

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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>Justin Discoe</td> <td>07/25/2008</td> </tr> <tr> <td>Joseph T. Moll</td> <td>06/21/2008</td> </tr> <tr> <td>Paulo Kang</td> <td>06/09/2008</td> </tr> <tr> <td>Steven Verbera</td> <td>05/29/2008</td> </tr> </tbody> </table>		Name	Execution Date	Justin Discoe	07/25/2008	Joseph T. Moll	06/21/2008	Paulo Kang	06/09/2008	Steven Verbera	05/29/2008
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Joseph T. Moll	06/21/2008										
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Steven Verbera	05/29/2008										
RECEIVING PARTY DATA											
Name:	Mattel, Inc.										
Street Address:	333 Continental Boulevard										
City:	El Segundo										
State/Country:	CALIFORNIA										
Postal Code:	90245-5012										
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>12109055</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12109055						
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Application Number:	12109055										
CORRESPONDENCE DATA											
Fax Number:	(215)965-1331										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	215 965 1330										
Email:	msalvato@panitchlaw.com										
Correspondent Name:	Panitch Schwarze Belisario & Nadel LLP										
Address Line 1:	2005 Market Street										
Address Line 2:	One Commerce Square, Suite 2200										
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7013										
ATTORNEY DOCKET NUMBER:	4110-621U1/MES										
NAME OF SUBMITTER:	John Jamieson										

CH \$40.00 12109055

Total Attachments: 14

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**PATENT
 REEL: 021638 FRAME: 0439**

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**ASSIGNMENT
(PATENT APPLICATION)**

WHEREAS, we, (“ASSIGNORS”):

<u>Inventor</u>	<u>Citizenship</u>	<u>Address</u>
Justin Discoe	United States of America	1334 Fairfield Avenue Windsor, CO 80550-5819
Joseph T. Moll	United States of America	21-A Holly Cove Mount Laurel, NJ 08054
Kevin Pasko	United States of America	1921 Havemeyer Lane Redondo Beach, CA 90278
Paulo Kang	United States of America	714 N. Reese Place Burbank, CA 91506
Steven Verbera	United States of America	1138 Bradford Drive Glendora, CA 91740

having invented a certain new and useful invention entitled:

TOY VEHICLE

for which a United States patent application is to be filed or has been filed on **April 24, 2008** under U.S. Patent Application No. **12/109,055**; and

WHEREAS, (“ASSIGNEE”):

Mattel, Inc., a corporation, having an address of 333 Continental Boulevard, El Segundo, CA 90245-5012

is desirous of acquiring the entire right, title and interest in and to the invention throughout the United States and the world, and all right, title and interest in, to and under any and all Letters Patent of the United States and all countries throughout the world;

FOR GOOD and VALUABLE CONSIDERATION, the full receipt and sufficiency of which are hereby acknowledged, ASSIGNORS, intending to be legally bound, do hereby:

AUTHORIZE said ASSIGNEE, or its representatives to insert above the filing date and application number of the application when these are known;

SELL, ASSIGN, TRANSFER and CONVEY to ASSIGNEE the whole and entire right, title and interest for the United States and its possessions and territories and all foreign countries in and to the invention which is disclosed in the above-identified patent application, and, in and to any and all patent applications related thereto including, but not limited to, all provisionals, non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues and all other applications for patent which have been or shall be filed in the United States and all foreign countries on the invention; all original, reissued and reexamined patents and extensions thereof which have been or shall be issued in the United States and all foreign

countries on the invention to the full end of the term or terms for which the patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR(S) had this Assignment not been made; and specifically including all rights of priority created by the above patent application under any treaty, convention or law relating thereto;

AUTHORIZE and REQUEST the issuing authority to issue any and all United States and foreign patents granted on the invention to ASSIGNEE;

WARRANT and REPRESENT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by ASSIGNORS, and that the full right to convey the same as herein expressed is possessed by ASSIGNORS;

AGREE and UNDERTAKE, when requested and at the expense of ASSIGNEE, to carry out in good faith the intent and purpose of this Assignment, ASSIGNORS will execute all non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues, and all other patent applications on the invention; execute all lawful oaths, declarations, assignments, powers of attorney and other papers; communicate to ASSIGNEE all facts known to ASSIGNORS relating to the invention and the history thereof; and generally do everything possible which ASSIGNEE shall consider desirable for vesting title to the invention in ASSIGNEE, and for securing, maintaining and enforcing proper patent protection for the invention; all without further compensation to ASSIGNORS;

AGREES to hold in trust, keep confidential, not make use of, and not disclose or reveal to any third party said invention, without ASSIGNEE'S prior written consent.

