERED	00
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00 - Toy trains

DAYLIGHT FLYER

CANADA	069010-0049	11/1/1977	417,157	3/30/1979	232,522	REGISTERED	00
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00 - Toy trains

DESIGN (RAILROAD SPIKE FIGURE)

UNITED STATES	069010-0050	6/26/1991	74/179,945	12/29/1992	1,743,917	REGISTERED	16
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16 - Printed materials; namely, magazines, pamphlets, instructions and brochures relating to toy trains and accessories

DOUBLE CROSSING

AUSTRALIA	069010-0051	2/16/1989	505,035	12/21/1990	A505,035	REGISTERED	28
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28 -

F & DESIGN

UNITED STATES	069010-0052	10/26/1979	73/236,816	2/9/1982	1,189,457	REGISTERED	28
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28 - Toy motorized vehicles, toy model kits, and toy paint sets

F FUNDIMENSIONS & DESIGN

UNITED STATES	069010-0053	9/26/1979	73/236,810	3/9/1982	1,191,765	REGISTERED	28
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28 - Toy motorized vehicles, toy model kits and toy paint sets

MEXICO	069010-0054	3/14/1988	38,968	3/14/1988	378,114	REGISTERED	16
16 -							
FLIP N' FIRE							
UNITED STATES	069010-0056	11/17/1989	11/17/1989			REGISTERED	28
28 - Toy vehicles and accessories							
UNITED STATES	069010-0057	3/20/1991	74/149,633	6/2/1992	1,690,318	REGISTERED	28
28 - Toy vehicles, toy vehicle parts (including wheels and decals), tracks, launchers, accelerators, toy buildings and carrying cases							
FLYER							
UNITED STATES	069010-0350					PROPOSED	
GILBERT							
UNITED STATES	069010-0080	10/21/1996	75/184,254	10/6/1998	2,194,149	REGISTERED	28
28 - Toy trains and parts and accessories therefore							
CANADA	069010-0081	10/28/96	827,188	11/30/99	520,144	REGISTERED	
GILBERT HALL OF SCIENCE							
UNITED STATES	069010-0082	10/21/1996	75/184,256	10/6/1998	2,194,150	REGISTERED	28
28 - Toy trains and parts and accessories therefore							
CANADA	069010-0083	10/28/96	827,187	11/17/99	519,483	REGISTERED	0
0 - Toy trains and parts and accessories therefore							
FUNDIMENSIONS							
AUSTRALIA	069010-0067	6/26/78	319,443	6/26/78	A319,443	REGISTERED	16
16 - Children's painting sets including toy painting sets, paint-by-numbers sets including toy paint-by-numers sets, and parts in this class of those sets							
UNITED KINGDOM	069010-0068	1/13/77	1,073,031	2/13/77	B1,073,031	REGISTERED	28
28 -							
JAPAN	069010-0069	9/22/87	3/067,1985	9/22/87	2,010,250	REGISTERED	24
24 - Toys, and all other goods in class							
ARGENTINA	069010-0070	12/17/73	975,994	7/1/85	1,149,717	REGISTERED	28
28 -							
COLOMBIA	069010-0071	N/A	N/A	10/25/74	83,506	REGISTERED	28
28 -							
FRANCE	069010-0072	2/18/77	239,746	7/1/87	1,416,267	REGISTERED	28
28 -							
PANAMA	069010-0073	N/A	N/A	10/14/83	032,972	REGISTERED	16
16 -							
PANAMA	069010-0074	N/A	N/A	10/14/83	032,973	REGISTERED	28
28 -							
URUGUAY	069010-0075	N/A	N/A	8/12/74	133,305	REGISTERED	28
28 - Sets of toy models; sets to paint guided by numbers; sets of Christmas ornaments; art or entertainment sets (hobby); toys and educational toys and other articles in Classes 6, 15 and 23							
DOMINICAN REPUBLIC	069010-0076	1/27/83	35,088	3/8/83	35,088	REGISTERED	

DOMINICAN REPUBLIC	069010-0077	1/27/83	35,075	3/7/83	35,075	REGISTERED	
-							
DOMINICAN REPUBLIC	069010-0078	1/27/83	35,087	3/8/83	35,087	REGISTERED	
-							
DOMINICAN REPUBLIC	069010-0079	1/27/83	35,086	3/8/83	35,086	REGISTERED	
-							
AUSTRALIA	069010-0345	N/A	N/A	5/21/76	A303,791	REGISTERED	28
28 -							
MEXICO	069010-0348	5/23/85	249,209	8/9/85	310,686	REGISTERED	22
22 -							

FUNDIMENSIONS & DESIGN

UNITED STATES	069010-0058	8/15/1973	72,465,647	10/15/1974	995,805	REGISTERED	22
22 - Model toy kits							
MEXICO	069010-0059	7/26/93	220,603	1/26/84	296,486	REGISTERED	16
16 -							
BRAZIL	069010-0060	N/A	N/A	10/27/81	730258270	REGISTERED	16
16 -							
CANADA	069010-0061	10/1/73	368,490	10/18/74	202,579	REGISTERED	0
0 - Model toy kits, paint by number sets, Christmas ornament kits and hobby craft kits							
CHILE	069010-0062	N/A	N/A	3/21/74	282,996	REGISTERED	28
28 -							
ECUADOR	069010-0063	N/A	N/A	8/21/76	2100	REGISTERED	28
28 -							
PARAGUAY	069010-0064	N/A	N/A	2/20/74	109,618	REGISTERED	28
28 -							
PERU	069010-0065	3/30/79	021,674/79	12/4/79	026,082	REGISTERED	28
28 -							
VENEZUELA	069010-0066	N/A	N/A	1/31/78	86,101	REGISTERED	22
22 -							
PARAGUAY	069010-0344	N/A	N/A	2/20/74	109,617	REGISTERED	16
16 -							
VENEZUELA	069010-0349	N/A	N/A	11/17/77	85.465-F	REGISTERED	50
50 -							

