



To the honorable Commissioner of Patents and Trademarks **101812684**

attached original documents or copy thereof.

1. Name of conveying party(ies): Albert P. Maggiore, Toshinobu Ishii, Kazutsugi Kanagawa and Hideyasu Karasawa

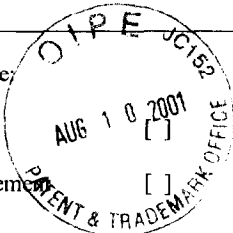
2. Name and address of receiving party(ies):

Mattel
333 Continental Boulevard
El Segundo, CA 90245

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

3. Nature of Conveyance:

- Assignment
 - Security Agreement
 - Other:
- Merger
 Change of Name



8-10-01

Additional name(s) attached? Yes No

Execution Dates: July 10, 2001, July 24, 2001

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) 09/771,919

B. Patent No.(s)

Additional numbers attached? Yes No

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

Cooley Godward LLP
One Freedom Square
Reston Town Center
11951 Freedom Drive
Reston, VA 20190-5601
Tel: (703) 456-8000
Fax: (703) 456-8100



Customer No. **022903**

6. Total number of application and patents involved:

7. Total Fee (37 C.F.R. §3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 50-1283
(Attach duplicate copy of this page if paying by deposit account)

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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.

Reg. No.: 42,820 Name of Person Signing: Thomas W. Lynch

Signature: Thomas W. Lynch Date: August 10, 2001

Total number of pages including cover sheet, attachments, and document: (7)

08/15/2001 DBYRME 00000234 09771919

01 FC:581 40.00 OP

Rev. 03/28/2001

Attorney Docket No: FSHR-008/00US

PATENT

**ASSIGNMENT
(Joint)**

Albert P. Maggiore, residing at 28 Chestnut Corner, Lancaster, NY 14086, Toshinobu Ishii residing at 1-31-3 Kizawa, Toda-Shi, Saitama-Ken, Japan 335-0013, Kazutsugi Kanagawa residing at 1-8-2-302 Nakacho, Toda-Shi, Saitam-Ken, Japan 335-0012 and Hideyasu Karasawa residing at 3-22-12 Kidamari Higashi Dai, Tsuchiura-Shi, Ibaraki-Ken, Japan 300-0027 (hereinafter each referred to as "Assignor") have made an invention(s) relating to certain new and useful improvements in:

EXPRESSION-VARYING DEVICE

set forth in an application for Letters Patent of the United States, which is a

- (1) provisional application
- (a) to be filed herewith; or
- (b) bearing Application No. , and filed on ; or
- (2) non-provisional application
- (a) having an oath or declaration executed on prior to filing of application; or
- (b) bearing Application No. 09/771,919, and filed on January 30, 2001; and

WHEREAS, Mattel, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 333 Continental Boulevard, El Segundo, CA 90245 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the Paris Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and

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Re. 03282001

Attorney Docket No. FSHR-008/00US

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entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is a lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, application number, the dates of execution of the oath or declaration, and attorney docket number of said application when known;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: _____

By: Albert P. Maggiore

State of:

Country of:

The preceding Assignment was acknowledged before me this _____ day of _____

_____ by _____

Notary Public

My Commission Expires:

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Rev. 02/28/2001

Attorney Docket No. FSHR-008/00US

Page 3

Date: JULY 24, 2001

By: Toshinobu Ishii
Toshinobu Ishii

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of

_____ by _____

Notary Public

My Commission Expires:

Date: JULY 24, 2001

By: Kazutsugi Kanagawa
Kazutsugi Kanagawa

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of

_____ by _____

Notary Public

My Commission Expires:

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Rev. 03/22/2001

Attorney Docket No. FSHR-008/00US

Page 4

Date: JULY 24, 2001

By: Hideyasu Karasawa
Hideyasu Karasawa

State of _____

County of _____

The preceding Assignment was acknowledged before me this _____ day of

_____ by _____

Notary Public

My Commission Expires: _____

97750 v1/RE
23F@011.DOC

Attorney Docket No: FSHR-008/00US

PATENT

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(Joint)**

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- (a) to be filed herewith; or
- (b) bearing Application No. , and filed on ; or
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NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the Paris Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and

entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is a lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, application number, the dates of execution of the oath or declaration, and attorney docket number of said application when known;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

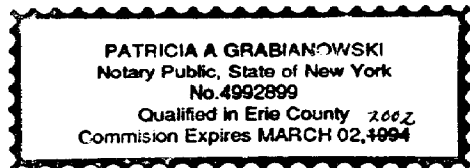
Date: 7/10/01
State of: New York
County of: Erie

By: *Albert P. Maggiore*
Albert P. Maggiore

The preceding Assignment was acknowledged before me this 10th day of July by 2001

Patricia A. Grabianowski
Notary Public

My Commission Expires:



Date: _____

By: _____
Toshinobu Ishii

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of
_____ by _____.

Notary Public

My Commission Expires:

Date: _____

By: _____
Kazutsugi Kanagawa

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of
_____ by _____.

Notary Public

My Commission Expires:

Date: _____

By: _____
Hideyasu Karasawa

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of
_____ by _____.

Notary Public

My Commission Expires: