

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Damien Cally	01/10/2011
RECEIVING PARTY DATA	
Name:	MEGA Brands Inc.
Street Address:	4505 Hickmore
City:	Montreal, Quebec
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29380911
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NAME OF SUBMITTER:	Steven P. Arnheim
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OP \$40.00 29380911

ASSIGNMENT

WHEREAS, Damien Cally, a citizen of France, residing at 5442 Av. Casgrain, Montreal, Quebec H2T 1X2 (hereinafter "Assignor") has invented certain new and useful improvements in

Toy Container

for a full description of which, reference is here made to an application for Letters Patent of the United States of America

Executed concurrently herewith

Executed on

Serial. No. **29/380,911**, filed **December 13, 2010**

in the U.S. Patent and Trademark Office;

WHEREAS, MEGA Brands Inc., a Canadian corporation, having its principal office and place of business at 4505 Hickmore, Montreal, Quebec, Canada H4T 1K4 (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for good and valuable and legally sufficient consideration, the receipt of which by each Assignor from Assignee is hereby acknowledged, Assignor has agreed to sell, assign, and transfer and by these presents does hereby, sell, assign, and transfer unto Assignee the entire right, title and interest in, to, and under said invention and application above identified and Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefore in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignor hereby covenants and agrees, for himself and for his respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignor.

Assignor hereby consents that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof

of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignor covenants and agrees that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:

U.S. Serial No.: 29/380,911

Filed: December 13, 2010

but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this ASSIGNMENT.

Assignor hereby authorizes and requests the Commissioner of Patents and the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

SIGNATURE: _____

NAME: **Damien Cally**

Date: 10/01/2011