Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Radica Games Ltd.	06/18/2008

RECEIVING PARTY DATA

Name:	Mattel, Inc.		
Street Address:	Address: 333 Continental Boulevard		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245-5012		

PROPERTY NUMBERS Total: 24

Property Type	Number
Application Number:	10074282
Application Number:	10689516
Application Number:	10776759
Application Number:	10777939
Application Number:	10842961
Application Number:	11046369
Application Number:	11056812
Application Number:	11056898
Application Number:	11127534
Application Number:	11180968
Application Number:	11216674
Application Number:	11250941
Application Number:	11390708
Application Number:	11563965
Application Number:	10843920
	DATENT

PATENT "
REEL: 021117 FRAME: 0030

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Application Number:	10738282
Application Number:	10987334
Application Number:	29098103
Application Number:	29181405
Application Number:	29205268
Application Number:	29243729
Application Number:	29233875
Application Number:	10338703
Application Number:	29118344

CORRESPONDENCE DATA

Fax Number: (312)827-8185

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

Email: patents@bellboyd.com

Correspondent Name: Bell, Boyd & Lloyd

Address Line 1: P.O. Box 1135

Address Line 4: Chicago, ILLINOIS 60690-1135

NAME OF SUBMITTER: Aaron L. Enatsky

Total Attachments: 4

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> PATENT REEL: 021117 FRAME: 0031

CONFIRMATORY ASSIGNMENT

WHEREAS, the undersigned, to wit: RADICA GAMES LTD. (hereinafter "ASSIGNOR"), was the lawful owner of the inventions identified on the attached Schedule A before execution of the INTELLECTUAL PROPERTY TRANSFER AGREEMENT between MATTEL, INC. and ASSIGNOR dated October 3, 2006 (hereinafter "the TRANSFER AGREEMENT");

WHEREAS, MATTEL, INC. (hereinafter "ASSIGNEE"), a corporation duly organized and existing under the laws of Delaware and having its principal office and place of business at 333 Continental Boulevard, El Segundo, California 90245-5012, desires to confirm that ASSIGNEE acquired the entire right, title, and interest therein by the TRANSFER AGREEMENT;

AND WHEREAS ASSIGNEE is confirming that the inventions identified in Schedule A were assigned to the ASSIGNEE in the TRANSFER AGREEMENT for the purposes of recordation at the United States Patent and Trademark Office;

NOW, THEREFORE, it is hereby confirmed that in consideration of One Dollar (\$1.00) or other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR did by the TRANSFER AGREEMENT sell, assign, and transfer, and set over unto ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest to said inventions in the United States of America and all foreign countries, including, without limitation, said inventions as described in the aforesaid applications and patents listed in Schedule A, to be held and enjoyed by said ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by said ASSIGNOR had the assignment and sale not been made, including, without limitation, all rights to the aforesaid patent and applications listed in Schedule A and to any United States Letters Patent therefor, when issued together with all improvements thereon and betterments thereof, all related applications and patents including, but not limited to, provisionals, divisions, continuations, continuations-in-part, reissues and reexaminations thereof and substitutions of or for said applications and patents, and all foreign rights including the right to make applications for Letters Patent and issued patents for said inventions in any and all foreign countries and the right to claim priority as to the filing date under the International Convention on the basis for the aforesaid applications for United States Letters Patent and issued patents; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents to issue all Letters Patent issuing therefrom to ASSIGNEE, for its interest as ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNOR hereby confirms that ASSIGNOR agrees to execute any papers, provide any information and testify in any interference or litigation at the request of ASSIGNEE, its successors, assigns and legal representatives, when deemed essential to ASSIGNEE's, its successors', assigns' and legal representatives' full enjoyment, protection, enforcement and title in and to such inventions and rights hereby transferred.

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ASSIGNOR furthermore confirms the ASSIGNOR agrees upon request of said ASSIGNEE, its successors, assigns and legal representatives, and without further remuneration, to execute any and all papers desired by said ASSIGNEE, its successors, assigns and legal representatives, for the filing and granting of foreign applications and patents and the perfecting of title thereto in said ASSIGNEE, its successors, assigns and legal representatives.

To the extent that any portion of this ASSIGNMENT conflicts with the TRANSFER AGREEMENT, the TRANSFER AGREEMENT shall govern.

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Assignor S	Signature	Date Signed
Non	yles Kerne	9/18/2008
Name:	Douglas Kerner	
Title:	Director	
Address:	Radica Games Ltd.	
	Clarendon House, Church Street	
	Hamilton HM11	
	Bermuda	
instrument	fore me personally appeared the person whose name, and executed the foregoing instrument in my previsigning his/her name hereto.	e is subscribed to the foregoing sence for the purpose contained

Date Signed **Date Signed** Assignee Signature 6/18/08

Donald B. Aiken Name: Vice President & Assistant General Counsel Title: Address: Mattel, Inc. 333 Continental Boulevard El Segundo, CA 90245-5012

Before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his/her name hereto.

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SCHEDULE A

Title	U.S. Serial Number	Filing Date	U.S. Patent No.
Folding Flourescent Illumination System	10/074,282	02/11/2002	6,729,739
Hand Held Electrical Device and Method for	10/689,516	10/21/2003	
Using the Same			
Handheld Pinball Game Having a Changeable	10/776,759	2/10/2004	
Display			
Electronic Game With Spinning and	10/777,939	2/11/2004	
Electronic Display Features			
Game Controller with Interchangeable	10/842,961	5/11/2004	
Controls			
Game Controller Including an Integrated	11/046,369	1/28/2005	
Communicator			
Electronic Game With Real Feel Interface	11/056,812	2/10/2005	
Light Display for a Video Game Device	11/056,898	2/11/2005	
Game Controller with Sensitivity Adjustment	11/127,534	5/11/2005	
Light Sculpture System and Method	11/180,968	7/13/2005	
Multiply Interconnectable Environmentally	11/216,674	10/25/2005	
Interactive Character Simulation Module			
Method and System			
Interactive Deduction Game	11/250,941	10/14/2005	
Internet Enabled Multiply Interconnectable	11/390,708	3/27/2006	
Environmentally Interactive Character			,
Simulation Module Method and System			
Interactive Multimedia Diary	11/563,965	11/28/2006	
Transportable Apparatus for a Game System	10/843,920	5/12/2004	7,297,060
Game Controller Having Multiple Operation	10/738,282	12/16/2003	7,297,061
Modes			
Adjustable Tension Analog Stick for A Video	10/987,334	11/12/2004	7,338,374
Game Pad			
Hand Held Electronic Game	29/098,103	12/21/1998	D424,046
Game Controller	29/181,405	5/12/003	D519,118
Apparatus for a Video Game System	29/205,268	5/12/2004	D527,054
Journal Case	29/243,729	11/30/2005	D544,540
Multiply Interconnectable Environmentally	29/233,875	7/11/2005	D545,785
Interactive Character Simulation Module			
Video Game Controller with Display Screen	10/338,703	1/9/2003	
Electronic Game	29/118,344	2/9/2000	D440,967

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RECORDED: 06/19/2008

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