

10-17-2003

Attorney Docket
No. 9968-34U1



10-15-03

RECORDED 102576458
PATENTS ONLY

Please record the attached original documents or copy thereof.

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| <p>1. Name of conveying party(ies):</p> <p>Miriam KELLEY, Scott H. MCILVAIN Matthew K. BROWN</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies)</p> <p>Mattel, Inc. 333 Continental Boulevard El Segundo, CA 90245-5012</p> |
| <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment (copy) <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other <input type="checkbox"/> Correction of previously recorded document Reel Frame No.</p> <p>Execution Date: Kelly and McIlvain on July 7, 2003 Brown on July 30, 2003</p> | <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |

2003 OCT 15 AM 8:15
OPR/FINANCE

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:

| | |
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| <p>A. Patent Application No.(s) 10/448,583</p> | <p>B. Patent No.(s)</p> |
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Additional numbers attached? Yes No

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| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>John Jamieson, Jr. AKIN GUMP STRAUSS HAUER & FELD LLP One Commerce Square 2005 Market Street, Suite 2200 Philadelphia, PA 19103 Direct Dial: 215-965-1310 E-mail: jjamieson@akingump.com</p> | <p>6. Total number of applications/patents involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$40</p> <p><input checked="" type="checkbox"/> Check enclosed <input checked="" type="checkbox"/> Authorization to charge deficient fees or credit any overpayment to Deposit Account.</p> <p>8. Deposit Account Number: 50-1017</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p> |
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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.

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| <p>John Jamieson, Jr. Name of Person Signing Reg. No. 29,546</p> | Signature | <p>13 Oct 2003 Date</p> |
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Total number of pages including cover sheet, attachments, and documents: 5

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ASSIGNMENT

WHEREAS, we, **Miriam Kelley, Scott H. McIlvain and Matthew K. Brown**, all citizens of the United States of America, with respective post office addresses of 169 Dorchester Road, Buffalo, New York 14213; 13259 Geer Road, Holland, New York 14080; and 42-90 47th Avenue 3B, Sunnyside, New York 11104, hereinafter generally referred to as "ASSIGNORS," have invented a certain new and useful

ELECTRONIC LEARNING DEVICE FOR AN INTERACTIVE MULTI-SENSORY READING SYSTEM

for which we have executed a United States patent application, Application No. 10/448,583, filed May 30, 2003.

WHEREAS, Mattel, Inc., a Delaware corporation having a place of business at 333 Continental Boulevard, El Segundo, California 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 patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above 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 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 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

7/30/03
(Date)

[Handwritten Signature]
Matthew K. Brown

STATE OF New York
COUNTY OF Erie

:
: ss.
:

Before me, a notary public in and for the State and County aforesaid, on this 30th day of July, 2003, personally appeared **Matthew K. Brown**, 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.

[Handwritten Signature]
Notary Public

My Commission Expires:

