

10-23-1998

U.S. Department of Commerce
Patent and Trademark Office

Attorney Ref. No. 20174.33

To the Honorable Commissioner of Pa

100859367

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Steven Lebensfeld

10-14-98

Additional name(s) of conveying party(ies) attached? ___ Yes ☒ No

2. Name and Address of receiving party(ies)

Toymax Inc.
125 East Bethpage Road
Plainview, NY 11803RECEIVED
Publishing

OCT 14

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Additional name(s) & address(es) attached? ___ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: October 7, 1998

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

08/640,430

B. Patent No.(s)

Additional numbers attached? ___ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Frank J. DeRosa, Esq.
COWAN, LIEBOWITZ & LATMAN, P.C.
1133 Avenue of the Americas
New York, NY 10036-67996. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41)..... \$ 40.00☐ Enclosed in the form of a check
☐ Charge deficiency or credit any overpayment
to Deposit Account No. 03-3415.8. ☒ Charge to Deposit Account No. 03-3415

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Frank J. DeRosa
Name of Person Signing
SignatureOctober 9, 1998
DateTotal number of pages including cover sheet, attachments, and document: 310/20/1998 TTON11 00000131 033415 08640430
01 FC:581 40.00 CHPATENT
REEL: 9519 FRAME: 0631

ASSIGNMENT

WHEREAS, I, Steven Lebensfeld (together with my heirs, executors, administrators and legal representatives hereinafter referred to as "Assignor"), a citizen of the United States of America, residing in Laurel Hollow, New York, have invented one or more inventions (hereinafter referred to as "said invention(s)") disclosed in U.S. patent application Serial No. 08/290,240 filed on August 15, 1994 now abandoned, titled TOY FOR MOLDING MULTI-SIDED, FULLY CONTOURED, THREE-DIMENSIONAL TOY FIGURES, and in application Serial No. 08/640,430 filed April 30, 1996 as a continuation of application Serial No. 08/290,240 (hereinafter referred to as "said applications");

WHEREAS Toymax Inc. (together with its successors and assigns hereinafter referred to as "Assignee"), a New York Corporation, having a place of business at 125 East Bethpage Road, Plainview, New York 11803, is desirous of obtaining all right, title and interest in and to said invention(s) and said applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has sold, assigned and transferred, and by these presents sells, assigns and transfers to the Assignee all of Assignee's right, title and interest in and to: (a) said invention(s); (b) said applications, including the right to apply for any patent of any kind in the United States of America and in any and all foreign countries, based in whole or in part on said invention(s); (c) any patent of any kind which may issue on said invention(s); and (d) every priority right that is or may be predicated upon or arise from said invention(s), said applications and any other application or patent transferred by this Assignment, under any international or bi-lateral convention or treaty and otherwise; all to be held and enjoyed by the Assignee the same as they would have been held by Assignor had this assignment and sale not been made.

Assignor hereby authorizes the Assignee to file patent applications on any of said invention(s) transferred by this Assignment in Assignor's name, or in its name, or otherwise

as the Assignee may deem advisable, under any international or bi-lateral convention or treaty or otherwise.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other governments to issue or transfer all applications and patents transferred by this Assignment to Assignee as assignee of all right, title and interest therein or otherwise as the Assignee may direct, in accordance with this Assignment.

Upon the request of Assignee and for reasonable compensation if appropriate under the circumstances at the time, Assignor agrees to: (a) execute and deliver to Assignee any further documents or instruments and to do any and all further acts that may be deemed necessary by the Assignee to file applications for said invention(s) in any country where the Assignee may elect to file, and that may be necessary to vest in the Assignee the title herein conveyed or intended so to be, and to enable such title to be recorded wherever Assignee so files; b) communicate to the Assignee any facts relating to said invention(s), and the history thereof, known to Assignor; and (c) testify as to the same in any interference or other litigation.

IN TESTIMONY WHEREOF, Assignor has executed this document on the date indicated below.

Date: 10/7/98


(Signature) Steven Lebensfeld

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

On this 7th day of October 1998, before me came Steven Lebensfeld, to me known and known to me to be the individual described in, and who executed the foregoing Assignment, and he has acknowledged to me that he has executed the same.


Notary Public

FJD/AEB/20174/33/326727.1

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SANFORD B. FRANK
Notary Public, State of New York
No. 4998530, Qual. Suffolk Co.
Commission Expires June 29, 1999
2000

RECORDED: 10/14/1998

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