FORM PTO-1595 (Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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Attorney Docket No.: 044321-0239

To the Assistant Commissioner for Patents: Please record the attached original documents or copy thereof.	ATTN: BOX ASSIGNMENT
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
Mattel, Inc.	Name: Fisher-Price, Inc.
Additional name(s) of conveying party(ies) attached?  _ Yes _ No	Internal Address:
3. Nature of conveyance:	Street Address: 636 Girard Avenue
X. AssignmentMerger Security AgreementChange of Name Other	City: East Aurora State: New York Zip: 14052
Execution Date:January 23, 2001	Additional name(s) & address(es) attached?  _ Yes _X 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)  B. Patent No.(s) Des. 431,940  Additional numbers attached:Yes X_No	
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1
Name: Mr. Robert J. Gaybrick Internal Address: Customer No. 09629 Morgan, Lewis & Bockius LLP	7. Total fee (37 C.F.R §3.41):\$40.00 X_ Enclosed Authorized to be charged to deposit account 50-0310
Street Address: 1800 M Street, N.W. City: Washington State: D.C. Zip: 20036	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 infooriginal document.	ormation is true and correct and any attached copy is a true copy of the
William G. Battista, Jr. (Reg. No. 37,525)  Name of Person Signing  Sign	nature Z/S/O/Date
Total number of pages including cover sheet, attachments and documents: 4	

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## **ASSIGNMENT**

This Assignment is by and between Mattel, Inc. (hereinafter "Mattel"), a Delaware corporation located at 333 Continental Avenue, El Segundo, California 90245, and Fisher-Price, Inc. (hereinafter "Fisher-Price"), a Delaware corporation located at 636 Girard Avenue, East Aurora, New York 14052.

WHEREAS Mattel is the sole owner of the Letters Patent Des. 431,940, issued October 17, 2000, and U.S. Patent Application Serial No. 29/126,711, a divisional application of U.S. Patent No. Des. 431,940, said application having a filing date of July 24, 2000, both of which are entitled CHILDREN'S PLAY SPACE, the inventions and discoveries described therein, any and all applications for Letters Patent on said inventions and discoveries in whatsoever countries, including 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; and

WHEREAS Fisher-Price is desirous of acquiring the entire right, title and interest in and to the same;

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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Mattel does hereby sell, assign, and transfer to Fisher-Price, its lawful successors and assigns, the entire right, title and interest in and to U.S. Patent No. Des. 431,940, issued October 17, 2000, and U.S. Patent Application Serial No. 29/126,711, filed on July 24, 2000, together with the inventions and discoveries described therein, any and all applications for Letters Patent on said inventions and discoveries in whatsoever countries, including any extensions, reissues. substitutes, divisions, renewals, continuations, and continuations-in-part of said applications or any Letters Patent issuing thereon, the same to be held and enjoyed by Fisher-Price for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said patents are granted or reissued, as fully and entirely as the same would have been held and enjoyed by Mattel, if this assignment had not been made; together with the right to apply for foreign patents or other forms of protection, and all claims for damages by reason of past infringement of any said patent, with the right to sue for, and collect the same for, its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives.

Mattel hereby authorizes the Commissioner of Patents and Trademarks of the United States to issue any and all patents on said inventions or resulting from said applications, or any divisions thereof, to Fisher-Price as assignee thereof.

Mattel hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed any agreements in contravention of this Assignment.

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IN WITNESS WHEREOF, Mattel has caused this instrument to be executed on the date hereafter indicated.

MATTEL, INC.

y: Galed M. Com

Title: Asistent Society

Date: <u>/ /23/0/</u>

State of New York

SS

County of Erie

On this <u>23</u><sup>Ad</sup> day of <u>finitary</u>, 2001, before me personally appeared <u>Elizabeth Journary</u>, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that he/she is the <u>dissipart lecretary</u> Mattel, Inc., the corporation described in, and which executed the foregoing instrument, and that he executed said instrument for the purpose expressed therein and as the duly authorized act of said corporation.

Notary Public

My Commission Expires: 9-11-01

9-11-01

Notary Puber M BROWN

Commission Expires Sept. 11

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RECORDED: 02/05/2001