GOLDEN STATE ARROW

UNITED STATES	069010-0084	8/2/74	73,028,527	6/24/75	1,015,351	REGISTERED	28
28 - Toy train sets							

GREAT PLAINS EXPRESS

UNITED STATES	069010-0085	7/30/79	73/225,443	4/28/81	1,152,546	REGISTERED	28
28 - Toy train sets							

(LIONEL) GREAT RAILWAY ADVENTURES

UNITED STATES	069010-0086	4/23/98	75/472,936			PENDING	9,16,28
9 - Cassettes, tapes, CDs and other media featuring prerecorded audio and video							
16 - Books							
28 - Toy train sets incorporating figures and storybooks sold as units, toy trains, and toy train sets, and accessories therefore							
UNITED STATES	069010-0138	4/23/1998	75/473,307			PENDING	9,16,28
9 - Cassettes, tapes, CDs and other media featuring prerecorded audio and video							
16 - Books							
28 - Toy train sets incorporating figures and storybooks sold as units, toy trains, and toy train sets, and accessories therefore							

IVES

UNITED STATES	069010-0257	12/16/1999	75/872,442			REGISTERED	28
28 - Toy trains and parts and accessories thereof, including track clips							

JOSH AND JENNIE

UNITED STATES	069010-0087	6/5/1998	75/496,666	12/28/1999	2,303,691	REGISTERED	16,28
16 - Children's books							
28 - Toy train sets incorporating figures and storybooks sold as units, toy trains, and toy train sets							

L

UNITED STATES	069010-0338	2/21/1997	75/245,621			PENDING	28
28 - Toy trains and parts and accessories therefor							

L & DESIGN (LION)

CANADA	069010-0090	3/17/1997	839,590	5/14/1998	494,636	REGISTERED	0
0 - Toy trains and parts and accessories therefor							
<i>L & DESIGN (LION) continued . . .</i>							
UNITED STATES	069010-0088	2/9/1999	75,636,880	2/1/2000	2,314,559	REGISTERED	28
28 - Toy trains and parts and accessories therefor							
UNITED STATES	069010-0089	7/12/45	71/485,730	10/11/49	443,429	REGISTERED	21
21 - Molded plastic electrical housings or parts, namely, cases for electrical fence controllers, cases for telephone loading coils, and bases for telephone keys							

L & DESIGN (STYLIZED L IN A CIRCLE)

CANADA	069010-0093	3/17/1997	835,591	5/14/1998	494,635	REGISTERED	0
0 - Toy trains and parts and accessories therefor							
EUROPEAN UNION (CT	069010-0094	4/10/1997	000510958	5/28/1999	000510958	REGISTERED	28
28 - Games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees							
GERMANY	069010-0095	4/13/1997	39716337.1	7/16/1997	39716337	REGISTERED	28
28 -							
UNITED KINGDOM	069010-0096	4/10/1997	2,129,239	4/10/1997	2,129,239	REGISTERED	28
28 - Games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees; toy trains; parts and fittings for the aforesaid goods							

UNITED STATES 069010-0091 8/4/1961 72/125,393 8/21/1962 736,342 REGISTERED 28
28 - Kit toys

UNITED STATES 069010-0092 11/8/1961 72/131,589 1/1/1963 742,952 REGISTERED 28
28 - Toy railroad trains

LIONEL L AMERICAN LEGEND

UNITED STATES 069010-0097 8/7/97 75/337,171 PENDING 25
25 - Clothing, namely, t-shirts, jackets, sweatshirts, sweatpants, hats, bibs and rompers

L LIONEL & DESIGN

GERMANY 096010-0102 12/13/1989 L32993/28WZ 11/6/1990 1,167,283 REGISTERED 28
28 - Games, including electrical and electronic games; toys, especially electrical and mechanical toy train sets, cars, other toy vehicles and construction kits; dolls and toy figures and other toy-like miniaturized objects including doll's kitchens

HONG KONG 069010-0098 4/9/1988 1811/88 11/17/1992 4652/1992 REGISTERED 28
28 -

CANADA 096010-0101 1/31/66 294,750 9/8/67 152,924 REGISTERED 0
0 - (1) Toy trains; (2) phonographs and the parts thereof, tape recorders and parts thereof, phonograph records, recording and pre-recorded tape

UNITED KINGDOM 096010-0103 1/31/66 890,019 1/31/66 890,019 REGISTERED 28
28 -

L LIONEL AMERICAN LEGEND (Design)

UNITED STATES 08/07/97 75/337,171 PENDING 25
25 - Clothing, Namely, T-shirts, Jackets, Sweatshirts, Sweatpants, Hats, Bibs and Rompers

L LIONEL LARGE SCALE & DESIGN

UNITED STATES 069010-0144 5/31/1988 73/731,450 1/24/1989 1,521,981 REGISTERED 28
28 - Toys, namely trains and train accessories

L LIONEL SINCE 1900 & DESIGN

UNITED STATES 069010-0099 8/7/1997 75/337,172 6/6/2000 2,355,674 REGISTERED 25
25 - Clothing, namely, t-shirts, jackets, sweat shirts, sweat pants, cloth bibs, rompers and hats

L LIONEL TRAINS AMERICAN LEGEND (Design)

UNITED STATES 069010-0100 08/07/97 75/337,257 PENDING 25
25 - Clothing, Namely, T-shirts, Jackets, Sweatshirts, Sweatpants, Hats, Bibs and Rompers

