

J.M.

Attorney Docket No.: LF-025 (LEAP-P0325)

Assignment to LeapFrog Enterprises, Inc.

In consideration of good and valuable consideration, receipt of which is hereby acknowledged, I/we James Marggraff

do hereby sell, assign, and transfer unto LeapFrog Enterprises, Inc. (hereinafter called LeapFrog), a Delaware Corporation having its principal place of business at 6401 Hollis Street, Suite 150, Emeryville, CA 94608-1070, and its successors and assigns, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements, including the right of priority in, to, and under, the application for the United States patent entitled:

INTERACTIVE APPARATUS WITH RECORDING AND PLAYBACK CAPABILITY USABLE WITH ENCODED WRITING MEDIUM

filed herewith and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor; or

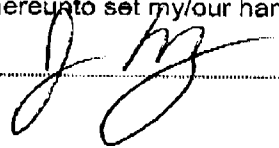
Application No.: 11/034,495 filed on 01/12/05 and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor;

And for the above consideration, I/we agree promptly upon request of LeapFrog, its successors or assigns, to execute and deliver without further compensation any power of attorney, assignment, application, whether original, continuation, divisional or reissue, or other papers which may be necessary or desirable fully to secure to LeapFrog, its successors and assigns, the inventions described in said application and all patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of interference proceedings involving said inventions and in the adjudication or reexamination of said Letters Patent provided the expenses which may be incurred by me/us in lending such cooperation and assistance are paid by LeapFrog.

I/we further covenant with LeapFrog, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned;

In witness whereof, I/we hereunto set my/our hand(s) and seal:

Inventor's Signature: _____



Date: _____

3/8/05

Attorney Docket No.: LF-325 (LEAP-P0325)

Assignment to LeapFrog Enterprises, Inc.

In consideration of good and valuable consideration, receipt of which is hereby acknowledged, I/we
Alexander Chisholm

do hereby sell, assign, and transfer unto LeapFrog Enterprises, Inc. (hereinafter called LeapFrog), a Delaware Corporation having its principal place of business at 6401 Hollis Street, Suite 150, Emeryville, CA 94608-1070, and its successors and assigns, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements, including the right of priority in, to, and under, the application for the United States patent entitled:

INTERACTIVE APPARATUS WITH RECORDING AND PLAYBACK CAPABILITY USABLE WITH ENCODED WRITING MEDIUM

..... filed herewith and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor; or

X Application No.: 11/034,495 filed on 01/12/05 and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor;

And for the above consideration, I/we agree promptly upon request of LeapFrog, its successors or assigns, to execute and deliver without further compensation any power of attorney, assignment, application, whether original, continuation, divisional or reissue, or other papers which may be necessary or desirable fully to secure to LeapFrog, its successors and assigns, the inventions described in said application and all patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of interference proceedings involving said inventions and in the adjudication or reexamination of said Letters Patent provided the expenses which may be incurred by me/us in lending such cooperation and assistance are paid by LeapFrog.

I/we further covenant with LeapFrog, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned;

In witness whereof, I/we hereunto set my/our hand(s) and seal:

Inventor's Signature: Alexander Chisholm Date: 9 Feb 05