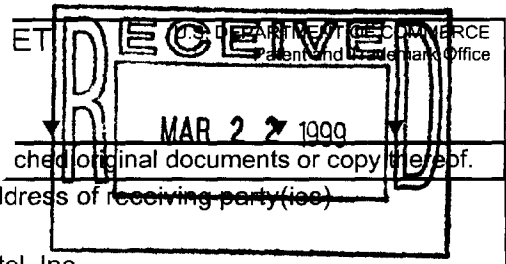


May 3-22-99

03-30-1999



FORM PTO-1595 1-31-92 REC



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To the Honorable Commissioner of Patent

1. Name of conveying party(ies)

Martin Arriola

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

2. Name and address of receiving party(ies)

Name: Mattel, Inc.

Internal Address: (Same as below)

Street Address: 333 Continental Blvd.

City: El Segundo State: CA Zip: 90245-5012

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: March 9, 1999

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)

Serial No. 09/244,939 filed February 4, 1999

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Roy Ekstrand

Internal Address: Mattel, Inc.

Law Dept., M1-1518

Street Address: 333 Continental Blvd.

City: El Segundo State: CA Zip: 90245-5012

6. Total number of applications & patents involved: 1

7. Total fee (37 CFR3.41).....\$ 40.00

Enclosed

Authorized to be charged to Deposit Account

8. Deposit Account Number: 13-2185

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

03/29/1999 JSHABAZZ 00000167 132185 09244939

01 FC:581 40.00 CH

DO NOT USE THIS SPACE

9. Statement of signature:

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Roy A. Ekstrand [Signature] 3/17/99

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

ASSIGNMENT

WHEREAS, I, the undersigned, Martin Arriola of El Segundo, California, have invented a new and useful TRANSFORMABLE INSECT-LIKE TOY FIGURE, which is the subject of an application for United States Letters Patent, Serial No. 09/244,939, filed February 4, 1999, and entitled TRANSFORMABLE INSECT-LIKE TOY FIGURE.


WHEREAS, I verily believe myself to be the original, first and sole inventor of the invention set forth in said application for Letters Patent and represent that I have not conveyed or hypothecated any right or interest therein, and

WHEREAS, Mattel, Inc., a corporation of the State of Delaware, having a principal place of business at 333 Continental Boulevard, El Segundo, California 90245-5012 is desirous of acquiring the entire and exclusive right, title and interest in and to said invention, and all patent applications which may be filed thereon, and any and all Letters Patent which may be granted or issued therefor in the United States and throughout the world including any and all divisions, continuations, reissues and extensions of any of the foregoing and all international priority rights associated therewith:

NOW, THEREFORE, in consideration of obligations voluntarily assumed by me and set forth in a contract entitled "Employee Patent and Confidence Agreement" entered into at El Segundo, California, and for the further consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, I do hereby sell, assign, transfer and set over unto Mattel, Inc., its successors and assigns, the entire and exclusive right, title and interest in and to said invention, patent applications and Letters Patent which may be granted or issued for said invention in the United States and throughout the world, including all divisions, continuations, reissues and extensions thereof, and all international priority rights associated therewith, all to be held and enjoyed as fully and completely as the same might have been held by me had this assignment not been made, and I hereby authorize and request the commissioner of Patents of the United States and the duly constituted authorities of foreign countries to issue all Letters Patent relating to the foregoing assigned right to Mattel, Inc., and its successors and assigns.

I will promptly, upon request, and without further compensation, but at no out-of-pocket cost or expense to me, do all lawful acts including communicating to Mattel, Inc., or its representatives, any facts known to me respecting this invention, the execution of all necessary documents, and the giving of testimony that in the opinion of Mattel, Inc., its successors and assigns, may be necessary or desirable for obtaining, sustaining or reissuing United States and foreign Letters Patent relating to the foregoing assigned rights, and for perfecting, affirming, recording and maintaining the title of Mattel, Inc., its successors and assigns thereto, and that I will generally cooperate to the fullest extent in all matters pertaining to said invention and patents, and Mattel, Inc.'s title thereto.

IN WITNESS WHEREOF, I have executed this instrument at El Segundo, this 9 day of March, 1999.

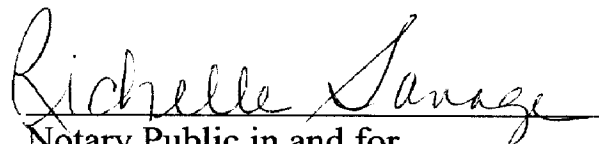

Martin Arriola

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On this 9 day of MARCH in the year 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Martin Arriola [~~—~~] ~~personally known to me, or~~ [X] proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.




Notary Public in and for
said County and State