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FORM PTO- Expires 06/30/99 OMB 0651-0027	1619A	∩a <u>-</u> ⊘	7-2001				S. Department of Commerce tent and Trademark Office PATENT
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).  Submission Type  Ada Conveyance Type							
[X] <sub>New</sub>	08/22/0)	1	eyance iy Assignment	be []	Securit	ty Agree	ment
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Name (line 1)	PYRCE, Philip R.						08/14/01
Name (line 2) Second Party Name (line 1)	DUBOIS, David						Execution Date Month Day Year 08/14/01
Name (line 2)			<b>_</b>	Mark if addit	ional name	e of recei	iving parties attached
Receiving Pa			0	IVIAIN II AUUII	ional name		If document to be recorded
	Mattel, Inc.						is an assignment and the receiving party is not domiciled in the United
Address (line 1)	333 Continental Boulevard domiciled in the United States, an appointment of a domestic representative is attached.						
Address (line 2)							(Designation must be a separate document from Assignment.)
Address (line 3)	El Segundo City	Californ	Nia State/Country		90245 Zip	Code	
Domestic Re	presentative Name and	Address	Enter fo	r the first Rece	iving Party	y only.	
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Address (line 2)							
Address (line 3) Address (line 4)		1					
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U.S. Department of Commerce Patent and Trademark Office PATENT

Correspondent Name and Address Area Code and Telephone Number (703) 456-8000						
Name Cooley Godward LLP						
Address (line 1) One Freedom Square						
Address (line 2) Reston Town Center						
Address (line 3) 11951 Freedom Drive						
Address (line 4) Reston, Virginia 20190-5601						
Pages Enter total number of pages of the attached conveyance document including any attachments. # 4						
Application Number(s) or Patent Number(s) [] Mark if additional numbers attached						
Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).						
Patent Application Number(s)  Patent Number(s)						
09/855,037						
If this document is being filed together with a <u>new</u> Patent Application, enter the date the patent application was signed by the first named executing inventor.  Month Day Year						
Patent Cooperation Treaty (PCT)						
Enter PCT application number PCT						
has not been assigned. PCT PCT PCT						
Number of Properties Enter the total number of properties involved. # 1						
Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00						
Method of Payment: Enclosed [X] Deposit Account [] Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)						
Deposit Account Number: # 50-1283						
Authorization to charge additional fees: Yes [X] No []						
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. Charges to deposit account are authorized, as indicated herein.						
Jeffrey A. Pade (Reg. No.: 42,970)   Signature   Date						

pul

JOINT ASSIGNMENT

Pyrce

Philip R. Pryce, residing at 1325 Dodge Road, Amherst, NY 14068 and David DuBois, residing at 2179 Center Street, East Aurora, NY 14052 (hereinafter each referred to as "Assignor") have made an invention relating to certain new and useful improvements in:

## **TOY LANTERN**

set forth in an application for Letters Patent of the United States, which is a non-provisional application bearing Application No. 09/855,037, and filed on May 15, 2001; and

WHEREAS, Mattel, Inc., 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 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

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RECORDED: 08/22/2001

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: 8-14-01	By: Philip R. Pyre			
	Philip R. Pyrce			
State of: New York				
County of: Cree				
The preceding Assignment was acknowledged	d before me this 14th day of August 200,			
by PATRICIA A GRABIANOWSKI				
PATRICIA A. GRABIANOWSKI Notary Public, State of New York No. 4992899	Notary Public Satenacesh			
My Con missions of the County				
***************************************				
Date: 8.19.01	By:			
	David DuBois			
State of: New York				
County of: Cree				
The preceding Assignment was acknowledged before me this 14th day of Queguet 2001				
by PATRICIA A GRABIANOWSKI No. 4992899				
Qualified in Erie County Commission Expires MARCH 02, <u>Z002</u>	Satires D. Shakenawsli			
M. Camarina Familian	Notary Public )			
My Commission Expires:				