

OMB No. 0651-0011 (exp. 4/94)

07-30-1999

TEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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101105786

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

Scott A. Silverstein  
John Budd

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

## Assignment

☐ **Merger**

☐ **Security Agreement**

☐ **Change of Name**☐ Other

Execution Date: July 1, 1999

Name: The Topps Company, Inc.

**Internal Address:**

**Street Address:** One Whitehall Street

City: New York State: NY ZIP: 10004

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

**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: 7/1/99

**A. Patent Application No.(s)**

**B. Patent No.(s)**

Additional numbers attached? ☐ Yes ☐ No

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

Name: Barry G. Magidoff

**Internal Address:** Thelen Reid & Priest

**Street Address:** 40 West 57th Street

City: New York State: NY ZIP: 10019  
07/29/1999 SALEXAND 00000005 09357420

**6. Total number of applications and patents involved:**

7. Total fee (37 CFR 3.41).....\$ 40

☒ **Enclosed**☐ Authorized to be charged to deposit account

8. Deposit account number:

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

**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.

Barry G. Magidoff

Name of Person Signing

**Signature**

Date \_\_\_\_\_

**Total number of pages including cover sheet, attachments, and document:**

**Mail documents to be recorded with required cover sheet information to:**

### Commissioner of Patents & Trademarks, Box Assignments

Washington D C 20231

## PATENT

REEL: 010126 FRAME: 0728

**ASSIGNMENT**

WHEREAS, we, Scott A. Silverstein and John Budd, both citizen of the United States of America, residing respectively at 50 Shadowbrook Parkway, Chappaqua, New York 10514 and 35 Central Avenue - Apt. 7 – Montclair, New Jersey 07042, hereinafter "Assignors", have made certain inventions in a SANITARY NOVELTY CANDY PRODUCT described in a specification executed by us preparatory to making application for Letters Patent therefor on even date herewith; and

WHEREAS, The Topps Company, Inc., a Delaware corporation, whose address is One Whitehall Street, New York, New York, hereinbelow called "Assignee", is desirous of securing an undivided One Hundred Percent (100%) of the entire right, title and interest in and to the said inventions, applications and Letters Patent, when granted, and in and to any divisions, continuations, improvements, reissues or extensions that may be made or granted on any of them;

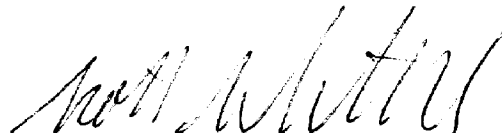
NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid by the said Assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said Assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over unto the said Assignee, its successors and assigns, an undivided One Hundred Percent (100%) of the entire right, title and interest throughout the world in and to the said inventions, applications and Letters Patent, when granted, and in and to any divisions, continuations, improvements, reissues or extensions that may be made or granted on any of them;

TO HAVE AND TO HOLD the same to the full end of the term or terms for which said Letters Patent may be granted, as fully and completely as the same might be held by us had this sale and assignment not been made.

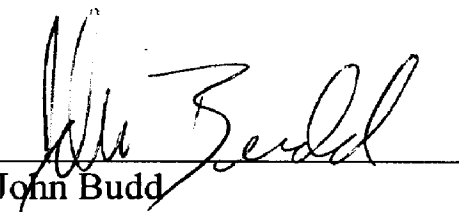
For the consideration aforesaid, we hereby covenant and agree to and with the said Assignee, its successors and assigns that whenever its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that formal application papers must be executed or an amendment to, or a division of, or any other proceeding or action in connection with said application or inventions, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of said Letters Patent is lawful and desirable, we will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the reissue or continuation or extension of same, and will do all acts necessary or required to secure to the said Assignee, its successors or assigns, the title to and full benefit of all rights hereby assigned, without charge to said Assignee or its successors or assigns, but at its or their expense.

AND the Commissioner of Patents and Trademarks is requested to issue the said Letters patent, when granted, in accordance with this sale and assignment.

For the consideration aforesaid, we have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors and assigns, or the nominees of any of them, an undivided One Hundred Percent (100%) of the entire right, title and interest in and to any and all Letters Patent for said inventions which may be granted in countries foreign to the United States, and in and to any applications for Letters Patent which may be filed for said inventions in countries foreign to the United States, and in and to the inventions described in said applications; and we hereby authorize and empower said Assignee and its successors, assigns or nominees, to apply for Letters Patent or other form of protection on said inventions in its own name or in the name of its successors, assigns or nominees, in any or all countries where it may desire to file such applications, and where said applications may be filed by another other than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, execute all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or other form of protection for said inventions in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, its successors, assigns or nominees, but at its or their expense.

  
\_\_\_\_\_  
Scott A. Silverstein

Date: 7/1/99

  
\_\_\_\_\_  
John Budd

Date: 7/1/99