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PATENT

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	e Patent Application Number or the Pa ent Application Number(s)	atent Number (DO NOT ENTER BOTH number Pater	s for the same property). nt Number(s)			
		5,699,620				
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PATENT

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ASSIGNMENT

WHEREAS, Pentech International Inc., having a place of business at 195 Carter Drive, Edison, New Jersey, 08817, ASSIGNOR, is the owner of all right, title and interests in APPARATUS FOR SHARPENING CRAYON MARKING INSTRUMENTS TO FORM AN IMPROVED ACURATE SAFETY MARKING TIP, for which an application for a Patent of the United States was filed on DECEMBER 11, 1996 and given Application Serial No. 08/766,536 and for which U.S. Patent 5,699,620 was granted on DECEMBER 23, 1997.

WHEREAS, JAKKS Pacific, Inc. (a Delaware Corporation) having a place of business at 22619 Pacific Coast Highway, Suite 250, Malibu, CA 90265, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said patent.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States Patent aforesaid; the same to be held and enjoyed by said ASSIGNEE for its own use and behoof, and for its legal representatives and assigns, to the full end of the term for which said Patent is granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made;

ASSIGNOR covenants and agrees that he has full right to convey the entire interest herein assigned, and has not executed, and will not execute, any agreement in conflict herewith; and

ASSIGNOR further covenants and agrees that he will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and/or enforce proper protection for said invention in all countries.

PENTECH INTERNATIONAL, INC.

Data

RECORDED: 05/01/2001

Joel M. Bennett, Chief Financial Officer

195 Carter Drive, Edison, New Jersey, 08817

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