LAYOUT MASTER

UNITED STATES 12/30/96 75/219,697 03/17/98 2,144,348 REGISTERED 9
9 - Electronic Controls for Operating Miniature Model Railroads

LIONEL

MEXICO 069010-0106 5/29/1989 63,394 12/11/1990 388,112 REGISTERED 22
22 - Electric toy trains, toy stove, converted for bells, toy pats pots mechanical trains including converted for trains are in general all kind of games, toys and sport articles
X -

NEW ZEALAND 069010-0107 5/19/1976 115,722 5/19/1976 115,722 REGISTERED 28
28 - Games, toys and other playthings, including toy railway sets, parts of such goods, including toy rails, toy locomotives, toy carriages, toy stations, toy signals, and other accessories of such toy railway sets in this class

PANAMA	069010-0108	12/9/1983	034,637	8/1/1984	034,637	REGISTERED	28
	28 - Games and playthings, gymnastic and sporting articles (except clothing), ornaments and decorations for Christmas trees						
SOUTH AFRICA	069010-0109	N/A	N/A	8/12/1937	1008/37	REGISTERED	28
	28 -						
SPAIN	069010-0110	11/23/1934	N/A	2/22/1935	101,139	REGISTERED	28
	28 - Toys, especially, trains, boats, ranges, figures, animals, and engineering building elements						
VENEZUELA	069010-0113	N/A	N/A	12/13/1943	14,516	REGISTERED	22
	22 -						
ARGENTINA	069010-0114	10/13/1983	1,407,694	9/30/1992	1,404,924	REGISTERED	28
	28 -						
AUSTRALIA	069010-0115	N/A	N/A	12/17/1934	A65131	REGISTERED	28
	28 - Electrically and mechanically operated toys including trains, boats, model figures, model animals and stove ranges; fittings for electric and mechanical trains and train outfits; and constructional toys						
BENELUX	069010-0116	5/13/1971	00527386	5/13/1971	0030874	REGISTERED	9,28
	9 -						
	28 -						
BENELUX	069010-0117	2/6/1990	741,060	2/6/1990	476,643	REGISTERED	28
	28 - Games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees						
CANADA	069010-0118	2/15/1990	651,158	1/24/1992	393,114	REGISTERED	0
	0 - (1) Model train sets, model vehicles and accessories therefor, transportation toys and toy vehicles; (2) electronically operated toy vehicles; (3) toy action figures and accessories therefor; (4) board games; (5) stuffed toy animals						
CANADA	069010-0119	7/12/1933	157,937	8/8/1933	57,246	REGISTERED	0
	0 - (1) Electrical trains, toy transformers, bell ringing transformers, toy boats, toy ranges, mechanical trains, toy sailboats, figures, animals, and electrical and mechanical accessories for toy trains and train outfits, elements for toy engineering structures; (2) toy automobile racing sets and accessories						
DOMINICAN REPUBLIC	069010-0120	N/A	N/A	5/15/1984	37,010	REGISTERED	
	-						
EUROPEAN UNION (CT	069010-0104	4/10/1997	000510933	6/23/1999	000510933	REGISTERED	28
	28 - Games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees						
FRANCE	069010-0121	6/20/1989	138,407	6/20/1989	1,626,024	REGISTERED	9,28
	9 -						
	28 -						
GERMANY	069010-0122	12/13/1989	32992-28WZ	11/6/1990	1,167,281	REGISTERED	28
	28 -						
<i>LIONEL CONTINUED . . .</i>							
HONG KONG	069010-0123	4/9/1988	1812/88	4/9/1988	2853/1989	REGISTERED	28
	28 - Games, playthings and parts and fittings therefor						
ITALY	069010-0124	11/6/1956	RM96COO4888	1/9/1998	759311	REGISTERED	28
	28 - Electrical toy trains; games and playthings; gymnastics and sporting articles (except clothing); ornaments and decorations for Christmas trees						
ITALY	069010-0125	2/1/1988	32991C/88	1/4/1990	520,007	REGISTERED	18
	18 -						

AUSTRALIA	069010-0126	2/21/1990	529,143	3/4/1992	529,143	REGISTERED	28
28 - Games and plaything; gymnastic and sporting articles not included in other classes; decorations for Christmas trees; toys including construction toys, electric toys, electronically operated toys, stuffed toys, activity toys, transportation toys, plus toys, riding toys, and toy vehicles; board games, electronic games in this class, action games, card games; toy aeroplanes, toy construction blocks, model train sets, model vehicles and accessories in this class therefor, electronically operated toy vehicles, stuffed toy animals, children's multiple activity toys, toy action figures and accessories in this class therefor; and accessories and equipment in this class for use in relation with all of the aforementioned goods							
UNITED STATES	069010-0129	11/29/1978	73/194,991	12/1/1981	1,180,563	REGISTERED	42
42 - Speciality toy retailing store services							
JAPAN	069010-0105	4/3/1985	60-034166	12/18/1987	2,007,134	REGISTERED	24,+
24 - Toys trains and related toy train accessories and all other goods in this class							
+ -							
UNITED KINGDOM	069010-0111	1/23/1990	1,412,292	1/23/1990	1,412,292	REGISTERED	28
28 - Toys; games; playthings; toy aeroplanes, vehicles construction blocks or action figures; electronically operated toy vehicles; stuffed toys; stuffed toy animals; transport toys; riding toys; board games; electronic games; card games; apparatus for playing games; model train sets; model vehicles; parts and fittings for all the aforesaid goods							
UNITED KINGDOM	069010-0112	1/1/1934	547,375	1/1/1934	547,375	REGISTERED	28
28 - Electrical and mechanical trains, boats, stove ranges, model figures, model animals, fittings for electric and mechanical trains, and train outfits, all being toys, and constructional toys							
MEXICO	069010-0284	7/14/1983	220140	1/24/1984	296403	REGISTERED	22
22 -							
UNITED STATES	069010-0312	10/29/2003	78/320,101			PENDING	16
16 - Packaging for model toy trains and model toy train accessories, namely, paper boxes, cardboard boxes and plastic bubble packs; printed matter, namely, magazines, manuals, books and catalogs, book bindings, photographs and stationery							

