

Atty. Docket No. FSHR-028/02US

Form <b>PTO-1595</b> (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)	<b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b>	U.S. DEPARTMENT OF <b>COMMERCE</b> U.S. Patent and Trademark Office
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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): <b>Mattel, Inc.</b>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  3. Nature of conveyance: <input checked="" type="checkbox"/> <b>Assignment</b> <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other ( )  Execution Date: <b>September 19, 2003</b>	2. Name and address of receiving party(ies)  Name: <b>Fisher-Price, Inc.</b>  Internal Address:  Street Address: <b>636 Girard Avenue</b>  City: <b>East Aurora</b> State: <b>NY</b> Zip: <b>14052</b>  Additional name(s) & address(es) attached? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>
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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>10/774,407</b>	B. Patent No.(s)
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <b>Cooley Godward LLP</b> Internal Address: <b>Patent Group</b> Street Address: One Freedom Square, Reston Town Center, 11951 Freedom Drive City: <b>Reston</b> State: <b>VA</b> Zip: <b>20190-5656</b>	6. Total number of applications and patents involved: [1]  7. Total fee (37 CFR 3.41)..... \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> <b>Authorized to be charged to deposit account</b>  8. Deposit account number: <b>50-1283</b>  <small>The Commissioner is hereby authorized to charge any appropriate fees under 37 CFR 3.41 that may be required by this paper, and to credit any overpayment, to Deposit Account No. 50-1283. This paper is submitted in duplicate.</small>
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**DO NOT USE THIS SPACE**

9. Statement and signature.  <i>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.</i>	
<u>Erik B. Milch, Reg. No. 42.887</u> Name of Person Signing	 Signature
<u>November 23, 2004</u> Date	
Total number of pages including cover sheet, attachments, and documents: [4]	

**Mail documents to be recorded with required cover sheet information to:**  
 Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office  
 P.O. Box 1450, Alexandria, VA 22313-1450

I hereby certify that this correspondence is being transmitted by facsimile addressed to **Assignment Recordation Services**, Facsimile Number **703-306-5995**, at United States Patent and Trademark Office, Alexandria, VA 22313-1450 at 703-306-5995 on November 23, 2004.

By: *Lisa Dyer*

CH \$40.00 501283 10774407

## ASSIGNMENT

This Agreement is by and between Mattel, Inc. (hereinafter "Mattel"), a Delaware corporation located at 333 Continental Avenue, El Segundo, California 90245, and Fisher-Price, Inc. (hereinafter "Fisher-Price"), a Delaware corporation located at 636 Girard Avenue, East Aurora, New York 14052.

**WHEREAS** Mattel is the sole owner of the U.S. Letters Patent 6,520,862 B1, issued February 18, 2003, and U.S. Patent Application No. 09/968,498, filed October 2, 2001, entitled **COLLAPSIBLE INFANT SWING**, the inventions and discoveries described therein, any and all applications for Letters Patent on said inventions and discoveries in whatsoever countries, including divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent; and

**WHEREAS** Fisher-Price is desirous of acquiring the legal title in and to the same;

**NOW THEREFORE**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Mattel does hereby sell, assign, and transfer to Fisher-Price, its lawful successors and assigns, the legal title to U.S. Patent No. 6,520,862 B1, issued February 18, 2003, from U.S. Patent Application No. 09/968,498, filed October 2, 2001, together with the

inventions and discoveries described therein, any and all applications for Letters Patent on said inventions and discoveries in whatsoever countries, including any extensions, reissues, substitutes, divisions, renewals, continuations, and continuations-in-part of said applications or any Letters patent issuing thereon, the same to be held and enjoyed by Fisher-Price for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said patents are granted or reissued, as fully and entirely as the same would have been held and enjoyed by Mattel, if this assignment had not been made; together with the right to fully enforce said patent and the right to apply for foreign patents or other forms of protection, and the right to sue for all claims for damages by reason of past, present and future infringement of any said patent, including the right to sue for damages, injunctions, and other relief as appropriate.

Mattel hereby authorizes the Commissioner of Patents and Trademarks of the United States to issue any and all patents on said inventions or resulting from said applications, or any divisions thereof, to Fisher-Price as assignee thereof.

Mattel hereby covenants that it has full right to convey the legal title of interest herein assigned, and that it has not executed any agreements in contravention of this Assignment.

**IN WITNESS WHEREOF**, Mattel has caused this instrument to be executed on the date hereafter indicated.

