

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Learning Curve Brands, Inc.		11/03/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of Montreal, as administrative agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1693779	AMERICAN MUSCLE
Registration Number:	1875381	AMT
Registration Number:	1080514	ERTL
Registration Number:	1099672	ERTL TOYS
Registration Number:	1979543	ERTL COLLECTIBLES
Registration Number:	1979542	ERTL COLLECTIBLES
Registration Number:	2694091	JOYRIDE
Registration Number:	2667255	JOYRIDE STUDIOS
Registration Number:	1843781	JOHNNY LIGHTNING
Registration Number:	2006960	POLAR LIGHTS
Registration Number:	2516593	THE FIRST YEARS
Registration Number:	1867938	THE FIRST YEARS
Registration Number:	1218822	THE FIRST YEARS
Registration Number:	1048212	THE FIRST YEARS

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Registration Number:	0980728	THE FIRST YEARS
Registration Number:	2629362	TAKE & TOSS
Registration Number:	3387592	BELLA B
Registration Number:	3022399	RC2
Registration Number:	3509608	CARING CORNERS
Registration Number:	0898208	MPC
Registration Number:	3177369	SMART SERVE
Registration Number:	2844730	JOHNNY LIGHTNING

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1592864
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	11/03/2008

Total Attachments: 6
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TRADEMARK COLLATERAL AGREEMENT

This 3rd day of November, 2008, LEARNING CURVE BRANDS, INC., a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 2021 9th Street SE, Dyersville, Iowa 52040, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch ("*BMO*") with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder defined for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as "*Agent*"), and grants to Agent a continuing security interest in, the following property:

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

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

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

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

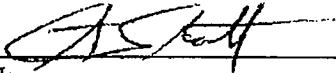
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a

Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LEARNING CURVE BRANDS, INC.

By 
Name: _____
Its: CEO

Accepted and agreed to at Chicago, Illinois, as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By _____
Name: _____
Its: _____

Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LEARNING CURVE BRANDS, INC.

By _____
Name: _____
Its: _____

Accepted and agreed to at Chicago, Illinois, as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By  _____
Name: Paul R. Feaser III
Its: Vice President

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS AND PENDING FEDERAL TRADEMARK
APPLICATIONS**

TRADEMARK	REGISTRATION/ APPLICATION NUMBER	STATUS	OWNER	COUNTRY
American Muscle	1,693,779	Registered 6/9/1992	Racing Champions Ertl, Inc.	United States
AMT	1,875,381	Registered 1/24/1995	RC2 Brands, Inc.	United States
ERTL (for model kits)	1,080,514	Registered 12/27/1977	Learning Curve Brands, Inc.	United States
ERTL (for toys)	1,099,672	Registered 6/18/74	RC Ertl, Inc.	United States
ERTL COLLECTIBLES	1,979,543	Registered 6/11/1996	Racing Champions Ertl, Inc.	United States
ERTL COLLECTIBLES and DESIGN	1,979,542	Registered 6/11/1996	Racing Champions Ertl, Inc.	United States
JOYRIDE	2,694,091	Registered 3/04/08	RC Ertl, Inc.	United States
JOYRIDE STUDIOS	2,667,255	Registered 12/24/2002	Racing Champions Ertl, Inc.	United States
JOHNNY LIGHTNING	1,843,781	Registered 7/5/94	Learning Curve Brands, Inc.	United States
POLAR LIGHTS	2,006,960	Registered 10/8/1996	Learning Curve Brands, Inc.	United States
THE FIRST YEARS	2,516,593	Registered 12/11/2001	Learning Curve Brands, Inc.	United States
THE FIRST YEARS	1,867,938	Registered 12/20/1994	Learning Curve Brands, Inc.	United States
THE FIRST YEARS	1,218,822	Registered 12/7/1982	Learning Curve Brands, Inc.	United States
THE FIRST YEARS	1,048,212	Registered 9/14/1976	Learning Curve Brands, Inc.	United States
THE FIRST YEARS	0980728	Registered 3/26/1974	Learning Curve Brands, Inc.	United States
TAKE & TOSS	2,629,362	Registered 10/1/2002	Learning Curve Brands, Inc.	United States

TRADEMARK	REGISTRATION/ APPLICATION NUMBER	STATUS	OWNER	COUNTRY
BELLA B	3,387,592	Registered 3/26/08	Mother's Intuition	United States
RC2	3,022,399	Registered 12/6/05	RC2 Brands, Inc.	United States
CARING CORNERS	3,509,608	Registered 9/30/08	Learning Curve Brands, Inc.	United States
MPC	898,208	Registered 9/8/00	Racing Champions Ertl, Inc.	United States
SMART SERVE	3,177,369	Registered 11/28/06	Learning Curve Brands, Inc.	United States
JOHNNY LIGHTNING	2,844,730	Registered 5/25/2004	Learning Curve Brands, Inc.	United States

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

NONE