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09-01-2000



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RECORDATION FORM

Bcx Assignment
Commissioner for Patents
Washington, DC 20231

Please record the attached original document.

1. Name of conveying party(ies):

Nicholas J. Macri, Jr.

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

Name: West Pole Toys, Inc.
Street Address: 520 Silver Grove Street
City, State, ZIP: Las Vegas, Nevada, 89144
Country: U.S.A.

3. Nature of Conveyance: Assignment
Execution Date: July 14, 2000

4. Application No. 29/113,228 filed November 1, 1999

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

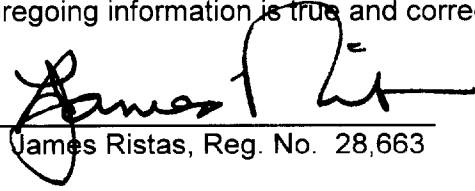
L. James Ristas
Alix, Yale & Ristas, LLP
750 Main Street
Hartford, CT 06103-2721

6. Total number of applications involved: 1

7. Total fee enclosed: \$40.00. If this amount is incorrect, please charge or credit the difference to Deposit Account No. 16-2563.

8. Total number of pages including cover sheet, attachments and documents: 3

To the best of my knowledge and belief, the foregoing information is true and correct.


L. James Ristas, Reg. No. 28,663

Date: July 25, 2000
Attorney's Docket No. MACN/101DES/US

08/31/2000 NTHA11 00000279 29113228

01 FC:581

40.00 DP

ASSIGNMENT

WHEREAS, I, Nicholas Macri, Jr., residing at 64 Bartlett Street, Meriden, CT 06451, have invented new and useful improvements in

Ball Toy

for which I have made application for Letters Patent of the United States, which application was filed on 11/01/99 under Serial No. 29/113,228; and

WHEREAS, West Pole Toys, Inc. a Nevada corporation, having a place of business at 520 Silver Grove Street, Las Vegas, NV 89134, is desirous of acquiring the entire right, title and interest in and to said improvements and any Letters Patent which may be granted thereon;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One (1) Dollar to me in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, I, the said Nicholas Macri, Jr., sell, assign and transfer to West Pole Toys, Inc., its successors and assigns (hereinafter called "Assignee"), the entire right, title and interest in and to said improvements and in and to any Letters Patent which may be obtained thereon in the United States and in all countries foreign thereto, together with said application and all divisional, continuing, substitute, renewal, reissue, and other applications for Letters Patent which have been or may be filed on said improvements in the United States or any other country; the same to be held and enjoyed by the Assignee for its and their sole use and behoof; and I do hereby further assign to the Assignee the right to file applications for patent in all countries on said improvements and all rights of priority resulting from any application for Letters Patent filed on said improvements.

I hereby authorize and request the Commissioner of Patents and Trademarks to issue all Letters Patent of the United States on said improvements to the Assignee.

I further covenant and agree that when requested by the Assignee, and without further consideration, but at the cost and expense of the Assignee, I will, for any and all countries, execute and deliver all applications for patent on said improvements, execute all lawful oaths and other papers, supply to the Assignee all facts and evidence known to us relating to said improvements and the history and development thereof, testify in all interferences, suits, and other legal proceedings, and generally do everything rightful which the Assignee shall consider desirable for aiding in securing, maintaining, and enforcing proper patent protection for said improvements and for vesting the title to said improvements in the Assignee.