	⁺ `cket No.: 2100746-900100
FORM PTO-1595 (Modified) RE(08 -	18-1999 U.S. DEPARTMENT OF COMMERCE
OMB No. 0651-0011 (exp.4/94) Copyright 1996-97 LegalStar P08A/REV02	Patent and Trademark Office
	119978 V Please record the attached original documents or copy thereof.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
Adam Tobin dba Tobin Toys	Name: Think Of It, Inc.
	Address: 1956 Palma Drive, Suite J
Additional names(s) of conveying party(ies)	
3. Nature of conveyance:	
🛛 Assignment 🔲 Merger	
Security Agreement Change of Name	City: Ventura State/Prov.: CA
□ Other	Country: <u>USA</u> ZIP: <u>93003</u>
Execution Date: July 30, 1999	Additional name(s) & address(es)
4. Application number(s) or registration numbers(s):	
If this document is being filed together with a new application	h, the execution date of the application is:
	· · · · · · · · · · · · · · · · · · ·
Patent Application No. Filing date	B. Patent No.(s)
09/238,314 January 28, 1999	
Additional numbers	Yes 🖾 No
Additional numbers	
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:
Name: Timothy W. Lohse	7. Total fee (37 CFR 3.41):\$ 40.00
Registration No. 35,255	Enclosed - Any excess or insufficiency should be
Address: 400 Hamilton Avenue	credited or debited to deposit account
	Authorized to be charged to deposit account
	8. Deposit account number:
City: Palo Alto State/Prov.: CA	07-1896
Country: <u>USA</u> ZIP: <u>94301-1825</u>	
DO NOT USE THIS SPACE	
9. Statement and signature.	
To the best of my knowledge and belief, the foregoing inform of the original document.	nation is true and correct and any attached copy is a true copy
Timothy W. Lohse	the W. Johne account 10, 1999
Name of Person Signing	Signature Date
Total number of pages including cover sheet, attachments, and	
REEL: 010166 FRAME: 0005	

PATENT ASSIGNMENT AGREEMENT

WHEREAS, the undersigned, Adam Tobin dba Tobin Toys, having a place of business at 79 Belvedere, Suite 17, San Rafael, CA 94901 ("Assignor"), is the owner of the entire right, title and interest or has a right under U.S. Patent Application No. 09/238,314 filed on January 28, 1999 and entitled "Room Environment String-Pull Construction Toy" ("Assigned Patent Property"); and

WHEREAS, Think Of It, Inc., a California corporation having a place of business at 1956 Palma Drive, Suite J, Ventura, CA 93003 ("Assignee"), is desirous of acquiring the Assigned Patent Property and any rights in the Assigned Patent Property.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by Assignor to have been received in full from Assignee:

1. Effective July 12, 1999, Assignor does hereby sell, assign, transfer and convey unto Assignee, all of its right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, 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 application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection 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;

2. Assignor hereby covenants and agrees to cooperate with Assignee to enable Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States. Such reasonable cooperation by Assignor shall include production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed reasonably necessary or desirable by Assignee and agreed to by Assignor which agreement shall not be unreasonably withheld, (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for filing and prosecuting substitute,

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divisional, continuing or additional applications covering the Assigned Patent Property; (c) for filing and prosecuting applications for reissuance of any of the Assigned Patent Property; (d) for interference or other priority proceedings involving the Assigned Patent Properties; and (e) for legal proceedings involving the Assigned Patent Property for infringement actions and court actions; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor and its assigns.

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument to Assignee effective the 12 th day of Juny, 1999. ASSIGNOR:

Today's Date: 7/30/97

By: ______ Name: Adam Tobin dba Tobin Toys

State of ______

County of In Francis

On <u>7/30/29</u> before me, <u>Buin Kanunin</u>, Notary Public, personally appeared <u>adam Tubin</u>, personally known to me (or 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 his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Oren Komenici

Notary Public

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