

07-29-1999

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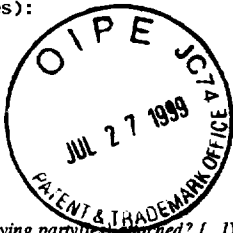
TRADEMARKS
or copy thereof

101105688

1. Name of conveying party(ies):

- 1. Shoshana OREN
- 2. Roni GOLOS
- 3. Zafrir WEISMAN

7.27.99



2. Name and Address of receiving party(ies):

Name: Tiny Love Ltd.
 Address: 17 Binyamin Mitudela St., Tel-Aviv
69548, Israel

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

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

3. Nature of conveyance:

- Assignment [] Change of Name [] Other _____
 Security Agreement [] Merger

Execution Date: (2&3) July 8, 1999 and (1) July 11, 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: _____ Date

A. Patent Application No.(s)

09/284,755

B. Patent No.(s)

Additional numbers attached? [] Yes [X] No

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

BRODY AND WEIMARK, P.L.L.C.
 419 Seventh Street, N.W.
 Suite 300
 Washington D.C. 20004

6. Number of applications and patents involved: (1)

7. Amount of fee enclosed or authorized to be charged: \$40.00

8. Check no. 22818 in the amount of \$40.00 is attached.

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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.

Norman J. Latker (Reg. No. 19,963)

Name of Person Signing

Signature

7/27/99

Date

NJL:com

Total number of pages including cover sheet [06]

ASSIGNMENT

WHEAREAS, We,

Shoshana Oren
35 Yehuda Ha'nasi St.
Herzlia , Israel

Roni Golos
6 Holtzberg St.
Kiryat-Ono, Israel

And

Zafrira Weisman
22 Ha-Hagana St.
Kiryat -Ono, Israel

have made certain new and useful inventions and discoveries, for which we have filed an application for Letters Patent entitled **TOY** the specification of which was filed as **U.S. Application Serial No. 09/284,755, filing date April 20,1999, National Phase of PCT.**

WHEREAS Tiny Love Ltd. having a place of business at **17 Binyamin Mitudela St., Tel-Aviv 69548, Israel**, and who, together with its successors and assigns, is hereinafter called "Assignee" is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited,

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign , transfer, and convey to Assignee the entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent, the same to be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made.

2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable under the International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries other than the agreement dated November 5, 1995, between Roni Golos, Zafira Weisman and Tiny Love Ltd; and that we have good right to assign the same to Assignee without encumbrance.

5. Upon Assignee's request, we and our heirs, legal representatives, and assigns will execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as many be requested by Assignee; communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof, and furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries. It is understood that our reasonable expenses in complying with Assignee's request will be reimbursed by Assignee.

6. This Assignment is being executed pursuant to the November 5 , 1995 agreement between Roni Golos, Zafira Weisman and Tiny Love , Ltd. This assignment does not negate, cancel or modify the November 5, 1995 agreement.

TOY - ASSIGNMENT

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
8 day of July, 1999.

WEISMAN ZAFRIRA
ZAFRIRA WEISMAN

WITNESSED BY


Name

TOVA KRIM

19, KEHILAT WARSHA ST.

TEL AVIV, ISRAEL


Address

TOY - ASSIGNMENT

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
8 day of July, 1999.

RONI GOLOS
RONI GOLOS

WITNESSED BY:


Name TOVA KRIM

19, KEHILAT WARSHA ST.

TEL AVIV, ISRAEL
Address

TOY - ASSIGNMENT

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
11 day of July, 1999.


SHOSHANA OREN

WITNESSED BY :

AGAMI SHARON
Name

33 Mishmar Hayarden St.

Tel Aviv, ISRAEL
Address