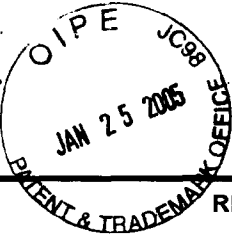


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Christine A. Drosendahl Albert P. Maggiore Additional name(s) of conveying party(ies) attached? [] Yes [x] 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 [x] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 11/30/04, 12/16/04

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) 10/976,305 B. Patent No.(s) Additional numbers attached? [] Yes [x] 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: [] 7. Total fee (37 CFR 3.41).....\$ 40.00 [x] 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 [Signature] Signature 1/25/05 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

01/28/2005 6TON11 0000064 10976305 01 FC:8021 40.00 DP

PATENT REEL: 016193 FRAME: 0965

ASSIGNMENT
(Joint)

Christine A. Drosendahl and Albert P. Maggiore, residing at 44 Constitution Street Bristol, Rhode Island 02809 and 28 Chestnut Corner, Lancaster, New York 14086 (each referred to as "Assignor") have invented an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **Activity Device**, and which is a:

- (1) provisional application
- (a) to be filed herewith; or
- (b) bearing Application No. _____, and filed on _____; or
- (2) non-provisional application
- (a) to be filed herewith; or
- (b) bearing Application No. 10/976,305, and filed on October 29, 2004.

WHEREAS Mattel, Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business **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 application for patent identified in paragraph (1) or (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 Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has 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 Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (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 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 application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding 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 Assignor had this sale and assignment not been made.

The Assignor hereby represents 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 Assignor is a lawful owner of an undivided interest in 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 Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor 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 Assignor hereby authorizes and requests 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 application identified in paragraph (1) or (2) when known.

The Assignor hereby requests 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: 11.30.04

By: *Christine A. Drosendahl*
Christine A. Drosendahl

State of RI

County of Providence SS.

On 11/30/04, before me, *Christine A. Drosendahl*, personally appeared Christine A. Drosendahl, 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.

Anna L. Tucke

Signature of Notary Public

Place Notary Seal Above

Date: 12/16/04

By: *Albert P. Maggiore*
Albert P. Maggiore

State of New York

County of Erie SS.

On December 16, 2004, before me, *Vicki E. Hoffman*, personally appeared Albert P. Maggiore, 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 11-17-2007

Place Notary Seal Above