

01-03-2001

FORM PTO-1595
(Rev. 6-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Handwritten: klls
12.21.00

RECORL

101569835
PATENTS ONLY

Attorney Docket No.: 044321-0255-01

To the Assistant Commissioner for Patents:
Please record the attached original documents or copy thereof.

ATTN: BOX ASSIGNMENT

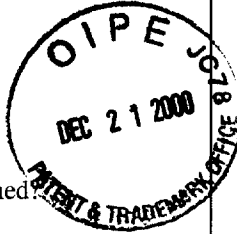
1. Name of conveying parties:

Carl M. STERN, Andrew M. WEIMAN,
Tim J. SNYDER and Brian S. KELLY

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

Name: Mattel, Inc.
Internal Address: 333 Continental Boulevard
Mail Stop #M1-0410
El Segundo, California 90245-5012

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



3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Street Address: 333 Continental Boulevard
Mail Stop #M1-0410

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

Execution Dates: Nov. 27, 2000, Nov. 29, 2000, & Dec. 13, 2000

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

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) 09/654,917 filed Sept. 5, 2000

B. Patent No.(s)

Additional numbers attached: Yes No

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

Name: Mr. John G. Smith
Internal Address: Customer No. 09629
Morgan, Lewis & Bockius LLP
Street Address: 1800 M Street, N.W.
City: Washington State: D.C. Zip: 20036

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 50-0310

8. Deposit account number: 50-0310
Attach duplicate of page if paying by deposit account

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.

James L. Reed, Reg. No. 43,877
Name of Person Signing

Handwritten Signature
Signature

December 20, 2000
Date

Total number of pages including cover sheet, attachments and documents: 15

12/29/2000 GTON11 00000310 09654917

01 FC:581

40.00 DP

ASSIGNMENT

WHEREAS, I/WE, Carl M. Stern being a citizen of the United States of America, residing at 322 Sked Street, Pennington, New Jersey 08534; Andrew M. Weiman being a citizen of the United States of America, residing at 100 North State Street, Apartment B, Newtown, Pennsylvania 18940; Tim J. Snyder being a citizen of the United States of America, residing at 52 Freedom Drive, West Seneca, New York 14224; and Brian S. Kelly being a citizen of the United States of America, residing at 6193 New Taylor Road, Orchard Park, New York 14127; respectively, have made new and useful improvements in **Child Activity Device**, for which an application for Letters Patent of the United States was filed on September 5, 2000, under Application Serial No. 09/654,917.

WHEREAS, **Mattel, Inc.**, a California corporation, having a place of business at 333 Continental Boulevard, Mail Stop # M1-0410, El Segundo, California 90245-5012, and who, together with its successors and assigns ("Assignee") is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited.

NOW, THEREFORE, for valuable consideration furnished by Assignee to ME/US, receipt and sufficiency of which I/WE hereby acknowledge, I/WE hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said application for Letters Patent of the United States, the inventions and discoveries described therein, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.

2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in MY/OUR name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that I/WE have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that I/WE have good right to assign the same to Assignee without encumbrance.

5. Bind MY/OUR heirs, legal representatives, and assigns, as well as MYSELF/OURSELVES, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to ME/US or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by ME/US, MY/OUR heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to ME/US relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in MY/OUR control or in the control of MY/OUR heirs, legal representatives, or assigns which may be useful for establishing the facts of MY/OUR conception, disclosures, and reduction to practice of said inventions and discoveries; and to testify as to the same in any interference or other litigation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 27 day of September, 2000.

Carl M. Stern
Carl M. Stern

STATE OF NEW JERSEY

SS:

COUNTY OF

Mercer

On this 27 day of NOV., 2000, before me personally appeared **Carl M. Stern**, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me to have executed the foregoing instrument, and who duly acknowledged to me to have executed the same for the purpose therein set forth.

(SEAL)

Sabato A. Thom
NOTARY PUBLIC

My Commission Expires:

9/24/2004

ASSIGNMENT

WHEREAS, I/WE, Carl M. Stern being a citizen of the United States of America, residing at 322 Sked Street, Pennington, New Jersey 08534; Andrew M. Weiman being a citizen of the United States of America, residing at 100 North State Street, Apartment B, Newtown, Pennsylvania 18940; Tim J. Snyder being a citizen of the United States of America, residing at 52 Freedom Drive, West Seneca, New York 14224; and Brian S. Kelly being a citizen of the United States of America, residing at 6193 New Taylor Road, Orchard Park, New York 14127; respectively, have made new and useful improvements in **Child Activity Device**, for which an application for Letters Patent of the United States was filed on September 5, 2000, under Application Serial No. 09/654,917.

