

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Keith Hippely</td> <td>02/15/2010</td> </tr> <tr> <td>Michael Andrews</td> <td>02/22/2010</td> </tr> <tr> <td>Chris Down</td> <td>02/17/2010</td> </tr> <tr> <td>Mark Mayer</td> <td>02/19/2010</td> </tr> <tr> <td>Mark trageser</td> <td>03/15/2010</td> </tr> </tbody> </table>		Name	Execution Date	Keith Hippely	02/15/2010	Michael Andrews	02/22/2010	Chris Down	02/17/2010	Mark Mayer	02/19/2010	Mark trageser	03/15/2010
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Michael Andrews	02/22/2010												
Chris Down	02/17/2010												
Mark Mayer	02/19/2010												
Mark trageser	03/15/2010												
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"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11594433</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11594433								
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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:	saj@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:	1389.0229C												
NAME OF SUBMITTER:	Thomas W. Lynch												

OP \$40.00 11594433

Total Attachments: 6

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ASSIGNMENT
(Joint)

Keith HIPPELY, residing at 514 Harkness St., Manhattan Beach, CA 90266; and Michael ANDREWS, residing at 6164 Garrison Dr., Los Angeles, CA, 90042; and Chris DOWN, residing at 5500 Torrance Blvd., Unit C-328, Torrance, CA, 90503; and Mark MAYER, residing at 22901 Hartland St., West Hills, CA, 91307; and Mark TRAGESER, residing at 22028 Tiara St., Woodland Hills, CA, 91367 (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 Toy Vehicle Having Fanciful Facial Expression, 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. 11/594,433, and filed on November 7, 2006.

WHEREAS, Mattel, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 333 Continental Boulevard, El Segundo, CA 90245 (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 proceeding 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: 2/15/10

By: Keith Hippely
Keith HIPPELY

ACKNOWLEDGMENT

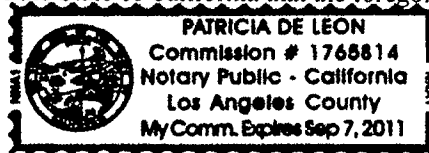
State of California
County of Los Angeles

On 2/15/10 before me, Patricia DeLeon, Notary Public
(insert name and title of the officer)

personally appeared Keith Hippely,
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.

WITNESS my hand and official seal



Signature Patricia DeLeon (Seal)

Date: _____

By: _____
Michael ANDREWS

ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
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.

WITNESS my hand and official seal.

Signature _____ (Seal)

Date: _____

By: _____

Keith HIPPELY

ACKNOWLEDGMENT

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
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.

WITNESS my hand and official seal.

Signature _____ (Seal)

Date: 2/22/2010

By: [Signature]
Michael ANDREWS

ACKNOWLEDGMENT

State of California
County of LOS ANGELES)

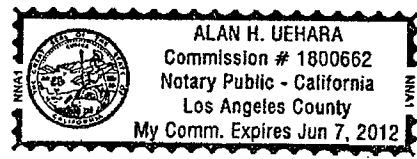
On FEBRUARY 22, 2010 before me, ALAN H. UEHARA, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared MICHAEL ANDREWS
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.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



Date: 2-17-10

By: 
Chris DOWN

ACKNOWLEDGMENT

State of California
County of Los Angeles

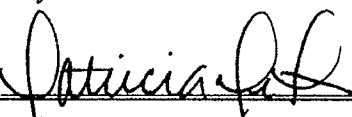
On 2/17/10 before me, Patricia DeLeon, Notary Public
(insert name and title of the officer)

personally appeared Chris Down,
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.

WITNESS my hand and official seal.



Signature  (Seal)

Date: 2-19-10

By: 
Mark MAYER

ACKNOWLEDGMENT

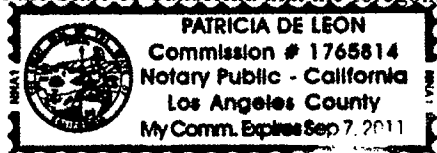
State of California
County of Los Angeles

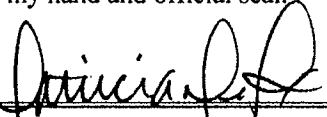
On 2/19/10 before me, Patricia DeLeon, Notary Public
(insert name and title of the officer)

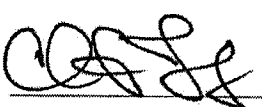
personally appeared Mark Mayer,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by 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.

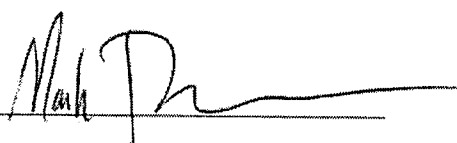
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

Witnessed by: 
Name: CHRISTINE TRAGESER
Date: 3.15.10

By: 
Name: Mark TRAGESER
Date: 3/15/10