

03-27-2000

U.S. Department of Commerce
Patent and Trademark Office

OMB No. 06541-0011 (exp. 4/94)

3-20-00 PA



101305306

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

1. Name of conveying party(ies):
Jack Yu

2. Name and address of receiving party(ies)

Name: Regency Merchandise, Inc.

Internal Address:

Street Address: 1729 E. Washington Blvd.

City: State: ZIP: Los Angeles, CA 90021

Additional names & addresses attached? [] Yes [X] No

Additional name(s) of conveying parties attached? [] yes [X] no

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: March 14, 2000

4. Application number(s) or patent number(s):

29120395

If this document is being filed together with a new application, the execution date of the application is: March 14, 2000

A. Patents Application No.(s)

B. Patent No.(s)

Additional numbers attached? [] Yes [X] No.

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

Name: Alan H. Levine
Howard F. Mandelbaum
Levine & Mandelbaum

Internal Address: Suite 7814
Empire State Building

Street Address: 350 Fifth Avenue

City: New York State: NY ZIP: 10118

6. Total number of applications and patents involved: [1]

7. Total Fee (37 C.F.R. 3.41).....\$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 06-0735

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

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.

Howard F. Mandelbaum
Name of Person Signing

Howard F. Mandelbaum
Signature

3/17/00
Date

03/23/2000 YGIZAW 00000043 29120395

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

02 FC:581

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

JC542 U.S. PTD
29/120395
03/20/00

ASSIGNMENT

WHEREAS, I, Jack Yu, a citizen of United States, residing at 1620 Acacia Street, Apt. 5, Alhambra, California 91801, hereinbelow referred to as Assignor have made a certain invention in Futuristic Toy Water Gun described in my application filed in the U.S. Patent and Trademark Office for Letters Patent therefor, and executed by me on the same date on which I have executed this Assignment;

and

WHEREAS, Regency Merchandise, Inc., a corporation organized and existing under the laws of the State of California and having offices and doing business at 1729 E. Washington Blvd., Los Angeles, CA 90021 and elsewhere, hereinbelow referred to as "Assignee" is desirous of securing the entire right, title and interest in and to the said invention, application, and Letters Patent, when granted and in and to any divisions, continuations, improvements, reissues, or extensions that may be made or granted thereon;

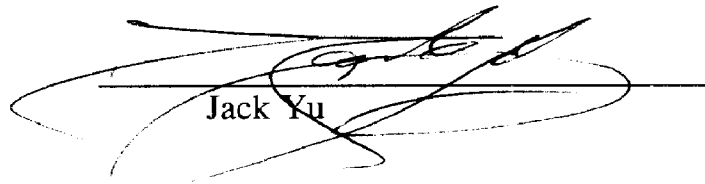
NOW, THEREFORE, BE IT KNOWN that for good and valuable consideration, the receipt of all of which is hereby acknowledged, I the said Assignor, have sold, assigned transferred and set over unto the said Assignee, its successors and assigns, the entire right, title and interest throughout the world in and to the said invention, application, 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 together with all claims for damages by reason of past infringement of said Letters Patent with the right to sue for and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives;

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 me had this assignment not been made.

For the consideration aforesaid, I 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 an amendment to, or a division of, or any other proceeding or action in connection with said application or invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of said Letters Patent is lawful and desirable, I will sign all papers and drawings, take all rightful oaths, make all rightful affidavits, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue or continuation or extension of the same, and will do all acts necessary or required to secure to the said Assignee, its successors and assigns, the title to and full benefit of all rights hereby assigned, 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 assignment.

For the consideration aforesaid, I 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 assignees, or the nominees of any of them, the entire right, title and interest in and to any and all Letters Patent which for said invention which may be granted in countries foreign to the United States, and in and to any application for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said applications; and I hereby authorize and empower said Assignee and its successors, assigns or nominees to apply for Letters Patent or other form of protection on the said invention in its own name or in the name of its successors, assigns or nominees, in any and all countries where it may desire to file such application, and where the application may be filed by another than the inventor; and take all rightful oaths and make all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or other forms of protection for said invention 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, without charge to said Assignee, its successors, assigns or nominees, but at its or their expense.

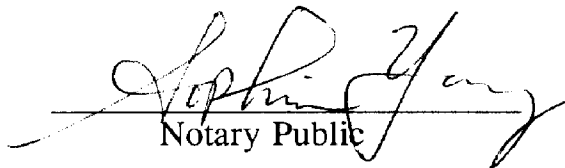

Jack Yu

STATE OF CALIFORNIA)

: SS.:

COUNTY OF LOS ANGELES)

On this 14 day of March, 2000, before me personally came Jack Yu, to me personally known and known to me to be the person described in and who executed the foregoing document and duly acknowledged that he executed the same of his own free will.


Notary Public

