To the Assistant Commissioner of Patents: Please record the attached original document or copy thereof.

1. Name of party or parties conveying an interest:  Steven M. Menow Jeffery G. Rehkemper Lewis Ray Dyson	2. Name and address of party or parties receiving an interest: Name: OddzOn, Inc., a Delaware corporation Street Address: 1027 Newport Avenue City: Pawtucket State: Rhode Island Zip: 02862	
3. Description of the interest conveyed:		
X Assignment Merger Change of Name Security Agreement	Other:	
Execution Date(s): September 30, 1998, September 29, 1998 and October 6, 1998		
4. Application number(s) or patent number(s). Additional sheet attached?  YES NO_X	If the document is being filed together with a new application, the execution date of the application is:	
A. Patent application no.(s): 09/130,729 filed August 7, 1998	B. Patent no.(s):	
5. Name and address of party to whom correspondence concerning this cover sheet should be mailed: Name: Anthony G. Sitko Reg. No. 36,278 MARSHALL, O'TOOLE, GERSTEIN,	6. Number of applications and/or patents identified on this cover sheet:  1 7. Amount of fee enclosed or authorized to be charged: \$40.00	
MURRAY & BORUN Street Address: 6300 Sears Tower, 233 South Wacker Drive City: Chicago State: Illinois Zip: 60606-6402	8. Any additional required fee may be charged, or any overpayment credited to our deposit account: 13-2855	
9. To the best of my knowledge and belief, the information contained on this cover sheet is true and correct and any copy submitted is a true copy of the original document.  Date: 102198  Anthony G. Sitko  Reg. No. 36,278		
Reg. No. 36,278		

REEL: 009545 FRAME: 0501

Joint Inventors Atty. Docket No: 27087/34848

ASSIGNMENT

Serial No:

09/130,729

Filed:

August 7, 1998

Title:

**BUBBLE MAKING TOY** 

For ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assign to OddzOn, Inc., a Delaware corporation, 1027 Newport Avenue, Pawtucket, Rhode Island 02862, (hereinafter "assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, executed by the undersigned on September 30, 1998, and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the execution date of said application when officially known.

The undersigned warrant themselves to be the owners of the interest herein assigned and to have the right to make this assignment and further warrant that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said consideration the undersigned hereby agree, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agree upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

Joint Inventors

Atty. Docket No: 27087/34848

WITNESS our hands this day of	
State of Country of Solano ss.	Steven M. Menow 9-30-98 Steven M. Menow
,	Jeffery G. Rehkemper
	Lewis Ray Dyson
On this 17 day of Oldo 120 , 1998, before	me, a Notary Public in and for the County and State
aforesaid, appeared Steven M. Menow, to me personally known to	
the foregoing instrument, and acknowledged that they executed said	instrument as their free and voluntary act and for the
uses and purposes therein expressed.	
WITNESS my hand and seal the same day and year last all	bove given.
My Commission Expires: Valuation 10/1/03	Notary Public
	EVELYN K. W. DUKA Commission # 1196710 Notary Public — California Solano County My Comm. Expires Oct T, 2002

MARSHALL, O'TOOLE, GERSTEIN, MURRAY & BORUN, 6300 Sears Tower, 233 South Wacker Drive, Chicago, Illinois 60606-6402

## **ASSIGNMENT**

Atty. Docket No: 27087/34848

Serial No:

09/130,729

Filed:

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Title:

**BUBBLE MAKING TOY** 

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WITNESS our hands this 27th	day of September, Nineteen Hundred and Ninety-Eight.
State of IUNOIS County of COOK  State of IUNOIS Ss.	Steven M. Monov  Jeffery G. Renkemper
	Lewis Ray Dyson
on this 20th days a coloured	001 C 1000 b-f N. A. D. H

On this Wind day of September, 1998, before me, a Notary Public in and for the County and State aforesaid, appeared Jeffery G. Rehkemper, to me personally known to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: "OFFICIAL SEAL

## ASSIGNMENT

Atty. Docket No: 27087/34848

Serial No:

09/130,729

Filed:

August 7, 1998

Title:

**BUBBLE MAKING TOY** 

For ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assign to OddzOn, Inc., a Delaware corporation, 1027 Newport Avenue, Pawtucket, Rhode Island 02862, (hereinafter "assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, executed by the undersigned on October 6, 1998, and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the execution date of said application when officially known.

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For said consideration the undersigned hereby agree, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agree upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

**RECORDED: 10/26/1998** 

WITNESS our hands this day of	, Nineteen Hundred and Ninety-Eight.
State of Chrone State of Chron	Steven M. Menow
_	Jeffery G. Rehkemper Lewis Ray Dyson  Lewis Ray Dyson
On this 16 day of October, 1998, before	me, a Notary Public in and for the County and State
aforesaid, appeared Lewis Ray Dyson, to me personally known to be	the same persons whose names are subscribed to the
foregoing instrument, and acknowledged that they executed said instru	ument as their free and voluntary act and for the uses
and purposes therein expressed.	·
WITNESS my hand and seal the same day and year last ab	pove given.
My Commission Expires: 3.11-01	Notary Public  JEANNE M. COMER  Notary Public, State of Ohio  My Commission Expires March 11, 2001