

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Eric Ostendorff	03/28/2007
Michael Nuttall	04/04/2007
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:	11595001
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 4:	Rockville, MARYLAND 20850
ATTORNEY DOCKET NUMBER:	1389.0212C
NAME OF SUBMITTER:	Thomas W. Lynch
Total Attachments: 2 source=ExecutedAssignment#page1.tif source=ExecutedAssignment#page2.tif	

OP \$40.00 11595001

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PATENT
REEL: 023422 FRAME: 0314

ASSIGNMENT

WHEREAS, We, the undersigned, Eric Ostendorff of Torrance, California, and Mike Nuttall of Pasadena, California have invented a new and useful Toy Vehicle Trackset, which is the subject of an application for United States Patent Application, Serial No. 11/595,001, filed November 06, 2006, and entitled Toy Vehicle Trackset.

WHEREAS, We verily believe ourselves to be the original, first and sole inventors of the invention set forth in said application for Letters Patent and represent that we have not conveyed or hypothecated any right or interest therein, and

WHEREAS, Mattel, Inc., a corporation of the State of Delaware, having a principal place of business at 333 Continental Boulevard, El Segundo, California 90245-5012 is desirous of acquiring the entire and exclusive right, title and interest in and to said invention, and all patent applications which may be filed thereon, and any and all Letters Patent which may be granted or issued therefor in the United States and throughout the world including any and all divisions, continuations, reissues and extensions of any of the foregoing and all international priority rights associated therewith:

NOW, THEREFORE, in consideration of obligations voluntarily assumed by us and set forth in a contract entitled "Employee Patent and Confidence Agreement" entered into at El Segundo, California, and for good and valuable consideration, receipt of which is hereby acknowledged, I do hereby sell, assign, transfer and set over unto Mattel, Inc., its successors and assigns, the entire and exclusive right, title and interest in and to said invention, patent applications and Letters Patent which may be granted or issued for said invention in the United States and throughout the world, including all divisions, continuations, reissues and extensions thereof, and all international priority rights associated therewith, all to be held and enjoyed as fully and completely as the same might have been held by me had this assignment not been made, and we hereby authorize and request the commissioner of Patents of the United States and the duly constituted authorities of foreign countries to issue all Letters Patent relating to the foregoing assigned right to Mattel, Inc., and its successors and assigns.

We will promptly, upon request, and without further compensation, but at no out-of-pocket cost or expense to us, do all lawful acts including communicating to Mattel, Inc., or its representatives, any facts known to me respecting this invention, the execution of all necessary documents, and the giving of testimony that in the opinion of Mattel, Inc., its successors and assigns, may be necessary or desirable for obtaining, sustaining or reissuing United States and foreign Letters Patent relating to the foregoing assigned rights, and for perfecting, affirming, recording and maintaining the title of Mattel,

Page 2

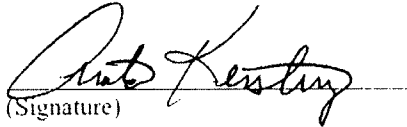
Inc., its successors and assigns thereto, and that we will generally cooperate to the fullest extent in all matters pertaining to said invention and patents, and Mattel, Inc.'s title thereto.

IN WITNESS WHEREOF, we have executed this instrument at on
this 28 day of MARCH, 2007 respectively, at EL SEGUNDO, California.
(city)



Eric Ostendorff

WITNESS:



(Signature)

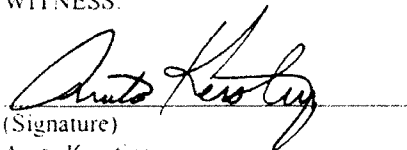
Anita Kersting
333 Continental Blvd.
El Segundo, California 90245-5012

IN WITNESS WHEREOF, we have executed this instrument this 4th day of
APRIL, 2007 respectively, at EL SEGUNDO, California.
(city)



Mike Nuttal

WITNESS:



(Signature)

Anita Kersting
333 Continental Blvd.
El Segundo, California 90245-5012