

11-12-2008

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103534466

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Lemell Company, LLC; Mass Market Ideas, LLC; Lawrence Mass, Steven Ellman; Frederic Ellman; and Julius Ellman.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 6/24/08, 6/25/08

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Zapf Creation AG

Internal Address: _____

Street Address: Monchrodener Stasse 13

City: Rodental

State: _____

Country: Germany Zip: 96472

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

US Patent 7,189,137
US Patent 6,599,166

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Grimes & Battersby, LLP

Internal Address: _____

Street Address: 488 Main Street, Suite 300

City: Norwalk

State: CT Zip: 06851

Phone Number: (203) 849-8300

Fax Number: (203) 849-9300

Email Address: mclaughlin@gandb.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 5372
Expiration Date 10/31/2010

b. Deposit Account Number 11/10/2008 DBYRNE 00000040 7189137
Authorized User Name 01 FC:0021 88.00

9. Signature:

J M L

Signature

November 4, 2008

Date

James F. McLaughlin

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 021824 FRAME: 0418

DEED OF ASSIGNMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of June 24, 2008 (the "Effective Date"), by and between Lernell Company, LLC, a limited liability company located at 672 East 7th Street, Brooklyn, New York 11230 U.S.A., Mass Market Ideas, LLC, a limited liability company located at 5 Berkley Lane, Rye Brook, New York 10573, U.S.A.; Lawrence Mass, a resident of the State of New York, with an address at 5 Berkley Lane, Rye Brook, New York; Steven Ellman, a resident of the State of New York, with an address at 1672 E. 7th Street, Brooklyn, New York; Frederic Ellman, a resident of the State of New York, with an address at 30 Fairview Avenue, Tarrytown, New York; and Julius Ellman, a resident of the State of New York, with an address at 1672 E. 7th Street, Brooklyn, New York (together, "Assignor"); and Zapf Creation AG, a company organized under the laws of Germany with a principal place of business located at Mönchrödener Strasse 13, 96472 Rödentel, Germany ("Assignee").

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the patents, trade secrets, inventions, technology and confidential information as identified more fully in the attached Schedule A (hereinafter, the "IP Rights");

WHEREAS, Assignee desires to acquire all rights, title and interest in and to the IP Rights from Assignor.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by Assignee to Assignor of the sum of one dollar (\$1.00 USD) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee the full and exclusive entire right, title and interest in and to the IP Rights, and rights of protection to the same throughout the world, and with respect to the patents set forth in Schedule A, to any improvements thereof, and any divisional, continuation, continuation-in-part or substitute U.S. patent applications that are based thereon, any patents issuing on any of the preceding applications, and any counterparts to any of the preceding patents or applications in any country or region outside the United States; as well as all proceeds of the IP Rights, including, but not limited to, all license royalties and proceeds of infringement suits, and the right to sue for past, present and future infringements.

Assignor covenants and agrees and warrants that it has full and unencumbered title to the IP Rights hereby assigned, and further covenants and agrees that it has the right to grant such rights and that it will, at any time upon request, without cost or further compensation, execute and deliver any and all papers or instruments that, in the opinion of the Assignee, may be necessary or desirable to secure said Assignee the full enjoyment

of the rights and properties herein conveyed or intended to be conveyed by this instrument.

IN WITNESS WHEREOF, this Assignment has been duly executed on the day and year first written above.

LERNELL COMPANY, LLC

BY: Steven Ellman

TITLE: MANAGER

Sworn and subscribed to before me
this 20th day of June, 2008.

Pauline M. Klein
Notary Public

PAULINE M. KLEIN
Notary Public, State of New York
No. 01024638801
Qualified in Ulster County
Commission Expires March 30, 2011

MASS MARKET IDEAS, LLC

BY: _____

TITLE: _____

Sworn and subscribed to before me
this ____ th day of June, 2008.

Notary Public

of the rights and properties herein conveyed or intended to be conveyed by this instrument.

IN WITNESS WHEREOF, this Assignment has been duly executed on the day and year first written above.

LERNELL COMPANY, LLC

BY: _____

TITLE: _____

Sworn and subscribed to before me
this ____ th day of June, 2008.

Notary Public

MASS MARKET IDEAS, LLC

BY: *[Signature]*

TITLE: member

Sworn and subscribed to before me
this 24 th day of June, 2008.

[Signature]
Notary Public

ISSACA O. SOKHNA
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01SO6130404
QUALIFIED IN BRONX COUNTY
MY COMMISSION EXPIRES JULY 18, 2009

LAWRENCE MASS

BY: Lawrence Mass

Sworn and subscribed to before me
this 24th day of June, 2008.

Issaca O. Sokhna
Notary Public

ISSACA O. SOKHNA
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01SO6130404
QUALIFIED IN BRONX COUNTY
MY COMMISSION EXPIRES JULY 18, 2009

STEVEN ELLMAN

BY: _____

Sworn and subscribed to before me
this ____th day of June, 2008.

Notary Public

FREDERICK ELLMAN

BY: _____

Sworn and subscribed to before me
this ____th day of June, 2008.

Notary Public

JULIUS ELLMAN

BY: _____

Sworn and subscribed to before me
this ____th day of June, 2008.

Notary Public

LAWRENCE MASS

BY: _____

Sworn and subscribed to before me
this ____ th day of June, 2008.

Notary Public

STEVEN ELLMAN

BY: _____

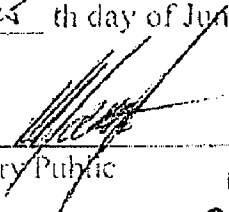
Sworn and subscribed to before me
this ____ th day of June, 2008.

Notary Public

FREDERICK ELLMAN

BY:  _____

Sworn and subscribed to before me
this 24 th day of June, 2008.



Notary Public

Marc Levitt
Notary Public State of NY
No. 01LE5055475
Qualified in West. County
Commission Exp. 2/12/2010

JULIUS ELLMAN

BY: _____

Sworn and subscribed to before me
this ____ th day of June, 2008.

Notary Public

BY: _____

Sworn and subscribed to before me
this ____ th day of June, 2008.

Notary Public

STEVEN ELLMAN

BY: Steven Ellman

Sworn and subscribed to before me
this 24 th day of June, 2008.

Pauline M. Klein
Notary Public

PAULINE M. KLEIN
Notary Public, State of New York
No. 01604863001
Qualified in Kings County
Commission Expires March 30, 2011

FREDERICK ELLMAN

BY: _____

Sworn and subscribed to before me
this ____ th day of June, 2008.

Notary Public

JULIUS ELLMAN

BY: Julius Ellman

Sworn and subscribed to before me
this 24 th day of June, 2008.

Pauline M. Klein
Notary Public

PAULINE M. KLEIN
Notary Public, State of New York
No. 01604863001
Qualified in Kings County
Commission Expires March 30, 2011

SCHEDULE A

The intellectual property rights include, without limitation:

(1) United States Patent No. 7,189,137 B2, dated March 13, 2007;

(2) the tearing mechanism concept disclosure made by Assignor to Assignee in Hong Kong on March 10-12, 2004 as defined in paragraph 1 of the Mutual Confidentiality Agreement, dated March 9, 2004;

(3) the Rock-A-Bye Function, as defined in the Rock-A-Bye Chou Chou Agreement, dated March 8, 2000, as amended on February 20, 2003;

(4) United States Patent No. 6,599,166 B2; and,

(4) the Microphone Mechanism and Moving Mouth Mechanism, as defined in the Baby Annabell Agreement and Sweetie Singer Agreement, dated February 19, 2003.

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