TO BE BINDING on the heirs, assigns, representatives and successors of ASSIGNORS and extending to the successors, assigns, and nominees of ASSIGNEE.

Date	JUSTIN DISCOE
STATE OF	:
	: ss.
COUNTY OF	:

Before me, this _____ day of _____, personally appeared **Justin Discoe** known to be the person who is described in and who executed the above Assignment, and he/she acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Notary Public
My Commission Expires:

6/21/08
Date

Joseph T. Moll
JOSEPH T. MOLL

STATE OF New Jersey
COUNTY OF Burlington

:
:
: ss.
:

Before me, this 21st day of June 2008, personally appeared **Joseph T. Moll** known to be the person who is described in and who executed the above Assignment, and he/she acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Nancy Garzarelli
Notary Public

My Commission Expires:

Nancy K. Garzarelli
Notary Public Of New Jersey
My Commission Expires July 11, 2010

Date

KEVIN PASKO

Date

PAULO KANG

Date

STEVEN VERBERA

**ASSIGNMENT
(PATENT APPLICATION)**

WHEREAS, we, (“ASSIGNORS”):

<u>Inventor</u>	<u>Citizenship</u>	<u>Address</u>
Justin Discoe	United States of America	3455 North Shields Street Fort Collins, CO 80524
Joseph T. Moll	United States of America	21-A Holly Cove Mount Laurel, NJ 08054
Kevin Pasko	United States of America	20 22 nd Street, Apartment E Hermosa Beach, CA 90254-2500
Paulo Kang	United States of America	714 N. Reese Place Burbank, CA 91506
Steven Verbera	United States of America	1138 Bradford Drive Glendora, CA 91740

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7-25-08

Date

JUSTIN DISCOE

STATE OF

:

COUNTY OF

: ss.

:

Before me, this _____ day of _____, personally appeared **Justin Discoe** known to be the person who is described in and who executed the above Assignment, and he/she acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Notary Public

My Commission Expires:

Date	JOSEPH T. MOLL
STATE OF	:
	: ss.
COUNTY OF	:

Before me, this _____ day of _____, personally appeared **Joseph T. Moll** known to be the person who is described in and who executed the above Assignment, and he/she acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Notary Public

My Commission Expires:

Date

KEVIN PASKO

Date

PAULO KANG

Date

STEVEN VERBERA

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Date		JUSTIN DISCOE
STATE OF	:	
	:	ss.
COUNTY OF	:	

Before me, this _____ day of _____, personally appeared **Justin Discoe** known to be the person who is described in and who executed the above Assignment, and he/she acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Notary Public
My Commission Expires:

Date	JOSEPH T. MOLL
STATE OF	:
	: ss.
COUNTY OF	:

Before me, this _____ day of _____, personally appeared **Joseph T. Moll** known to be the person who is described in and who executed the above Assignment, and he/she acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Notary Public


My Commission Expires:

Date
6/09/08


Date
5.29.08

Date

KEVIN PASKO



PAULO KANG



STEVEN VERBERA

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 10/1/08

Date

before me,

Patricia DeLeon, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Paulo Kang

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) 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(e) on the instrument the person(e), or the entity upon behalf of which the person(e) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Patricia DeLeon
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

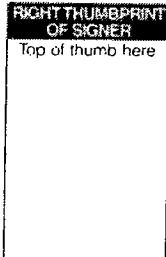
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

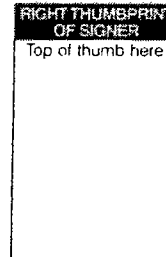
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 9/22/08

Date

before me,

Patricia DeLeon Notary Public

Here Insert Name and Title of the Officer

personally appeared

Steven Verbera

Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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Signature

Patricia DeLeon

Signature of Notary Public



Place Notary Seal Above

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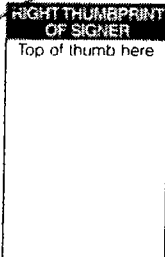
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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

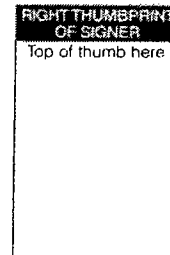
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
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- Other: _____



Signer Is Representing: _____