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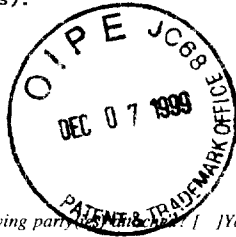


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PATENTS ONLY

TRADEMARKS
or copy thereof

1. Name of conveying party(ies):
Brian KESSLER



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

Name: Maui Toys, Inc.
Address: 12000 W. Pico Blvd. Suite 2
Los Angeles, CA 90064

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: September 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: _____ Date

A. Patent Application No.(s)

09/395,359

B. Patent No.(s)

Additional numbers attached? [] Yes [X] No

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

BROMDY AND NEIMARK, P.L.L.C.
624 Ninth Street, N.W.
Suite 300
Washington D.C. 20001

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

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

8. Check no. **24091** 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

Norman J. Latker 12/6/99
Signature Date

NJL:tnd

Total number of pages including cover sheet [02]

ASSIGNMENT

(1-5) *Insert Name(s) of Inventors*

- (1) Brian D. KESSLER
- (2) _____
- (3) _____
- (4) _____
- (5) _____

In consideration of the sum of ten dollars (\$10.00) and other good and valuable considerations paid to each of the undersigned, the receipt of which is hereby acknowledged, each of the undersigned agrees to assign, and hereby does assign, and set over to

(6) *Insert name of Assignee*

(6) MAUI TOYS, INC.

(7) *Insert address of Assignee*

(7) 12000 W. Pico Blvd. Suite 2
Los Angeles, CA 90064

(hereinafter designated as the Assignee) the entire right title and interest in the invention known as

(8) *Insert identification of Invention, such as Title & Case Number*

(8) WATER-FILLED HOOP CONSTRUCTION

for which the undersigned has executed an application for patent in the United States of America

(9) *Insert Date of Signing of Application*

(9) on _____

(10) *Alternative identification for filed applications*

(10) U.S. application Serial Number 09/345,359,
filed even date herewith.

The undersigned further agrees to assign, and hereby does assign, transfer and set over to Assignee all applications for patent and any original and reissued Letters Patents granted for said invention and all divisions and continuations of said applications, including the subject matter of any and all claims which may be obtained in every such patent; and the right, where such right can be legally exercised, in his name to apply for and obtain patents in countries foreign to the United States, including the full right to claim for any such application the benefits of the International Convention as fully and entirely as he or she could have done if the application had been filed in his or her name; and the entire interest in any Letters Patents which may be granted on any such applications in such foreign countries; and he or she does authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue the said Letters Patents to the said Assignee, its successors, assigns, nominees or other legal representatives, as Assignee and owner of the said entire interest; and he or she does covenant that he or she has full right to convey the said entire interest herein assigned and that he or she has not executed and will not execute any agreement in conflict herewith; and he or she agrees that he or she will communicate to said Assignee, its successors, assigns, nominees or other legal representatives, all facts known to him or her respecting said inventions, whenever requested, and testify in any legal proceeding, sign all lawful papers, execute and deliver all divisional, continuing, reissue and foreign applications, make all rightfu oaths and do all lawful acts requisite for the applications for such divisional, continuing, reissue or foreign applications, or the procuring thereof, and also to execute separate assignments in connection with any such applications as the Assignee may deem necessary or expedient or essential to the full protection and title in and to the invention hereby transferred; and that if and when said Assignee, its successors, assigns, nominees or other legal representatives desire to file a disclaimer relating thereto, he or she will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and he or she further covenants and agrees that he or she will at any time, upon request, do everything possible to aid said Assignee, its successors, assigns, nominees or other legal representatives either in his or her or Assignee's own name, to apply for, obtain and enforce proper patent protection for said inventions in all countries, according to the International Convention of 1883 and all the laws and treaties in force, all without further consideration but at the expense of said Assignee, its successors, assigns, nominees or other legal representatives.

The undersigned hereby grant(s) the firm of Browdy and Neimark the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This assignment shall be binding upon the heirs, executors, administrators, and/or assigns of the undersigned, and shall inure to the benefit of the heirs, executors, administrators, and/or assigns of the Assignee.

In witness whereof, executed by each of the undersigned on the date opposite the name of the undersigned.

- (1) Date _____ Signature of Inventor [Signature]
- (2) Date _____ Signature of Inventor _____
- (3) Date _____ Signature of Inventor _____
- (4) Date _____ Signature of Inventor _____
- (5) Date _____ Signature of Inventor _____

Before me personally appeared _____

(Names of Inventors signing this notary)

to me known to be assignor(s) described above, who subscribed the foregoing instrument in my presence this _____ day of _____, 19____.

(Seal)

(Notary Public)

PATENT

RECORDED: 12/07/1999

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