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2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in MY/OUR name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that I/WE have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that I/WE have good right to assign the same to Assignee without encumbrance.

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IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2000.

Carl M. Stern

STATE OF NEW JERSEY

SS:

COUNTY OF

On this _____ day of _____, 2000, before me personally appeared **Carl M. Stern**, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me to have executed the foregoing instrument, and who duly acknowledged to me to have executed the same for the purpose therein set forth.


(SEAL)

NOTARY PUBLIC

My Commission Expires:

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 29 day of

November, 2000.



Andrew M. Weiman


STATE OF PENNSYLVANIA

SS:

COUNTY OF PHILADELPHIA

On this 29th day of November, 2000, before me personally appeared **Andrew M. Weiman**, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me to have executed the foregoing instrument, and who duly acknowledged to me to have executed the same for the purpose therein set forth.

(SEAL)



NOTARY PUBLIC
My Commission Expires:

NOTARIAL SEAL
ALEC L. JACKSON, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Jan. 9, 2001

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2000.

Timothy J. Snyder

STATE OF NEW YORK

SS:

COUNTY OF ERIE

On this _____ day of _____, 2000, before me personally appeared **Timothy J. Snyder**, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me to have executed the foregoing instrument, and who duly acknowledged to me to have executed the same for the purpose therein set forth.

(SEAL)

NOTARY PUBLIC

My Commission Expires:

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2000.

Brian S. Kelly

STATE OF NEW YORK

SS:

COUNTY OF ERIE

On this _____ day of _____, 2000, before me personally appeared **Brian S. Kelly**, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me to have executed the foregoing instrument, and who duly acknowledged to me to have executed the same for the purpose therein set forth.

(SEAL)

NOTARY PUBLIC

My Commission Expires:

ASSIGNMENT

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2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in MY/OUR name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise.

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IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2000.

Carl M. Stern

STATE OF NEW JERSEY

SS:

COUNTY OF

On this _____ day of _____, 2000, before me personally appeared **Carl M. Stern**, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me to have executed the foregoing instrument, and who duly acknowledged to me to have executed the same for the purpose therein set forth.

(SEAL)

NOTARY PUBLIC

My Commission Expires:

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2000.

Andrew M. Weiman

STATE OF PENNSYLVANIA

SS:

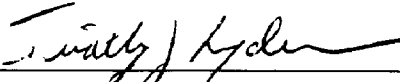
COUNTY OF PHILADELPHIA

On this _____ day of _____, 2000, before me personally appeared **Andrew M. Weiman**, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me to have executed the foregoing instrument, and who duly acknowledged to me to have executed the same for the purpose therein set forth.

(SEAL)

NOTARY PUBLIC
My Commission Expires:

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 13th day of December, 2000.



Timothy J. Snyder

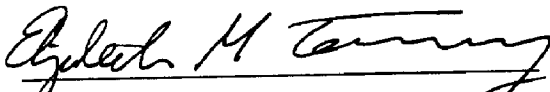
STATE OF NEW YORK


SS:

COUNTY OF ERIE

On this 13th day of December, 2000, before me personally appeared **Timothy J. Snyder**, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me to have executed the foregoing instrument, and who duly acknowledged to me to have executed the same for the purpose therein set forth.

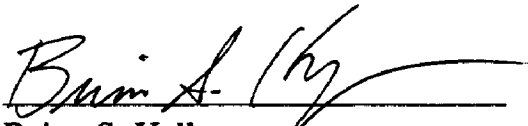
(SEAL)



NOTARY PUBLIC
My Commission Expires: 

ELIZABETH M. TOMMANEY
No. 02T05086229
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 10/06/02

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 13th day of December, 2000.



Brian S. Kelly

STATE OF NEW YORK

SS:

COUNTY OF ERIE

On this 13th day of December, 2000, before me personally appeared **Brian S. Kelly**, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me to have executed the foregoing instrument, and who duly acknowledged to me to have executed the same for the purpose therein set forth.

(SEAL)



NOTARY PUBLIC
My Commission Expires 10/06/02

ELIZABETH M. TOMMANEY
No. 02T05086229
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 10/06/02 02