Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Chris Heatherly	11/19/2004
Jon Guerra	12/14/2004
Christian Schluender	11/19/2004
Mikal Greaves	11/29/2004
Allison Conner	11/15/2004

RECEIVING PARTY DATA

Name:	Disney Enterprises, Inc.
Street Address:	500 South Buena Vista Street
City:	Burbank
State/Country:	CALIFORNIA
Postal Code:	91521

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29210874

CORRESPONDENCE DATA

Fax Number: (310)586-7800

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3105867802

Email: laipmail@gtlaw.com Correspondent Name: Charles Berman, Esq.

Address Line 1: 2450 Colorado Avenue, Suite 400 E Address Line 4: Santa Monica, CALIFORNIA 90404

NAME OF SUBMITTER: Charles Berman

Total Attachments: 5

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> PATENT REEL: 015488 FRAME: 0745

WHEREAS, I, Chris HEATHERLY, a citizen of the United States of America, the undersigned inventor and the ASSIGNOR herein, have invented DIGITAL CAMERA WITH CRADLE for which a patent application was filed on August 5, 2004 as Application No. 29/210,874 of which inventions and improvements I am the joint owner; and

WHEREAS, DISNEY ENTERPRISES, INC., is a corporation organized and existing under the laws of the State of Delaware, having a place of business at 500 South Buena Vista Street, Burbank, California 91521 the ASSIGNEE herein, desires to acquire the entire right, title and interest in and to said inventions, applications and Letters Patent to be granted and issued thereon;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) by the ASSIGNEE to each of us paid, and other valuable consideration, the receipt and legal sufficiency of all of which I acknowledge, I, the ASSIGNOR, have sold and do hereby sell, assign, transfer and set over unto the ASSIGNEE, its successors and assigns, the entire right, title and interest:

in and to the inventions and all improvements thereon,

in and to the application for letters patent thereon,

in and to applications pertaining to or based upon the inventions and applications, including divisional and continuing applications and continuations-in-part,

in and to any and all letters patent which may be granted and issued on the inventions and applications, or any of them, not only for, to and in the United States of America, its territories and possessions, but for, to and in all foreign countries, together with and including all priority rights based upon any and all applications in the United States of America covered by this Assignment, and

in and to any right to sue for past infringement of the inventions, improvements, applications and letters patent.

And for the above-named considerations, I do hereby agree that I will, at the request of said ASSIGNEE, execute any and all applications for Letters Patent for said inventions and any and all other papers and documents and do all other and further lawful acts that said ASSIGNEE may deem necessary or desirable to obtain Letters Patent on said inventions, to secure the grant of such Letters Patent and to perfect and vest in the ASSIGNEE the entire right, title and interest in the inventions, applications and Letters Patent.

And for the above-named considerations, I do hereby authorize and empower the ASSIGNEE, its successors and assigns, to apply for and obtain, in its or their own names, Letters Patent for the said inventions before competent International Authorities and in any and all countries foreign to the United States in which applications for Letters Patent can be so made or Letters Patent so obtained.

And we hereby further covenant and agree that we will communicate to ASSIGNEE any facts known to us respecting said improvements, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said improvements in all countries.

And we hereby authorize the ASSIGNEE to act as our attorney-in-fact and, if necessary to sign any and all documentations for the United States or in any foreign country or jurisdiction which are necessary to ensure the compliance with this Assignment,

And we have read and understand the terms of this document, and execute this document knowingly and freely.

Dated: 11/19/04

Witnessed By

Chris HEATMERLY

Witnessed By:

signature

name:

address:

signature name:

address:

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WHEREAS, I, Jon GUERRA, a citizen of the United States of America, the undersigned inventor and the ASSIGNOR herein, have invented DIGITAL CAMERA WITH CRADLE for which a patent application was filed on August 5, 2004 as Application No. 29/210,874 of which inventions and improvements I am the joint owner; and

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Witnessed By:

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name:

address:

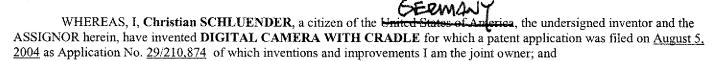
Witnessed By

Jon GUE

signature

name:

address:





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And we have read and understand the terms of this document, and execute this document knowingly and freely.

ByChristian SCHLUENDER
Witnessed By:
signature name: address:

WHEREAS, I, Mikal GREAVES, a citizen of Australia, the undersigned inventor and the ASSIGNOR herein, have invented **DIGITAL CAMERA WITH CRADLE** for which a patent application was filed on <u>August 5, 2004</u> as Application No. <u>29/210,874</u> of which inventions and improvements I am the joint owner; and

WHEREAS, **DISNEY ENTERPRISES**, **INC.**, is a corporation organized and existing under the laws of the State of Delaware, having a place of business at 500 South Buena Vista Street, Burbank, California 91521 the ASSIGNEE herein, desires to acquire the entire right, title and interest in and to said inventions, applications and Letters Patent to be granted and issued thereon;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) by the ASSIGNEE to each of us paid, and other valuable consideration, the receipt and legal sufficiency of all of which I acknowledge, I, the ASSIGNOR, have sold and do hereby sell, assign, transfer and set over unto the ASSIGNEE, its successors and assigns, the entire right, title and interest:

in and to the inventions and all improvements thereon,

in and to the application for letters patent thereon,

in and to applications pertaining to or based upon the inventions and applications, including divisional and continuing applications and continuations-in-part,

in and to any and all letters patent which may be granted and issued on the inventions and applications, or any of them, not only for, to and in the United States of America, its territories and possessions, but for, to and in all foreign countries, together with and including all priority rights based upon any and all applications in the United States of America covered by this Assignment, and

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And we hereby authorize the ASSIGNEE to act as our attorney—in-fact and, if necessary to sign any and all documentations for the United States or in any foreign country or jurisdiction which are necessary to ensure the compliance with this Assignment.

And we have read and understand the terms of this document, and execute this document knowingly and freely.

Dated: 11/29/04	By Mikal Greaves Mikal GREAVES
Witnessed By:	Witnessed By:
signature 1	signature
name: Hurle Dright	name:
address: 327 (Notablesse	address:
SUMMYULL CA GYOSE	

WHEREAS, I, Allison CONNER, a citizen of the United States of America, the undersigned inventor and the ASSIGNOR herein, have invented DIGITAL CAMERA WITH CRADLE for which a patent application was filed on August 5, 2004 as Application No. 29/210,874 of which inventions and improvements I am the joint owner; and

WHEREAS, DISNEY ENTERPRISES, INC., is a corporation organized and existing under the laws of the State of Delaware, having a place of business at 500 South Buena Vista Street, Burbank, California 91521 the ASSIGNEE herein, desires to acquire the entire right, title and interest in and to said inventions, applications and Letters Patent to be granted and issued thereon;

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And we have read and understand the terms of this document, and execute this document knowingly and freely.

signature name:

address:

11/15/04

Witnessed By

signature

name: address:

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PATENT REEL: 015488 FRAME: 0750

RECORDED: 12/27/2004