LIONEL (BICYCLES)

UNITED STATES	069010-0127	10/25/1989	73/833,753	7/10/1990	1,605,436	REGISTERED	12
12 - Bicycles							

LIONEL CONSTRUCTION SET

UNITED STATES	069010-0132	9/22/1998	75/557,605			REGISTERED	28
28 - Toy trains, toy train sets and parts and accessories therefor, including those in kit form							

LIONEL COUNTRY

UNITED STATES	069010-0133	8/7/1997	75/337,259			REGISTERED	28
28 - Toy vehicles							
CANADA	069010-0134	7/24/1997	851,848			REGISTERED	00
00 - Toy vehicles							

LIONEL & DESIGN

CANADA	069010-0101	1/31/1966	294,750	9/8/1967	152,924	REGISTERED	0
0 - (1) Toy trains; (2) phonographs and the parts thereof, tape recorders and parts thereof, phonograph records, recording and pre-recorded tape							

LIONEL ELECTRIC TOY TRAINS

BRAZIL	069010-0135	6/15/1949	117,831	6/15/1949	2,362,821	REGISTERED	10, 28
10 -							
28 -							

LIONEL EXPRESS

UNITED STATES	069010-0136	5/15/1997	75/292,501			PENDING	42
							42 - Retail store and kiosk services in the fields of toy trains and parts and accessories therefor, clothing and other merchandise
CANADA	069010-0137	5/8/1997	844,523			PENDING	00
							00 - Kiosk services in the field of toy trains and parts there accessories therefor, and clothing and other merchandise

LIONEL (KIT TOYS)

UNITED STATES	069010-0243	3/17/2003	78/226,487	3/23/2004	2,825,192	REGISTERED	28
							28 - Toy model hobby craft kits
UNITED STATES	069010-0128	8/4/1961	72/125,394	7/31/1962	735,256	REGISTERED	28
							28 - Kit Toys

LIONEL (TOYS)

UNITED STATES	069010-0130	1/12/1934	71/345,968	5/22/1934	313,353	REGISTERED	28
							28 - Toys-namely, trains, boats, figures, animals, and engineering building elements

LIONEL BIG, RUGGED TRAINS

UNITED STATES	069010-0161	4/16/1998	75/469,019	11/30/1999	2,295,314	REGISTERED	28
							28 - Toy and collectible miniature vehicles and parts and accessories therefor
CANADA	069010-0162	6/2/1998	880,173			PENDING	00
							00 - Toy and collectible miniature vehicles and parts and accessoires therefor

LIONEL CITY

UNITED STATES	069010-0131	9/13/1996	75/165,147	11/3/1998	2,201,889	REGISTERED	28
							28 - Toys, namely, toy trains, train accessories and electric toy train transformers
CANADA	069010-0347	3/17/1997	839,585			REGISTERED	00
							00 - Toy trains and parts and accessories thereof

LIONEL KIDDIES CITY

UNITED STATES	069010-0333	10/2/2003	78/308,814			PENDING	28
							28 - Toys including toy model train accessories
UNITED STATES	069010-0141	8/25/1980	73/275,424	4/5/1983	1,234,006	REGISTERED	42
							42 - Specialty toy retailing store services

LIONEL HEIGHTS

UNITED STATES	069010-0139	2/25/1998	75/440,166			PENDING	28
							28 - Toy vehicles
CANADA	069010-0140	7/24/1997	851,847			PENDING	00
							00 - Toy vehicles

LIONEL L CLASSICS & DESIGN (CATALOG)

UNITED STATES	069010-0142	3/8/1989	73/785,341	1/9/1990	1,576,556	REGISTERED	28
							28 - Toys, namely trains and train accessories

LIONEL L CLASSICS & DESIGN (LOGO)

UNITED STATES	069010-0143	8/13/1996	75/165,148			REGISTERED	
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LIONEL LEGENDARY TRAINS [AND DESIGNS]

UNITED STATES	069010-0145	8/7/1997	75/337,258	7/10/2001	2,468,080	REGISTERED	25
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25 - Clothing, namely, t-shirts, jackets, sweat shirts, sweat pants, cloth bibs, rompers and hats

LIONEL LEGENDS

UNITED STATES	069010-0147	09/13/96	75/165146	11/03/98	2,201,888	REGISTERED	28
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28 - Toy Trains and Accessories Therefor

UNITED STATES	069010-0146	2/14/1991	74/139,094			PENDING	28
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28 - Electric toy trains and toy train accessories

CANADA	069010-0346	3/17/1997	839,586			PENDING	00
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00 - Toy trains and parts and accessories thereof

LIONEL LINES

CANADA	069010-0149	3/17/1997	839,587	1/26/2000	522,234	REGISTERED	0
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0 - Toy trains and parts and accessories thereof

UNITED STATES	069010-0148	9/13/1996	75/165,078	12/1/1998	2,207,490	REGISTERED	28
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28 - Toy trains and accessories therefore

LIONEL ORANGE

UNITED STATES	069010-0152	5/5/2000	76/042,349			PENDING	
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LIONEL PLAY WORLD

UNITED STATES	069010-0332	10/2/2003	73/308,762			PENDING	28
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28 - Toys including toy model train layout accessories

