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PATENTS ONLY



Docket No. 530057-187

101249622

To the Hon. Commissioner of Patents & Trademarks: Please record the a

1. Name of conveying party(ies):

Jason Hulst

Additional name of conveying party attached? Yes No

2. Name and address of receiving party(ies)

Name: Disney Enterprises, Inc., a Delaware corporation

Street Address: 500 S. Buena Vista Street

City: Burbank State CA ZIP 91521

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

JCS42 U.S. PTO
29/116494
01/05/00

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other

Execution Date: December 13, 1999

4. Application number(s) or patent numbers:

If this document is being filed together with a new application, the execution date of the application is: January 5, 2000

A. Patent Application No.(s)

B. Patent No.(s)

29/116494

Additional numbers attached? Yes No

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

Name Christopher Darrow, Esq.
Oppenheimer Wolff & Donnelly LLP

Internal Address: Suite 3800

Street Address 2029 Century Park East

City: Los Angeles State CA ZIP 90067-3024

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayment to our deposit account number:

16-2230

DO NOT USE THIS SPACE

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.

Christopher Darrow
Name of Person Signing

Christopher Darrow
Signature

January 5, 2000
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

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ASSIGNMENT

This Assignment is made by JASON HULST of Pasadena, California, Assignor, to Disney Enterprises, Inc., a Delaware corporation, Assignee, having a place of business at 500 S. Buena Vista Street, Burbank, California 91521.

WHEREAS, Assignor has invented a new and ornamental AMUSEMENT CAR, for which an application for Design Patent has been executed by him on the date set forth below; and

WHEREAS, Assignor believes himself to be the original, first and sole inventor of the invention disclosed and claimed in said application for Design Patent; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to said application and the invention disclosed and claimed therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby relinquishes any and all rights in and to said invention, and hereby sells, assigns and transfers to Assignee, his entire right, title and interest in and to said invention, said application and any Design Patent that may be granted for said invention in the United States and throughout the world, including the right to file foreign applications directly in the name of Assignee and to claim for any such foreign applications any priority rights to which said applications are entitled under international conventions, treaties or otherwise.

Assignor represents that said invention was conceived and/or developed in the course of performance of his professional services contracted for by Assignee, and that for the consideration stated, paid and received for said contract for professional services, Assignee owns all right title and interest in and to said invention. Assignor acknowledges that execution of this Assignment is further evidence of Assignee's ownership in said invention.

Further, Assignor also agrees that, upon request and without further compensation, but at no expense to Assignor, he and his legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing the Design Patent in the United States and throughout the world for said invention, and for perfecting, recording or maintaining the title of

Assignee, its successors and assigns, to said invention, said application and any Design Patent granted for said invention in the United States and throughout the world.

Assignor represents and warrants that they have not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignor represents and warrants that this Assignment is made freely and without duress.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Design Patent granted said invention, whether on said application or on any subsequently filed division, continuation, continuation-in-part or reissue application, to Assignee, its successors and assigns, as the assignee of the entire interest in said invention.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date set forth below.

Dated: 12-13-99

ASSIGNOR



JASON HULST

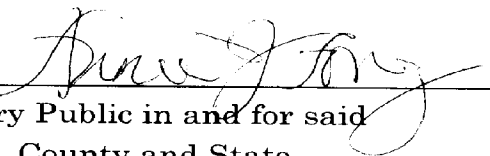
STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

On this 13th day of DECEMBER, in the year of 1999, before me personally appeared JASON HULST 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 executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year of this certificate first above written.

(SEAL)





Notary Public in and for said
County and State