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U.S. DEPARTMENT OF COMMERCE
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8/5/04

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Mark Sargent
Lucy Schultz

Execution Date(s) May 26, 2004; June 28, 2004

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

2. Name and address of receiving party(ies)

Name: Mattel, Inc.

Internal Address: _____

Street Address: 333 Continental Blvd.

City: El Segundo

State: California

Country: Los Angeles Zip: 90245-5012

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

10/742,460
PCT/US03/41223

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Ellen M. Gonzales

Internal Address: Kolisch Hartwell, P.C.

Street Address: 520 S.W. Yamhill Street, Suite 200

City: Portland

State: Oregon Zip: 97204

Phone Number: (503) 224-6655

Fax Number: (503) 295-6679

Email Address: ellen@khpatent.com]

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Ellen Gonzales
Signature

August 2, 2004

Date

Ellen M. Gonzales

Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

08/06/2004 NBETACHE 00000014 10742460

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PATENT
REEL: 015648 FRAME: 0076

ASSIGNMENT

WHEREAS, we, Mark Sargent of Glendale, California and Lucy Schultz of Torrance, California, have invented certain improvements in a GAME WITH MEMENTOS AND DESTINY INDEX for which we executed an application for Letters Patent of the United States on December 18, 2002, and which was assigned Serial No. 60/434,566; on December 18, 2003, and which was assigned Serial No. 10/742,460; on December 18, 2003, and which was assigned Serial No. PCT/US03/41223.

WHEREAS, Mattel, Inc., a Delaware corporation, having its principal place of business in El Segundo, County of Los Angeles, and State of California, U.S.A., is desirous of acquiring an interest therein;

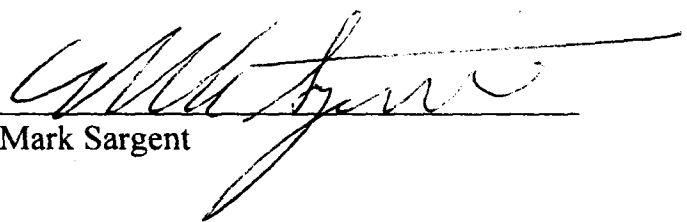
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, we, Mark Sargent and Lucy Schultz, have sold, assigned, and transferred, and do hereby sell, assign, and transfer, to Mattel, Inc., its successors and assigns, the full and exclusive right to the invention in the United States and its territorial possessions and in all foreign countries, and the entire right, title, and interest in and to any and all Letters Patent that may be granted therefor in the United States and its territorial possessions and in any and all foreign countries, and in and to any and all divisions, continuations, reissues, substitutions, and extensions thereof.

We hereby authorize and request the Patent Office officials in the United States and any and all foreign countries to issue any and all of said Letters Patent, when granted, to Mattel, Inc., as the assignee of our entire right, title, and interest in and to the same, for the sole use of Mattel, Inc., and its successors and assigns.

Further, we hereby covenant and agree to and with Mattel, Inc., and its successors and assigns, at the time of execution and delivery of these presents, that we are the sole and lawful owner of the entire right, title, and interest in and to the invention and the above-identified patent application, and that the same are unencumbered, and that we have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

Further, we agree that we will communicate to Mattel, Inc., or its representatives, any facts known to us respecting the invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue, substitution, and extension applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to Mattel, Inc., make all rightful oaths, and generally do everything possible to aid Mattel, Inc., and its successors and assigns, to obtain and enforce proper protection for the invention in the United States and in any and all foreign countries.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 26th
day of MAY, 2004.


Mark Sargent

Witness:

Signature: Amy Sargent

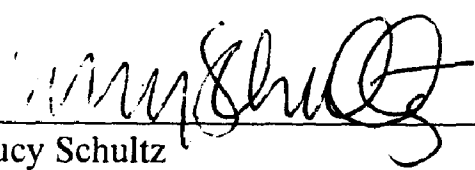
Name: AMY SARGENT

Address: 802 1/2 W. Glencakes Blvd.

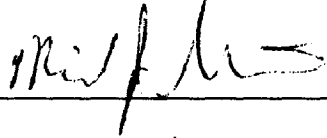
City & State: GLENDALE, CA

IN TESTIMONY WHEREOF, I have hereunto set my hand this 28th

day of June, 2004.


Lucy Schultz

Witness:

Signature: 

Name: MICHAEL SCHULTZ

Address: 17044 SHANDWICK LN

City & State: GRANGER, IN 46530