UNITED STATES	069010-0153	7/21/1980	73/271,182	4/5/1983	1,234,005	REGISTERED	42
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42 - Specialty toy retailing store services

LIONEL PRESCHOOL & DESIGN

UNITED STATES	069010-0154	2/1/1994	74/485,323	1/23/1996	1,951,817	REGISTERED	28
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LIONEL METROPOLIS RAILROAD/ TRAIN SET

UNITED STATES	069010-0150	3/18/1999	75/657,584			PENDING	28
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28 - Toy trains and parts and accessories therefore

CANADA	069010-0151	3/18/1999	1,009,060			PENDING	28
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28 - Toy trains and parts and accessories therefor

LIONEL ROUTE 66

UNITED STATES	069010-0155	9/13/1996	75/165,0976	6/15/1999	2,253,979	REGISTERED	28
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28 - Toy train set accessories, namely, collectible buildings and roadway systems

LIONEL SAFARI ADVENTURE SET

UNITED STATES	069010-0156	3/10/1999	75/657,579			PENDING	28
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28 - Toy trains and parts and accessories therefore

CANADA	069010-0157	3/18/1999	1,009,059			PENDING	00
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00 - Toy trains and parts and accessories therefor

LIONEL SINCE 1900 (& DESIGN)

UNITED STATES	069010-0158	3/26/2002	76/387,180	1/28/2003	2,680,647	REGISTERED	28
28 - Toy trains and parts and accessories therefore							

LIONEL SINCE 1900 & DESIGN (LIONEL LOGO)

UNITED STATES	069010-0175	2/26/2001	76/216,535	10/29/2002	2,641,950	REGISTERED	16
16 - Packaging for model toy trains and model toy train accessories, namely, paper boxes, cardboard boxes and plastic bubble packs; printed matter, namely, magazines, train manuals, historical books and catalogs of model toy trains, book bindings, photographs and stationery							

LIONEL WARHORSE

UNITED STATES	069010-0159	9/13/1996	75/165,077	6/8/1999	2,251,680	REGISTERED	28
28 - Toy trains and accessories therefore							

LIONEL ZW

UNITED STATES	069010-0160	9/13/1996	75/165,079			PENDING	28
28 - Toys, namely, toy trains, accessories therefor and toy train transformers							

LIONELVILLE

UNITED STATES	069010-0163	8/8/1991	74/192,680	10/12/1993	1,797,950	REGISTERED	28
28 - Toys, namely, trains and train accessories, and Christmas tree ornaments							
CANADA	069010-0164	3/17/1997	839,588	5/14/1998	494,637	REGISTERED	0
0 - (1) Toy trains and parts and accessories therefor; (2) toys, namely trains and train accessories, and Christmas tree ornaments							
UNITED STATES	069010-0165	10/29/2002	76/462,705	9/2/2003	2/758,658	REGISTERED	28
28 - Toys, namely toy trains and toy train accessories; die cast vehicles; plastic toy trucks; tin toys, namely figures, vehicles and games; Christmas tree ornaments							

LIONELVILLE (& DESIGN)

UNITED STATES	069010-0321	12/23/2003	78/345,034			PENDING	28
28 - Model toy trains and accessories therefore							

LIONELVISION

UNITED STATES	069010-0166	4/16/1998	75/469,034			PENDING	
-							
CANADA	069010-0167	6/2/1998	880,170			PENDING	00
00 - Toy trains and parts and accessories therefor							

LIONMASTER

UNITED STATES	069010-0168	2/5/1999	75/637,671	10/2/2001	2,494,754	REGISTERED	28
28 - Toy trains and parts and accessories therefore							
CANADA	069010-0169	2/5/1999	1,004,258			PENDING	00
00 - Toy trains and parts and accessories therefor							

LITTLE LIONEL

UNITED STATES	069010-0170	2/4/1998	75/428,706	8/1/2000	2,373,439	REGISTERED	28
28 - Toy trains and parts and accessories therefor							
UNITED STATES	069010-0171	8/28/1998	75/544,028	6/13/2000	2,358,587	REGISTERED	28
28 - Toy trains and toy vehicles and replacement parts therefor							

LOCKON

UNITED STATES	069010-0172	3/26/2002	76/387,125	4/22/2003	2,708,957	REGISTERED	28
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28 - Toy train accessories, namely, electrical contacts for toy train tracks

MAGNE-TRACTION

UNITED STATES	069010-0173	6/24/1950	71/599,710	5/19/1953	574,511	REGISTERED	28
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28 - Toy electric trains

MAGNIVISION

UNITED STATES	069010-0174	6/29/2001	76/278,633	11/19/2002	2,651,493	REGISTERED	35
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35 - Retail store services, namely, providing information and enhanced viewing of toy trains and accessories on a global computer network

ODYSSEY

UNITED STATES	069010-0176	4/16/1998	75/469,033	8/28/2001	2,482,776	REGISTERED	28
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28 - Toy trains, toy train motors and parts and accessories

CANADA	069010-0177	6/2/1998	880,175			PENDING	02
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02 - Toy trains, toy train motors, and parts and accessories therefor

PERFORMANCE ARCHERY EQUIPMENT

UNITED STATES		02/21/89	73/781,830	10/31/89	1,563,513	REGISTERED	28
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28 - Archery Bows, Arrows, Quivers, Cable Guards, Arm Guards, Shooting Gloves, and Archery Bow Cases

POSI-LOCK

UNITED STATES	069010-0180	5/23/1988	73/730,281	4/25/1989	1,536,513	REGISTERED	28
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28 - Toys, namely a mechanism for joining toy train tracks sold as a component part of the track

POWERMASTER

UNITED STATES	069010-0183	6/24/1994	74/541,868			PENDING	28
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28 - Toys, namely toy trains, train accessories and electric toy train transformers

