



10-10-00

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To the Honorable Commissioner of Patents

101506060

ed original documents or copy thereof

1. Name of conveying party(ies)

Danny Pestonji

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

2. Name and address of receiving party(ies)

 Name: Mattel, Inc.

 Internal Address: (Same as below)

 Street Address: 333 Continental Blvd.

 City: El Segundo State: CA Zip: 90245-5012

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

3. Nature of conveyance:

 Assignment Merger

 Security Agreement Change of Name

 Other _____

 Execution Date: October 4, 2000

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: _____

 A. Patent Application No.(s)

Serial No. 09/633,028, Filed August 4, 2000

 Additional numbers attached? Yes No

B. Patent No.(s)

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

 Name: Roy Ekstrand

 Internal Address: Mattel, Inc.

Law Dept., M1-1518

 Street Address: 333 Continental Blvd.

 City: El Segundo State: CA Zip: 90245-5012

6. Total number of applications & patents involved: 1

 7. Total fee (37 CFR3.41).....\$ 40.00

 Enclosed
 Authorized to be charged to Deposit Account

 8. Deposit Account Number:
13-2185

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

~~SEARCHED INDEXED~~

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9. Statement of signature.
 To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Roy A. Ekstrand [Signature] 10/4/00
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

ASSIGNMENT

WHEREAS, I, the undersigned, Danny Pestonji, of Burbank, California, have invented a new and useful **Plush Animal Figure Having Moving Ears and Nose** which is the subject of an application for United States Letters Patent, Serial No. 09/633,028, filed August 4, 2000, and entitled **Plush Animal Figure Having Moving Ears and Nose**.

WHEREAS, I verily believe myself to be the original, first and sole inventor of the invention set forth in said application for Letters Patent and represent that I have not conveyed or hypothecated any right or interest therein, and

WHEREAS, Mattel, Inc., a corporation of the State of Delaware, having a principal place of business at 333 Continental Boulevard, El Segundo, California 90245-5012 is desirous of acquiring the entire and exclusive right, title and interest in and to said invention, and all patent applications which may be filed thereon, and any and all Letters Patent which may be granted or issued therefor in the United States and throughout the world including any and all divisions, continuations, reissues and extensions of any of the foregoing and all international priority rights associated therewith:

NOW, THEREFORE, in consideration of obligations voluntarily assumed by me and set forth in a contract entitled "Employee Patent and Confidence Agreement" entered into at El Segundo, California, and for the further consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, I do hereby sell, assign, transfer and set over unto Mattel, Inc., its successors and assigns, the entire and exclusive right, title and interest in and to said invention, patent applications and Letters Patent which may be granted or issued for said invention in the United States and throughout the world, including all divisions, continuations, reissues and extensions thereof, and all international priority rights associated therewith, all to be held and enjoyed as fully and completely as the same might have been held by me had this assignment not been made, and I hereby authorize and request the commissioner of Patents of the United States and the duly constituted authorities of foreign countries to issue all Letters Patent relating to the foregoing assigned right to Mattel, Inc., and its successors and assigns.

I will promptly, upon request, and without further compensation, but at no out-of-pocket cost or expense to me, do all lawful acts including communicating to Mattel, Inc., or its representatives, any facts known to me respecting this invention, the execution of all necessary documents, and the giving of testimony that in the opinion of Mattel, Inc., its successors and assigns, may be necessary or desirable for obtaining, sustaining or reissuing United States and foreign Letters Patent relating to the foregoing assigned rights, and for perfecting, affirming, recording and maintaining the title of Mattel, Inc., its successors and assigns thereto, and that I will generally cooperate to the fullest extent in all matters pertaining to said invention and patents, and Mattel, Inc.'s title thereto.

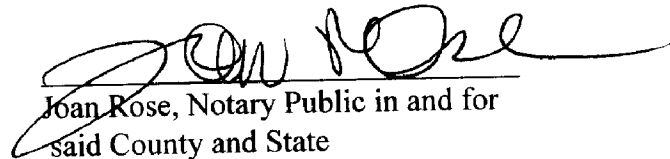
IN WITNESS WHEREOF, I have executed this instrument at El Segundo, this 4th day of October, 2000.


Danny Pestonji

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On this 4th day of October in the year 2000, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Danny Pestonji [] 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 the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.


Joan Rose, Notary Public in and for
said County and State

