

10-28-2002

Form PTO-1595
(Rev. 03/01)U.S. DEPARTMENT OF COMMERCE
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OMB No. 0651-0027 (exp. 5/31/2002)

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102262058

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

1. Name of conveying party(ies):

EDWARD HENRY HARVEY

10/21/02

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other SALE & PURCHASE AGREEMENT

Execution Date: 19 DECEMBER, 2001

2. Name and address of receiving party(ies)

Name: POLYDRON INTERNATIONAL, LIMITEDInternal Address: G SITE, RAF STATIONKEMBLE

Street Address: _____

City: CIRENCESTER ~~STATE~~ UK Zip: GL7 6FDAdditional name(s) & address(es) attached? ☐ Yes ☒ 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) 5,322,486

5,501,015

5,501,626

Additional numbers attached? ☐ Yes ☒ No

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

Name: EDWARD A. SOKOLSKI

Internal Address: _____

Street Address: 3868 CARSON STREET, SUITE 105City: TORRANCE State: CA Zip: 905036. Total number of applications and patents involved: 37. Total fee (37 CFR 3.41).....\$ 90.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

19-3129 (ANY DEFICIENCIES ONLY)

(Attach duplicate copy of this page if paying by deposit account)

10/25/2002 DBYRNE 00000220 193129 5322486

DO NOT USE THIS SPACE

01 FC:80219. Stated and signed 10:00 AM 10:00 PM

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.

EDWARD A. SOKOLSKI

Name of Person Signing

Signature

Date

10/17/02

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

PATENT

REEL: 013403 FRAME: 0739

5,322,486

DESIGNATION OF DOMESTIC REPRESENTATIVE

Identify the Patent

Registration No.

EPICYCLE CHANGE-SPEED MECHANISM AND MODEL CLOCK
HAND-HELD INSTRUMENT FOR CUTTING PAPER
POLYGONAL ELEMENT FOR FORMING POLYHEDRAL STRUCTURES

5,322,486
5,501,015
5,501,626

Name of Assignee

Date of Signature

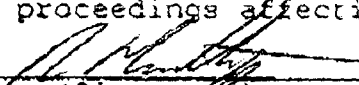
POLYDRON INTERNATIONAL, LIMITED
C SITE, RAF STATION, KEMBLE
CIRENCESTER
UNITED KINGDOM, GL7 6FD

(Name of domestic representative) EDWARD A. SOKOLSKI

whose postal address is

3868 CARSON STREET, SUITE 105, TORRANCE, CALIFORNIA 90503

is hereby designated applicant's representative upon whom
notice or process in proceedings affecting the mark may be served.


(Signature)Title: DIRECTOR

SALE & PURCHASE AGREEMENT

This agreement is made as at and with effect from the 1st day of October 2001, by and between:

1. Edward Henry HARVEY, (hereafter the "Vendor") a British citizen of 3 Church End Cottages, Bletchington, Oxfordshire OX5 3DL, of the first part;

and

2. Polydron International Limited, (hereafter the "Purchaser") a limited liability company organised and existing under the laws of England and Wales of Kemble, Cirencester, Gloucestershire GL7 6FD, of the second part.

WHEREAS the Vendor is the owner of certain intellectual property rights as listed in The Schedule hereto (hereafter collectively the "Intellectual Property Rights"), and as used or useable by the Purchaser in the Purchaser's Business as defined in paragraph 5 of The Schedule and whereas the Vendor is desirous of selling and the Purchaser is desirous of purchasing all of the Vendor's property, right, title and interest in and to the Intellectual Property Rights on the terms as hereafter appearing.

NOW THIS AGREEMENT WITNESSETH and it is hereby AGREED and DECLARED that in consideration of the sum of £130,000 (one hundred and thirty thousand pounds) now paid by the Purchaser to the Vendor, being twenty thousand pounds (£20,000) as to the patents and one hundred and ten thousand pounds (£110,000) as to the remaining rights listed in The Schedule, the Vendor hereby assigns unto and to the use of the Purchaser all property, right, title and interest in and to the Intellectual Property Rights, including the right to seek and obtain damages for infringement of such rights, or any of them, occurring before the date of this agreement TO HOLD the same unto and to the use of the Purchaser absolutely.

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JAW

PATENT

REEL: 013403 FRAME: 0741

The Vendor hereby agrees to execute all such other documents and things necessary to secure legal title in favour of the Purchaser in connection with the Intellectual Property Rights, or any of them, at the expense of the Purchaser, and on reasonable notice being given. The Vendor further undertakes to provide the Purchaser with details of any Intellectual Property Rights specified in the Schedule hereto but not specifically identified, within a period of 28 days from the Vendor receiving payment of the consideration referred to above, it being understood that the Purchaser has made no specific enquiry as to the ownership of any Intellectual Property Rights on the part of the Vendor other than those specified in the Schedule.

This agreement is made under English law and in the event of any dispute arising the parties hereto hereby agree to submit to the non-exclusive courts of England and Wales.

THE SCHEDULE

1. The "Polydron" Agreement dated 4th December 1985, the "Protractor" Agreement dated 31st August 1991, the "Epicyclic Mechanism and Clock" Agreement dated 12th March 1992, the "Magnetic Compass" Agreement dated 5th September 1993, the "Frameworks" Agreement dated 19th May 1995 and the "Gyro-Cut" Agreement dated 2nd August 1995, all as shown in Appendix A hereto (it being understood and agreed that any reversionary rights in favour of the Vendor or the Vendor's estate, contained in any of these agreements, are terminated as at and with effect from the first day of October 2001).
2. All patents and patentable subject matter currently owned or known by the Vendor including, without limitation, GB2264241B, US5322486, GB2294207, US5501626, GB2289642, US5501015, Japanese Patent Application No. 132832/95 dated 2nd May 1995, and the invention relating to a cantilever spring as disclosed by the Vendor in a letter to Richard Halstead dated 1st May 2001.
3. The trade mark/trade name Polydron and the trade mark GYRO-CUT registered in the UK under number 2016487 and in the USA under number 1999818.

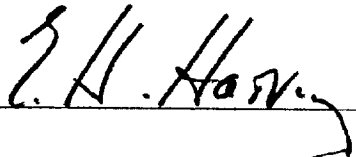

YD

4. All copyright, design right, technical know-how and similar rights used or usable by the Purchaser in the Purchaser's Business including UK Registered Design number 2020769 and 2042721 and rights in the designs and design drawings of the Polydron "magnetic compass" and the Polydron "protractor" as shown in Appendix B hereto.
5. Any other intellectual property rights used or usable by the Purchaser's Business and owned, whether directly or beneficially, by the Vendor as at 1st October 2001. In this Agreement the term "Purchaser's Business" means the manufacture and sale of educational toys and instructional materials including, without limitation, Polydron 'Frameworks', Polydron Sphera, Octoplay, Cleversticks, Zoketts, Time Teachers, Gyro-Cut and ee Blocks.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto in the manner as hereafter appearing.

Signed by Edward Henry HARVEY

This 19th day of December 2001.

Witnessed by

Name (print)

Address

S C B T A Y L O R
 52 NEW INN HALL STREET
 OXFORD

Signed by

For and on behalf of Polydron International Limited

This 18th day of December 2001.