UNITED STATES	069010-0184	11/6/1987	73/694,616	6/28/1988	1,494,381	PENDING	28
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28 - Toys electric transformers

UNITED STATES	069010-0185	9/13/1996	75/165,149	12/1/1998	2,207,491	REGISTERED	28
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28 - Electric toy train transformers and regulators

POWERMASTERS

UNITED STATES	069010-0181	11/12/1987	73/695,339	6/21/1988	1,493,318	REGISTERED	28
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28 - Toys, namely toy figures, vehicles and accessories

PH-1 POWERHOUSE

UNITED STATES	069010-0178	6/6/1994	74/533,304	1/30/1996	1,953,725	REGISTERED	28
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28 - Toys, namely toy trains, train accessories and electric toy train transformers

PM-1 POWERMASTER

UNITED STATES	069010-0179	6/6/1994	74/533,313			PENDING	28
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28 - Toys, namely toy trains, train accessories and electric toy train transformers

POWER MASTERS & DESIGN

UNITED STATES	069010-0182	11/6/1987	73/695,371	6/28/1988	1,499,744	REGISTERED	28
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28 - Toys, namely toy figures, vehicles and accessories

POWERSTATION

UNITED STATES	069010-0186	12/7/1994	74/608,105			PENDING	28
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28 - Toys, namely toy trains, train accessories and electric toy train transformers

POWERSTATION-POWERHOUSE

UNITED STATES	069010-1087	8/3/1998	75/529,594	12/25/2001	2,521,500	REGISTERED	28
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28 - Toys, namely toy trains, train accessories and electric toy train transformers

PULLMOR

UNITED STATES	069010-0188	7/27/1979	73/225,194	4/28/1981	1,152,544	REGISTERED	28
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28 - Motors sold as a component part of toy train sets

UNITED STATES	069010-0245	4/1/2003	78/232,506	3/2/2004	2,819,957	REGISTERED	28
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28 - Motors sold as a component part of toy train sets

RAILROAD SPIKE

UNITED STATES	069010-0191	6/26/1991	74/179,944	1/5/1993	1,745,185	REGISTERED	16
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16 - Books, printed instructional material, pamphlets and brochures relating to toy trains and accessories

RAIL TALES

UNITED STATES	069010-0190	1/12/1998	75/416,675	6/13/2000	2,358,213	REGISTERED	16
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16 - Children's books featuring trains

RAIL TALES PLAY STAGES

UNITED STATES	069010-0200	1/8/1998	75/415,118			REGISTERED	16, 28
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16 -Books

28 -Toy train sets incorporating figures and storybooks sold as units; toy trains; and toy train sets

RAIL SCOPE

UNITED STATES	069010-0189	8/14/1989	73/818,959	3/27/1990	1,589,124	REGISTERED	28
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28 - Toys, namely trains and train accessories.

RAILSCOPE

HONG KONG	069010-0192	2/11/1989	1047/89	5/20/1991	1562/91	REGISTERED	28
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28 -

AUSTRALIA	069010-0193	12/30/1988	502,347	11/29/1990	502,347	REGISTERED	28
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28 -

CANADA	069010-0194	12/21/1988	622,099	3/23/1990	367,148	REGISTERED	
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FRANCE	069010-0195	2/21/1989	111,979	2/21/1989	1,664,104	REGISTERED	
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GERMANY	069010-0196	1/18/1989	L31883/28WZ	6/7/1990	1,159,787	REGISTERED	
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ITALY	069010-0197	2/15/1989	38245C/89	5/4/1992	568,295	REGISTERED	28
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28 -

UNITED KINGDOM	069010-0198	4/1/1989	1,368,748	2/8/1991	1,368,748	REGISTERED	28
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28 - Games, playthings, toy trains, tracks for toy trains, toy trucks, toy figures, toy cars, toy vehicles, parts and fittings for all the aforesaid goods

RAILSOUNDS

UNITED STATES	069010-0199	4/15/2002	76/395,868	4/29/2003	2,711,066	REGISTERED	28
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28 - Model train accessories, namely, model toy train sound systems consisting namely of electronic boards and memory cards

RAIL VISIONS

UNITED STATES	069010-0201	2/24/1997	75/246,195			REGISTERED	28
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28 - Toy trains and parts and accessories therefore

REVOLVER

UNITED STATES	069010-0202	10/21/1987	73/690,905	6/7/1988	1,491,304	REGISTERED	28
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28 - Toy tops

REVOLVERS & DESIGN

UNITED STATES	069010-0203	1/26/1990	74/022,292	12/18/1990	1,628,447	REGISTERED	28
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28 - Toy vehicles

CANADA	069010-0204	2/16/1990	651,099	1/18/1991	378,616	REGISTERED	1
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1 - Toy vehicles.

UNITED STATES	069010-0250	11/30/1989	74/075,677	1/15/1991	1,631,752	REGISTERED	28
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28 - Toy vehicles

REVOLVERS

UNITED STATES	069010-0205	11/30/1989	74/006,152	7/17/1990	1,606,531	REGISTERED	28
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28 - Toy tops

AUSTRALIA	069010-0206	2/21/1990	529,145	4/4/1992	529,145	REGISTERED	28
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28 - Toy tops

NEW ZEALAND	069010-0207	2/28/1990	200,172			PENDING	28
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28 -

UNITED KINGDOM	069010-0208	2/27/1990	1,416,265	10/4/1991	1,416,265	REGISTERED	28
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28 - Toys; toy vehicles; model vehicles; toy cars; toy trucks; toy car tracks; toy car games; parts and fittings for all the aforesaid goods; all included in Class 28; but not including toy guns

ROUTE 66

CANADA	069010-0209	3/17/1997	839,589	3/5/1999	508,894	REGISTERED	0
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0 - Toy trains and parts and accessories therefore.

