

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
David M. BAPST	10/09/2006
John DeRUBES	09/18/2006
Domenic T. GUBITOSI	10/09/2006
Brian S. KELLY	10/09/2006
John Martin MAUL	09/21/2006
Philip R. PYRCE	09/18/2006
Robert W. SALMON	10/09/2006

RECEIVING PARTY DATA

Name:	Mattel, Inc.
Street Address:	333 Continental Boulevard
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11403192

CORRESPONDENCE DATA

Fax Number: (202)842-7899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 703-456-8000  
Email: ctipton@cooley.com  
Correspondent Name: Cooley Godward Kronish LLP  
Address Line 1: 875 15th Street, N.W., Suite 800  
Address Line 2: ATTN: Patent Group  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

FSHR-077/02US 063518-2665

PATENT

500161920

REEL: 018364 FRAME: 0722

CH \$40.00 11403192

NAME OF SUBMITTER:

John R. Mills

Total Attachments: 10

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**PATENT**

**REEL: 018364 FRAME: 0723**

**ASSIGNMENT  
(Joint)**

David M. BAPST, residing at 12654 Warner Hill Road, South Wales, New York 14139, John DeRUBES, residing at 69 Lakeview Drive, Grand Island, New York 14072, Domenic T. GUBITOSI, residing at 201 Kelly Drive, East Aurora, New York 14052, Brian S. KELLY, residing at 1422 Emery Road, East Aurora, New York, 14052, John Martin MAUL, residing at 9573 South Main Street, Machias, New York 14101, Philip R. PYRCE, residing at 1325 Dodge Road, Amherst, New York 14068, and Robert W. SALMON, residing at 6 Mayfair Lane, Buffalo, New York 14201 (each referred to as "Assignor") have made an invention (the "Invention") set forth in an application for patent of the United States, entitled **FREE-STANDING JUMPING 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. 11/403,192, and filed on April 13, 2006.

**WHEREAS**, Mattel, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 333 Continental Boulevard, El Segundo, California 90245, USA (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 COOLEY GODWARD L.L.P. 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.

**Attorney Docket No. FSHR-077/02US**

**Application Serial No. 11/403,192**

**Page 3**

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: 10-9-06

By: David M. Bapst  
David M. BAPST

State of New York )  
County of Erie ) ss.

On October 9, 2006, before me, Vicki E. Hoffman, personally appeared David M. Bapst, 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

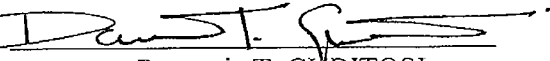
Place Notary Seal Above

By: John DeRUBES

Vicki E. Hozman  
Signature of Notary Public

Place Notary Seal Above

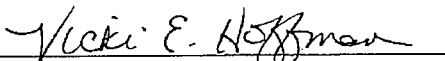
Date: 10/9/06

By:   
Domenic T. GUBITOSI

State of New York )  
County of Erie )

On October 9, 2006, before me, Vicki E. Hoffman, personally appeared Domenic T. Gubitosi, 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.

  
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: Brian S. Kelly By: 10/9/06  
Brian S. KELLY

State of New York )  
County of Erie )

On October 9, 2006, before me, Vicki E. Hoffman, personally appeared Brian S. Kelly, 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: 9-21-06.

By: John M. Maul  
John Martin MAUL

State of New York)

ss.

County of Erie)

On 9-21-06, before me, JANICE M. BROWN personally appeared John Martin Maul, 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.

Janice M Brown  
Signature of Notary Public

JANICE M. BROWN  
Notary Public, State of New York  
No. 4955891  
Qualified in Erie County  
Commission Expires Sept 11 2009  
Place Notary Seal Above

Date: 9-18-06

By: Philip R. Pyrcce  
Philip R. PYRCE

State of New York )  
County of Erie )  
ss.

On September 18, 2006, before me, Vicki E. Hoffman, personally appeared Philip R. Pyrcce, 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.

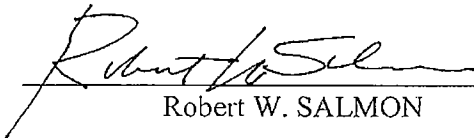
WITNESS my hand and official seal.

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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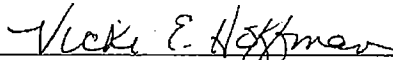
Date: 10-9-06

By:   
Robert W. SALMON

State of New York )  
County of Erie ) ss.

On October 9, 2006, before me, Vicki E. Hoffman, personally appeared Robert W. Salmon, 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.

  
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

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