

01-10-2005



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Form PTO-1595 (Rev. 10/02)

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

DEPARTMENT OF COMMERCE 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): *MD 1-5-05*
 Jeffrey A. Brown
 Bradley M. Clark
 Gary E. Weber

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 Boulevard
 Mail Stop #M1-0410
 City: El Segundo State: CA Zip: 90245-5012

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 12/02/04

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) 10/980,824
 B. Patent No.(s) _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Howard Richman
 Internal Address: Edell, Shapiro & Finnan, LLC

 Street Address: 1901 Research Blvd., Suite 400
 City: Rockville State: MD Zip: 20850

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

8. Deposit account number:
05-0460

DO NOT USE THIS SPACE

9. Signature.
Howard R. Richman (41,451)
 Name of Person Signing

Howard R. Richman
 Signature

1/5/05
 Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

01/07/2005 000012 10980824 40.00 DP 01 FC=8021

ASSIGNMENT

We, Jeffrey A. Brown, residing at 22 South Buffalo Street, Hamburg, New York, Bradley M. Clark, residing at 11 Acorn Circle, Orchard Park, New York, and Gary E. Weber, residing at 672 Lafayette Avenue, Buffalo, New York (collectively referred to as "Assignors") have invented an invention(s) (the "Invention(s)") set forth in applications for patent of the United States, entitled, **ACTIVITY DEVICE**, and which are:

- (1) provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No. _____, and filed on _____; and
- (2) non-provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No. 10/980,824, and filed on November 4, 2004

WHEREAS, Mattel, Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at **333 Continental Boulevard, Mail Stop #M1-0410, El Segundo, California 90245-5012** (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the applications for patent identified in paragraph (1) and (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignors have not done so already via a prior agreement with the Assignee, or if the Assignors have already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignors have sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignors' entire right, title, and interest in:

- (a) the Invention(s);
- (b) the applications for patent identified in paragraph (1) and (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the applications for patent identified in paragraph (1) and (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).


The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made.

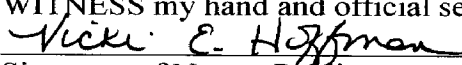
The Assignors hereby represent to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that the Assignors will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignors hereby authorize and request the attorneys of Edell, Shapiro & Finnan, LLC to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the applications identified in paragraph (1) and (2) when known.

The Assignors hereby request the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 12/2/04 By: 
Jeffrey A. Brown

| | |
|--|---|
| State of <u>New York</u>) | |
| | SS. |
| County of <u>Erie</u>) | |
| On <u>December 2, 2004</u> , before me, <u>Vicki E. Hoffman</u> , personally appeared <u>Jeffrey A. Brown</u> , personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. | |
| WITNESS my hand and official seal. | |
| <u></u> | VICKI E. HOFFMAN Notary Public - State of New York No. 01H06101702 Qualified in Erie County My Commission Expires 11-17-20 <u>27</u> |
| Signature of Notary Public | Place Notary Seal Above |

Date: 12-2-04

By: Bradley M. Clark
Bradley M. Clark

State of New York)

SS.

County of Erie)

On December 2, 2004, before me, Vicki E. Hoffman, personally appeared Bradley M. Clark, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

VICKI E. HOFFMAN
Notary Public - State of New York
No. 01H06101702
Qualified in Erie County
My Commission Expires 11-17-20 07

WITNESS my hand and official seal.

Vicki E. Hoffman
Signature of Notary Public

Place Notary Seal Above

Date: 12-2-04

By: Gary E. Weber
Gary E. Weber

State of New York)

SS.

County of Erie)

On December 2, 2004, before me, Vicki E. Hoffman, personally appeared Gary E. Weber, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

VICKI E. HOFFMAN
Notary Public - State of New York
No. 01H06101702
Qualified in Erie County
My Commission Expires 11-17-20 07

WITNESS my hand and official seal.

Vicki E. Hoffman
Signature of Notary Public

Place Notary Seal Above

ASSIGNMENT

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- (e) any application(s) for patent of the United States or other countries claiming priority to the applications for patent identified in paragraph (1) and (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part;
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The Assignors hereby request the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 12/2/04

By:

Jeffrey A. Brown
Jeffrey A. Brown

State of New York)

ss.

County of Erie)

On December 2, 2004, before me, Vicki E. Hoffman, personally appeared Jeffrey A. Brown, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Vicki E. Hoffman
Signature of Notary Public

VICKI E. HOFFMAN
Notary Public - State of New York
No. 01H06101702
Qualified in Erie County
My Commission Expires 11-17-20 07

Place Notary Seal Above

Date: 12.2.04

By: *Bradley M. Clark*
Bradley M. Clark

State of New York)
 County of Erie) SS.

On December 2, 2004, before me, Vicki E. Hoffman, personally appeared Bradley M. Clark, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Vicki E. Hoffman
 Signature of Notary Public

VICKI E. HOFFMAN
 Notary Public - State of New York
 No. 01H06101702
 Qualified in Erie County
 My Commission Expires 11-17-20 07

Place Notary Seal Above

Date: 12-2-04

By: *Gary E. Weber*
Gary E. Weber

State of New York)
 County of Erie) SS.

On December 2, 2004, before me, Vicki E. Hoffman, personally appeared Gary E. Weber, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Vicki E. Hoffman
 Signature of Notary Public

VICKI E. HOFFMAN
 Notary Public - State of New York
 No. 01H06101702
 Qualified in Erie County
 My Commission Expires 11-17-20 07

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