SOFTTRACK

UNITED STATES	069010-0210	4/16/1998	75/469,032			PENDING	28
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28 - Toy trains, track and parts and accessories

CANADA	069010-0211	6/2/1998	880,174			PENDING	00
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00 - Toy trains and parts and accessories therefor

STANDARD O

UNITED STATES	069010-0351	4/12/2004	78/400,217			PENDING	28
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28 - Model toy trains

STANDARD OF THE WORLD

UNITED STATES	069010-0212	1/21/2000	75/899,926	7/30/2002	2,601,928	REGISTERED	28
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28 - Toy trains and parts and accessories therefor

SUPER "O"

UNITED STATES	069010-0214	2/6/2003	78/211,834			PUBLISHED	280
	28 - Model toy train track						
UNITED STATES	069010-0213	1/29/1997	75/233,110			PENDING	280
	28 - Toy train track systems, including track and controls						

THE BIG TRAIN FOR SMALL HANDS

UNITED STATES	069010-0215	7/30/1979	73/225,450	3/2/1982	1,191,238	REGISTERED	28
	28 - Toy train sets						

THE BLACK RIVER FREIGHT

UNITED STATES	069010-0216	7/30/1979	73/225,449	4/28/1981	1,152,547	REGISTERED	28
	28 - Toy train sets						

THE JAMES GANG

UNITED STATES	069010-0217	8/26/1980	73/275,712	11/17/1981	1,178,316	REGISTERED	28
	28 - Toy train sets						

THE LIONEL CORPORATION

UNITED STATES	069010-0218	10/4/1995	75/001,490	6/10/1997	2,070,640	REGISTERED	28
	28 - Toys, namely, toy trains and accessories therefor such as transformers and other components for operating, supporting, and decorating toy train sets						

THE MIGHTY SOUND OF STEAM

UNITED STATES	069010-0219	5/19/1971	72/392,515	11/17/1981	945,143	REGISTERED	28
	28 - Sound devices sold as a component part of train sets						

TIMBERLINE

UNITED STATES	069010-0220	7/30/1979	75/225,442	9/1/1981	1,167,476	REGISTERED	28
	28 - Toy train sets						

TMCC

UNITED STATES	069010-0221	5/6/2002	76/404,278	4/8/2003	2,704,293	REGISTERED	28
	28 - Toy train accessories, namely, control devices to operate model toy trains and remote control devices to operate model toy trains and accessories therefore, namely, toy figures, crossing signals, crossing gates, crossing flasher lights, tracks, and toy buildings and parts therefore						

TRAIN MASTER [W/]

UNITED STATES	069010-0320	3/24/2000	76/009,080	8/21/2001	2,479,545	REGISTERED	28
	28 - Toy model train sets						

TRAINMASTER

UNITED STATES	069010-0222	12/19/1938	71/414,002	71/414,002	368,274	REGISTERED	28
	28 -						
UNITED STATES	069010-0223	3/26/2002	76/387,740	8/24/2004	2,876,069	REGISTERED	28
	28 - Toy train accessories, namely, control devices to operate model toy trains and remote control devices to operate model toy trains and accessories and parts therefore						

TRAINS 'N TRUCKIN'

UNITED STATES	069010-0224	08/13/76	73/096,576	07/26/77	1,070,302	RENEWED	28
	28 - Toy Electric Train Sets and Related Toy Accessories for Playing with Said Train Sets						

TRAINSOUNDS

UNITED STATES	069010-0375	7/12/2004	78/449,400			PENDING	28
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28 - Model toy train accessories, namely, model toy train sound systems

TRANSPARENT CASE & DESIGN (NIAGARA DESIGN)

UNITED STATES	069010-0324	7/28/2003	78/279,661			PENDING	28
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28 - Toy model trains; display case for toy model trains

TRANSUNIVERSE

UNITED STATES	069010-0225	8/6/1982	73/378,596	5/31/1983	1,240,505	REGISTERED	28
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28 - Toy trains and accessories, sold as a unit

VILLAGE TROLLEY CO.

UNITED STATES	069010-0226	6/5/1998	75/496,667	6/13/2000	2,356,615	REGISTERED	28
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28 - Toy trains, namely, trolleys, and parts therefore

VILLAGE TROLLEY COMPANY

UNITED STATES	069010-0227	8/2/1995	74/710,045	9/8/1998	2,188,051	REGISTERED	28
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28 - Toy trains, namely, trolleys, and parts therefor

WORKIN' ON THE RAILROAD

UNITED STATES	069010-0228	7/30/1979	73/225,446	9/1/1981	1,167,477	REGISTERED	28
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28 - Toys, Namely, Toy Trolleys

YARDBOSS

UNITED STATES	069010-0229	3/21/2000	76/006,051			PENDING	28
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28 - Toy trains and parts and accessories thereof, including model toy train transformers

YARDMASTER

UNITED STATES	069010-0230	8/2/1974	73/028,528	7/15/1975	1,015,875	REGISTERED	28
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28 - Toy train sets

ZW

UNITED STATES	069010-0231	7/15/1999	75/751,551	9/12/2000	2,385,344	REGISTERED	28
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28 - Toy train accessories and parts therefor

ZWC CONTROLLER

UNITED STATES	069010-0232	6/6/1994	74/533,407				28
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28 - Toys, namely toy trains, train accessories and electric toy train transformers

