# OP \$40.00 117

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date	
David M. Bapst	10/14/2003	
Maarten Van Huystee	10/20/2003	
John F. Rhein	10/16/2003	
Robert J. Sonner	10/14/2003	

### **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:	11769052

# **CORRESPONDENCE DATA**

Fax Number: (301)762-4056

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3014243640 Email: saj@usiplaw.com

Correspondent Name: Edell Shapiro & Finnan LLC

Address Line 1: 1901 Research Blvd

Address Line 2: Suite 400

Address Line 4: Rockville, MARYLAND 20850

ATTORNEY DOCKET NUMBER:	0621.0430CON	
NAME OF SUBMITTER:	Howard R. Richman	

PATENT REEL: 019491 FRAME: 0866

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Total Attachments: 4 source=ExecutedAssignment#page1.tif source=ExecutedAssignment#page2.tif source=ExecutedAssignment#page3.tif source=ExecutedAssignment#page4.tif

# ASSIGNMENT (Joint)

We, David M. Bapst, a citizen and resident of the United States of America, residing at 12654 Warner Hill Road, South Wales, New York 14139; Maarten Van Huystee, a citizen and resident of the United States of America, residing at 148 Knox Road, East Aurora, New York 14052; John F. Rhein, a citizen and resident of the United States of America, residing at 5525 Devonshire Lane, Hamburg, New York 14075; and Robert J. Sonner, a citizen and resident of the United States of America, residing at 5340 Merlau Road, South Wales, New York 14139, (collectively referred to as "Assignors") have invented an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled ROTATABLE ENTERTAINMENT DEVICE, and which is a:

(1) [X] complete application (a) [X] to be filed herewith; or (b) [] bearing Application No. , and filed on [] design application (2) (a) [] to be filed herewith; or (b) [] bearing Application No.

WHEREAS, Mattel, Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business 333 Continential 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.

, and filed on

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 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 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 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;

(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 Assignor 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 application identified in paragraph (1) or (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: <u>i 0/14/03</u>	By: David M. Bapat			
	David M. Bapst			
State of New York				
State of New York  County of Cree  Ss.				
evidence, to be the person(s) whose name acknowledged to me that he/she/they execu	me, <u>PATEICIA A. GRABIAMUSK</u> , personally wn to me or proved to me on the basis of satisfactory ne(s) is/are subscribed to the within instrument and uted the same in his/her/their authorized capacity(ies), instrument the person(s), or the entity upon behalf of trument.			
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Signature of Notary Public	2 1 Al			
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Date: 10-20-63	By: Maarten Vair-Huystee			
State of New Yark  County of Ss.				
On				
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Jahren Hahrmausk	(			
Signature of Notary Public	Place Notary Seal Above			

ATTORNEY DOCKET No. 0621.0430C PAGE 4 OF 4

Data	10-11-00		_	John	$\mathcal{L}$	•
Date:	10-16-03	·····	Ву:	0000	John F. Rhei	n
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County of	Crie	)				
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County of	New York so	_) s. _)				
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Signature o	f Notary Public	T#5			Place Notary	Seal Above
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REEL: 019491 FRAME: 0871

**RECORDED: 06/28/2007**