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Form PTO-1595 (Rev. 10/02)

RECC

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)



Tab settings

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

1. Name of conveying party(ies): Hsu Sheng-Hung

2. Name and address of receiving party(ies) Name: Gemmy Industries, Inc.

Internal Address:

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Street Address: 2111 W. Walnut Hill Lane

City: Irving State: TX Zip: 75038

Execution Date: January 31, 2004

Additional 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) 6,604,981

Additional numbers attached? Yes No

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

Name: Monty L. Ross

Internal Address: Locke Liddell & Sapp LLP

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed Authorized to be charged to deposit account

02/26/2004 DBYRME 00000031 6604981

01 FC 8021 40.00 DP

Street Address: 2200 Ross Ave., Ste. 2200

8. Deposit account number:

12-1781

(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.

Monty L. Ross

Name of Person Signing

Signature

Signature

2-20-04

Date

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

Filed together with a new patent application to: Mail Stop Patent Application Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Not filed with new patent application to: Mail Stop Assignment Recordation Services Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450

PATENT REEL: 015000 FRAME: 0729

THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: U.S. 6,604,981
Inventor: Hsu Sheng-Hung
Serial No.: 09/781,518
Filing Date: April 12, 2001
For: ANIMATED TOY ANIMAL

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sirs:

NUNC PRO TUNC ASSIGNMENT

WHEREAS, I, HSU-SHENG-HUNG, a citizen of Taiwan and a resident of Jen Wu Hsiang, Kaohsiung Hsieh, Taiwan, have invented certain new and useful improvements in an "ANIMATED TOY ANIMAL" for which I have made application for United States Letters Patent, the said application having been filed on April 12, 2001 and assigned serial number 09/781,518, and having issued as U.S. 6,604,981 on August 12, 2003;

WHEREAS, on March 12, 2003, I previously assigned in writing all my full and exclusive right, title and interest in and to the subject patent application, to all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof to GEMMY INDUSTRIES, INC., a corporation of the State of Texas, having offices at 2111 W. Walnut Hill Lane, Irving, Texas 75038 (hereinafter referred to as "ASSIGNEE");

NUNC PRO TUNC ASSIGNMENT
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WHEREAS, in the document I previously executed on March 12, 2003, I assigned to said ASSIGNEE, its successors, assigns and legal representatives the full and exclusive rights, title and interest to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and I further agreed to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives;

WHEREAS, in the document I previously executed on March 12, 2003, I agreed that I will communicate to said ASSIGNEE, or to its successors, assigns and legal representatives, any facts known to me respecting any improvements; and, at the expense of said ASSIGNEE, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in said ASSIGNEE and to aid said ASSIGNEE, its successors, assigns and legal representatives to obtain and enforce proper protection for said invention in all countries;

WHEREAS, a photocopy of the original Assignment I previously executed on March 12, 2003, was submitted for recordation to the Assignment Records Division of the United States Patent and Trademark Office but was found on November 6, 2003, to be non-recordable as "not legible for recording purposes;"

WHEREAS, the original Assignment I previously executed on March 12, 2003, cannot now be located; and

WHEREAS, I have learned since the March 12, 2003, execution date of the original Assignment that the full and correct corporate name of ASSIGNEE is GEMMY INDUSTRIES CORPORATION and not GEMMY INDUSTRIES, INC., as previously believed and stated, and that ASSIGNEE has now relocated its principal offices from Irving, Texas to Coppell, Texas;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I do hereby sell, assign and transfer to GEMMY INDUSTRIES CORPORATION ("GEMMY"), a Texas corporation having its principal offices at 117 Wrangler, Coppell, Texas, its successors, assigns and legal representatives, effective as of March 12, 2003, the full and exclusive right, title and interest in and to said invention and in and to said application and all patents which may be granted therefor, and provisionals and any application converted from a provisional, and all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof; and I hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as my interest is concerned, to GEMMY of my entire right, title and interest.

I also hereby sell and assign to GEMMY, its successors, assigns and legal representatives, effective as of March 12, 2003, the full and exclusive rights, title and interest to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and I further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in GEMMY, its successors, assigns and legal representatives.

I hereby further agree that I will communicate to GEMMY, or to its successors, assigns and legal representatives, any facts known to me respecting any improvements;

and, at the expense of said GEMMY, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in GEMMY and to aid GEMMY, its successors, assigns and legal representatives to obtain and enforce proper protection for said invention in all countries.

EXECUTED this 31 day of January, 2004, to become effective as of March 12, 2003, and to supersede the Assignment I originally executed on March 12, 2003.

Hsu Sheng-Hung

HSU SHENG-HUNG

NUNC PRO TUNC ASSIGNMENT
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RECORDED: 02/24/2004

PATENT
REEL: 015000 FRAME: 0733