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT (LIONEL)**

Agreements with Lionel as Licensor

1. License Agreement between The Encore Group and Lionel dated November 27, 2001.
2. License Agreement between Mark Feldstein and Association and Lionel dated November 5, 2003.
3. License Agreement between Giftco, Inc. and Lionel dated November 1, 2000.
4. License Agreement between Golden Bell Plastic Factory Ltd. and Lionel dated September 1, 2000 amended November 12, 2002.
5. License Agreement between Houston Harvest and Lionel dated May 8, 2003.
6. License Agreement between Impulse Wear Inc. and Lionel dated August 14, 2001.
7. License Agreement between J&A Hobbies and Lionel dated December 1, 2003.
8. License Agreement between Kalmbach Publishing Co. and Lionel dated October 29, 2002.
9. License Agreement between Kalmbach Publishing Co. and Lionel dated January 6, 2004.
10. License Agreement between Krause Publications and Lionel dated May 1, 2001.
11. License Agreement between M. Cornell Importers and Lionel dated March 4, 2003.
12. License Agreement between MBI Publishing and Lionel dated March 31, 2004.
13. License Agreement between Old Toys N Trains and Lionel dated August 26, 2003.
14. License Agreement between Period Toys Inc. and Lionel dated July 30, 2001 amended September 9, 2003.

15. License Agreement between Products 2 Retail and Lionel dated November 3, 2002.
16. License Agreement between Ready Made Toys and Lionel dated July 31, 2003.
17. License Agreement between TM Productions, Inc. (dba TM Books & Video) and Lionel dated October 5, 1999 renewed August 15, 2002.
18. License Agreement between Turner Publishing Company and Lionel dated September 25, 2002.
19. License Agreement between 2 Thumbs Entertainment and Lionel dated September 4, 2003.
20. License Agreement between York Wallcoverings, Inc. and Lionel dated June 2, 2004.
21. License Agreement between Allstar Marketing Group and Lionel dated December 22, 2003.
22. License Agreement between John Boswell Management and Lionel dated August 9, 2001.
23. License Agreement between Impulse Wear Inc. and Lionel dated December 1, 2003.
24. License Agreement between Cedco Publishing Company and Lionel dated December 1, 2003.
25. License Agreement between Corgi Classics Inc. and Lionel dated March 18, 2002 amended October 7, 2002 and January 27, 2004.
26. License Agreement between E. Mishan & Sons, Inc. and Lionel dated January 26, 2000.
27. License Agreement between Dan River Inc. and Lionel LLC dated November 13, 2003 (Attached notice from Licensee informs Licensor that Licensee has filed Chapter 11).
28. License Agreement between Schylling Associates, Inc. and Lionel dated September 26, 2002.
29. License Agreement between Accessory Time and Lionel dated July 22, 2003.
30. License Agreement between Kurt S, Adler, Inc. and Lionel dated August 11, 2001.

31. License Agreement between MDI Entertainment and Lionel dated May 30, 2001.
32. License Agreement between Hallmark Cards, Inc. and Lionel dated September 6, 2002.
33. Agreement between Lionel and Nancy Bailey & Associates (its Representative).

Agreements with Lionel as Licensee

1. Trademark License Agreement between General Mills, Inc. and Lionel dated April 13, 2002
2. Retail License Agreement between Gullane Entertainment d/b/a HIT Entertainment and Lionel dated January 1, 2004.
3. Trademark License Agreement between Morton International, Inc. and Lionel dated October 24, 2003.
4. License Agreement between Nestle USA – Beverage Division, Inc. and Lionel dated October 1, 2003.
5. License Agreement between Elvis Presley Enterprises, Inc. and Lionel dated July 29, 2002.
6. License Agreement between The Norman Rockwell Estate Licensing Company and Lionel dated February 28, 2003.
7. Sub-license Agreement between Educational Insights, Inc. and Lionel dated November 1, 2003.
8. Merchandising License Agreement between Twentieth Century Fox Licensing and Merchandising, a unit of Fox Entertainment Group, Inc. and Lionel dated July 1, 2003.
9. License Agreement between United States Steel Corporation and Lionel dated September 26, 2003.
10. Product License Agreement between Warner Brothers Consumer Products Inc. and Lionel dated February 11, 2004.
11. National License Agreement between Zamboni Merchandising Company, Inc and Lionel dated May 13, 2002.
12. Exclusive License Agreement between National Railroad Passenger (Amtrak) Corporation and Lionel dated April 13, 2002.
13. License Agreement by and between Carnegie Science Center and Lionel dated September 23, 2003.
14. License Agreement between Choo Choo Barn Inc. and Lionel dated August 25, 2003.
15. License Agreement between DaimlerChrysler Corporation and Lionel dated November 19, 2003.

16. Product License Agreement between Campbell Soup Company and Lionel dated July 1, 2002.

17. Disney Consumer Products, a division of Disney Enterprises, Inc. and Lionel dated January 1, 2004.

18. Trademark License Agreement between Ford Motor Company and Lionel dated March 14, 2003.

19. License Agreement between BFS Brands, LLC, Bridgestone Licensing Services, Inc. (collectively, "Licensor") and Lionel dated October 15, 2003.

20. GM Letter of Authorization from Equity Management Inc. (licensing representative for General Motors Corporation) and acknowledged by Lionel dated June 5, 2003.

21. Letter re: extension of the license agreement from Learning Curve International, Inc. dated January 17, 2002.

**EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that Lionel L.L.C., Debtor and Debtor-in-Possession (“Debtor”), having an office at 26750 Twenty-Three Mile Road, Chesterfield, Michigan, hereby appoints and constitutes, severally, Wachovia Bank, National Association (“Secured Party”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations”, as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: January __, 2005

LIONEL L.L.C.
Debtor and Debtor-in-Possession

By: _____

Title: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of January 2005, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of Lionel L.L.C., Debtor and Debtor-in-Possession, the company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the managers of said company.

Notary Public