

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE is entered into as of *[insert Closing Date]* by Warren J. Martin, Jr., as Assignee for the Benefit of Creditors of *[insert: Fleer Collectibles, LLC, a Delaware limited liability company OR Fleer/SkyBox International LP, a Pennsylvania limited partnership]* ("Seller"), in favor of FSB Acquisition Company, LLC, a Nevada limited liability company ("Buyer").

WHEREAS, Buyer and Seller have entered into an Asset Purchase Agreement dated June __, 2005 (the "Asset Purchase Agreement"), pursuant to which Seller has agreed to sell, transfer, convey, grant, assign and deliver to Buyer, and Buyer has agreed to purchase from Seller, all of the *[insert: Fleer/SkyBox Intellectual Property OR Fleer Collectibles Assets]* as defined in the Asset Purchase Agreement (collectively, the "Assets"); and

WHEREAS, Seller desires to transfer, convey, grant and assign to Buyer the Assets, and Buyer desires to accept the sale, transfer, conveyance, grant, assignment and delivery thereof; and

WHEREAS, capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, transfers, conveys, grants, assigns and delivers to Buyer all of Seller's right, title and interest in, to and under all of the Assets, as the same shall exist on the date hereof.

Buyer hereby accepts the sale, transfer, conveyance, assignment and delivery of the Assets.

At any time and from time to time after the date hereof, at Buyer's request and without further consideration, Seller will take all action necessary to execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such action as Buyer may be necessary or appropriate in order to more effectively transfer, convey and assign to Buyer, and to confirm Buyer's title to, the Assets, and, to the full extent permitted by law, to assist Buyer in exercising all rights with respect thereto.

This General Assignment and Bill of Sale shall be governed by and construed in accordance with the internal substantive laws and not the choice of law rules of the State of New Jersey, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this General Assignment and Bill of Sale to be effective in any respect, then the laws of such other jurisdiction shall govern this General Assignment and Bill of Sale to such extent.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has duly executed this General Assignment and Bill of Sale on the day and year first above written.

WARREN J. MARTIN, JR., as Buyer
for the Benefit of Creditors
of *[Fleer Collectibles, LLC]*
[Fleer/SkyBox International LP]