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Form PTO 1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
Attorney Docket 50500-100

101348099

To the Honorable Commissioner

Attached original documents or copy thereof.

1. Name of conveying party(ies):
Marc H. SEGAN
Gary STRAUSS

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: April 18, 2000

2. Name and address of receiving party(ies):
 Name: M.H. Segan Limited Partnership

Internal Address:
 Street Address: 126 West Avenue
 City: Great Barrington
 State/Country: Massachusetts
 Zip: 01230

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

U.S. PTO
 09/551904
 04/19/00

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: April 18, 2000

A. Patent Application No.(s)
 SN.:

B. Patent No.(s) 09/551904

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Edward M. Weisz
 Internal Address: Cohen, Pontani, Lieberman & Pavane
 Street Address: 551 Fifth Avenue, 12th Floor
 City: New York State: New York Zip: 10176

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. Deposit account number: 03-2412
 (Attach duplicate copy of this page if paying by deposit account)

05/05/2000 JSHABAZZ 00000107 09551904

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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.

Edward M. Weisz
 Name of Person Signing
 Reg. No. 37,257

Signature

April 19, 2000
 Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
 Assistant Commissioner for Patents
 Washington, D.C. 20231

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, We the undersigned, **Marc H. SEGAN and Gary STRAUSS** (hereinafter referred to as "ASSIGNOR"):

Hereby sell, assign and transfer to **M.H. Segan Limited Partnership**, (hereinafter referred to as "ASSIGNEE"), a corporation of Massachusetts, having a place of business at 126 West Avenue, Great Barrington, Massachusetts 01230, respectively, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewith and is entitled

COMBINATION TIMEPIECE AND YO-YO

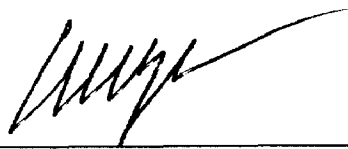
and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name, and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing,

substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers, communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 4.18.00
Month/Day/Year



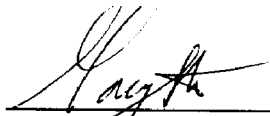
Marc H. SEGAN

State of _____)
)ss.
County of _____)

Before me this ____ day of _____, 20____, personally appeared **Marc H. SEGAN** to me personally known to be the person who is described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purpose therein set forth.

Notary Public

Date: 7.18.00
Month/Day/Year



Gary STRAUSS

State of _____)
)ss.
County of _____)

Before me this _____ day of _____, 20____, personally appeared Gary STRAUSS to me personally known to be the person who is described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purpose therein set forth.

Notary Public