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102132320

Attorney Docket
No.: 4110-163US

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 6-17-02 Sean Mullaney, Michael Hoeting, Neil Hamilton, Steven Fink, Tommie Lucas, Robert P. Spalinski, Matthew Del Duke	2. Name and address of receiving party(ies): Mattel, Inc. 333 Continental Boulevard El Segundo, CA 90245-5012
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3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: **Matthew Del Duke - 2/6/02**
**Sean Mullaney, Michael Hoeting, Neil Hamilton, Steven
Fink, Tommie Lucas - 2/7/02**
Robert P. Spalinski - 2/11/02

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): <u>10/068,973</u>	B. Patent No.(s):
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Additional numbers attached? Yes No

5. Name and address of party to whom correspondence document should be mailed: JOHN JAMIESON, JR., ESQUIRE AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P. One Commerce Square - 2005 Market Street - Suite 2200 Philadelphia, PA 19103 Telephone: (215) 965-1200 Direct Dial: (215) 965-@& Facsimile: (215) 965-1210 E-Mail: &@&@akingump.com	6. Total number of applications and patents involved: [1]
	7. Total fee (37 C.F.R. 3.41) Cal. <u>1</u> x \$40.00 = \$ 40.00 <input checked="" type="checkbox"/> Check enclosed <input type="checkbox"/> Authorized to be charged to deposit account
	8. Deposit account number: 50-1017 (Billing No.: 204110-0163)

DO NOT USE THIS SPACE

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.

John Jamieson Jr. June 11, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: **[11]**

OMB No. 0651-0011 (exp 4/94)

06/21/2002 DBYRNE 00000221 10068973
01 FC:581 40.00 DP

ASSIGNMENT

WHEREAS, we, Sean Mullaney, Michael Hoeting, Neil Hamilton, Steven Fink, Tommie Lucas, Robert Paul Spalinski and Matthew James Del Duke, respectively citizens of USA, with respective post office addresses of 548 Terrace Avenue, Cincinnati, OH 45206; 3758 Drakewood Drive, Cincinnati, OH 45209; 182 Beaver Court, Ft. Mitchell, NY 41017; 338 Tusculum Avenue, Cincinnati, OH 45206; 4835 Prospect Avenue, Cincinnati, OH 45206; 11 Fabrow Drive, Titusville, NJ 08560; and 131 Lafayette Road, Audubon, NJ 08106, hereinafter generally referred to as "ASSIGNORS," have invented a certain new and useful

REMOTE-CONTROLLED TRACTOR TRAILER TOY

for which we have executed a United States patent application, Application No. 10/068,973 filed February 7, 2002, and

ASSIGNORS authorize ASSIGNEE or ASSIGNEE's representative to insert the Application Number and Filing date of this application if they are unknown at the time of execution of this Assignment.

WHEREAS, Mattel, Inc., a Delaware corporation, having a place of business at 333 Continental Boulevard, El Segundo, CA 90245-5012, hereinafter generally referred to as "ASSIGNEE", is desirous of acquiring said invention and said patent application.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged, and intending to be legally bound hereby, we, the undersigned **ASSIGNORS**, hereby agree to sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey unto the above-named **ASSIGNEE**, the whole and entire right, title and interest

in and to said invention as described in the above provisional patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above provisional patent application and any and all related United States and foreign patent applications disclosing said invention, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said provisional patent application under any treaty relating thereto; and

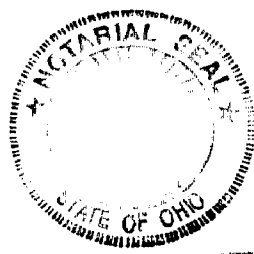
in and to all United States and foreign patents which may be granted on any and all of said provisional patent applications, including extensions, reissues and reexamination certificates thereof;

said invention, application(s) and patent(s) to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

2-7-02 (Date) Sean Mullaney (Seal)
SEAN MULLANEY

STATE OF Ohio :
COUNTY OF Hamilton : ss.

Before me, a notary public in and for the State and County aforesaid, on this 7 day of Feb, 2002, personally appeared **Sean Mullaney**, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.



Andrew S. Wilson Notary Public Andrew S. Wilson
Notary Public, State of Ohio
My Commission Expires: April 14, 2003

2-7-02

(Date)

Michael Hoeting

(Seal)

MICHAEL HOETING

STATE OF Ohio :

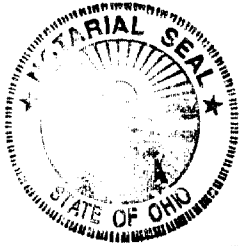
: ss.

COUNTY OF Hamilton :

Before me, a notary public in and for the State and County aforesaid, on this 7 day of Feb., 2002, personally appeared **Michael Hoeting**, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Andrew S. Wilson

Notary Public



Andrew S. Wilson
Notary Public, State of Ohio
My Commission Expires
April 14, 2003

My Commission Expires:

ASW

2/7/02

(Date)

[Handwritten Signature]

STEVEN FINK

(Seal)

STATE OF Ohio :

: ss.

COUNTY OF Hamilton :

Before me, a notary public in and for the State and County aforesaid, on this 7 day of Feb., 2002, personally appeared **Steven Fink**, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.



Andrew S. Wilson
Notary Public, State of Ohio
My Commission Expires
April 14, 2003

[Handwritten Signature]

Notary Public

My Commission Expires:

6 FEB 2002

(Date)

Matthew J Del Duke (Seal)
MATTHEW JAMES DEL DUKE

STATE OF New Jersey :
COUNTY OF Burlington : ss.

Before me, a notary public in and for the State and County aforesaid, on this th 6 day of February, 2002, personally appeared **Matthew James Del Duke**, who being to me personally known and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Ann M. Stulak
Notary Public

My Commission Expires:

ANN M. STULAK
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 19, 1999
2004
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