

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	ASSIGNMENT																
CONVEYING PARTY DATA																	
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Jeffrey J. Miller</td> <td>01/29/2008</td> </tr> <tr> <td>George A. Inashvili</td> <td>02/04/2008</td> </tr> <tr> <td>John W. Taylor</td> <td>02/04/2008</td> </tr> <tr> <td>Bruce R. Cordier</td> <td>01/31/2008</td> </tr> <tr> <td>Rachel A. Wiatrowski</td> <td>01/29/2008</td> </tr> <tr> <td>Rebecca S. Barclay</td> <td>01/29/2008</td> </tr> <tr> <td>Diane M. Gambino</td> <td>02/04/2008</td> </tr> </tbody> </table>		Name	Execution Date	Jeffrey J. Miller	01/29/2008	George A. Inashvili	02/04/2008	John W. Taylor	02/04/2008	Bruce R. Cordier	01/31/2008	Rachel A. Wiatrowski	01/29/2008	Rebecca S. Barclay	01/29/2008	Diane M. Gambino	02/04/2008
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RECEIVING PARTY DATA																	
Name:	Mattel, Inc.																
Street Address:	333 Continental Boulevard																
City:	El Segundo																
State/Country:	CALIFORNIA																
Postal Code:	90245																
PROPERTY NUMBERS Total: 1																	
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11924724</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11924724												
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CORRESPONDENCE DATA																	
Fax Number:	(301)762-4056																
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
Phone:	3014243640																
Email:	lap@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:	0621.1249C																

OP \$40.00 11924724

PATENT

500465089

REEL: 020514 FRAME: 0494

NAME OF SUBMITTER:

Howard R. Richman

Total Attachments: 6

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**ASSIGNMENT
(Joint)**

Jeffrey J. Miller, residing at 109 Ashwood Lane, Orchard Park, New York 14127; **George A. Inashvili**, residing at 2392 Two Rod Road, East Aurora, New York 14052; **John W. Taylor**, residing at 355 Sinn Road, Cowlesville, New York 14037; **Bruce R. Cordier**, residing at 231 Dwyer Street, West Seneca, New York 14224; **Rachel A. Wiatrowski**, residing at 48 Steven Drive, Cheektowaga, New York 14227; **Rebecca S. Barclay**, residing at 367 Main Street, West Seneca, New York 14224; and **Diane M. Gambino**, residing at 79 Forest Drive, Orchard Park, New York 14127 (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 **Digital Arts and Crafts Computer Peripheral Toy 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. 11/924,724, and filed on October 26, 2007.

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, El Segundo, CA 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: 1-29-08

By:

[Signature]
Jeffrey J. Miller

State of New York)

SS.

County of Erie)

On January 29, 2008, before me, Vicki E. Hoffman, personally appeared Jeffrey J. Miller, 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
Notary Public - State of New York
No. 01H06101702
Qualified in Erie County
My Commission Expires 11-17-20 11

[Signature]
Signature of Notary Public

Place Notary Seal Above

Date: 2-4-08

By:

[Signature]

George A. Inashvili

State of New York)

SS.

County of Erie)

On February 4, 2008, before me, Vicki E. Hoffman, personally appeared George A. Inashvili, 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.

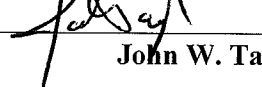
WITNESS my hand and official seal.

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

[Signature]
Signature of Notary Public

Place Notary Seal Above

Date: 2-4-08

By: 
John W. Taylor

State of New York)

SS.

County of Erie)

On February 4, 2008, before me, Vicki E. Hoffman, personally appeared John W. Taylor, 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
Notary Public - State of New York
No. 01H06101702
Qualified in Erie County
My Commission Expires 11-17-20 11


Signature of Notary Public

Place Notary Seal Above

Date: 1/31/2008

By: 
Bruce R. Cordier

State of New York)

SS.

County of Erie)

On January 31, 2008, before me, Vicki E. Hoffman, personally appeared Bruce R. Cordier, 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
Notary Public - State of New York
No. 01H06101702
Qualified in Erie County
My Commission Expires 11-17-20 11


Signature of Notary Public

Place Notary Seal Above

Date: 01.29.08

By: Rachel Wiatrowski
Rachel A. Wiatrowski

State of New York)
)
 County of Erie)
)
 On ~~January 29, 2008~~ January 29, 2008, before me, Vicki E. Hoffman, personally appeared ~~George Inashvili~~, 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
 Notary Public - State of New York
 No. 01H06101702
 Qualified in Erie County
 My Commission Expires 11-17-20 11

Vicki E. Hoffman
 Signature of Notary Public

Place Notary Seal Above

Date: 1-29-08

By: Rebecca Barclay
Rebecca S. Barclay

State of New York)
)
 County of Erie)
)
 On ~~January 29, 2008~~ January 29, 2008, before me, Vicki E. Hoffman, personally appeared ~~John Taylor~~, 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
 Notary Public - State of New York
 No. 01H06101702
 Qualified in Erie County
 My Commission Expires 11-17-20 11

Vicki E. Hoffman
 Signature of Notary Public

Place Notary Seal Above

Date: 2-4-08

By: *Diane M. Gambino* 2-4-08
Diane M. Gambino

State of New York)

SS.

County of Erie)

February 4, 2008

On Diane M. Gambino, before me, Vicki E. Hoffman, personally appeared ~~Bruce Cordier~~, 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
Notary Public - State of New York
No. 01H06101702
Qualified in Erie County
My Commission Expires 11-17-20 11

Vicki E Hoffman

Signature of Notary Public

Place Notary Seal Above