PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| SUBMISSION TYPE: | | NEW ASSIGNMENT | | | |
|--|--|----------------|--------------------|----------------|--|
| NATURE OF CONVEYANCE: | | ASSIGNMENT | | | |
| CONVEYING PARTY DATA | | | | | |
| N | | | ame | Execution Date | |
| Alec Kessler | | | | 05/15/2012 | |
| RECEIVING PARTY DATA | | | | | |
| Name: | COMMONWEALTH TOY AND NOVELTY CO., INC. | | | | |
| Street Address: | 45 West 25th Street, 7th Floor | | | | |
| City: | New York | | | | |
| State/Country: | NEW YORK | | | | |
| Postal Code: | 10010 | | | | |
| PROPERTY NUMBERS Total: 1 Property Type Number | | | | | |
| | | 29422 | | | |
| | | | | | |
| CORRESPONDENCE DATA | | | | | |
| Fax Number: (602)274-6970 | | | | | |
| Phone: | (602) 274.6996 | | | | |
| Pax Number. (602)274-6970 Phone: (602) 274.6996 Email: mg@patentmg.com | | | | | |
| Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail. | | | | | |
| Correspondent Name: MESCHKOW & GRESHAM, P.L.C. | | | | | |
| Address Line 1: | 7250 NORTH SIXTEENTH STREET, SUITE 318 | | | | |
| Address Line 4: PHOENIX, ARIZONA 85020-5279 | | | | | |
| ATTORNEY DOCKET NUMBER: | | | 8243-D-1 | | |
| NAME OF SUBMITTER: | | | Jordan M. Meschkow | | |
| Total Attachments: 2 source=8243-D-1_Ex_Assignment_15May12#page1.tif source=8243-D-1_Ex_Assignment_15May12#page2.tif | | | | | |

ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, Alec Kessler of 148 Sutton Drive, Plainview, New York 11803, USA, has sold, assigned and transferred, and does hereby sell, assign and transfer, unto COMMONWEALTH TOY AND NOVELTY CO., INC., a Corporation of the State of New York, having its principal office in New York, State of New York, USA, and its successors, assigns, and legal representatives, the entire right, title and interest for the United States of America in and to certain inventions relating to improvements in "**BUCKET**" (Atty. Docket No. 8243-D-1), described, illustrated and claimed in an application for Letters Patent of the United States of America executed by me on the date indicated by my signature below, together with the entire right, title and interest in and to the application, and in and to Letters Patent which may be issued upon the application, and upon any division, extension, continuation or reissue thereof.

I hereby also sell, assign and transfer unto COMMONWEALTH TOY AND NOVELTY CO., INC., the entire right, title and interest in and to the invention and in and to applications for Letters Patent therefor in all countries foreign to the United States of America, including all rights under any and all international conventions and treaties in respect of the invention and the applications for Letters Patent in foreign countries, and I further authorize COMMONWEALTH TOY AND NOVELTY CO., INC., to apply for Letters Patent in foreign countries directly in its own name, and to claim priority of the filing date of the application for Letters Patent of the United States of America under the provisions of any and all international conventions and treaties.

I hereby authorize and request the Commissioner of Patents of the United States of America to issue Letters Patent upon the aforesaid application, division, extension, continuation or reissue, to COMMONWEALTH TOY AND NOVELTY CO., INC., for the sole use and benefit of COMMONWEALTH TOY AND NOVELTY CO., INC., its successors, assigns and legal representatives, to the full end of the term for which Letters Patent may be granted, the same as I would have been held and enjoyed by me had this assignment not been made, and I hereby authorize and request the equivalent authorities in foreign countries to issue the patents of their respective countries to COMMONWEALTH TOY AND NOVELTY CO., INC.

I agree that, when requested, I will, without charge to COMMONWEALTH TOY AND NOVELTY CO., INC., but at its expense, sign all papers, take all rightful oaths,

> Assignment 8243-D-1 Page 1 of 2

> > PATENT REEL: 028229 FRAME: 0042

and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for the inventions in any and all countries and for vesting title thereto in COMMONWEALTH TOY AND NOVELTY CO., INC., its successors, assigns and legal representatives or nominees.

I covenant with COMMONWEALTH TOY AND NOVELTY CO., INC., its successors, assigns and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license or other encumbrance.

DATE: 5/15/12 (ALEC KESSLER) NY STATE OF COUNTY OF NY

The undersigned Notary Public in and for the County and State aforesaid do hereby certify that, <u>Alec Kessler</u>, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this $\frac{1}{2}$ day of _____ My commission expires: 6/5/22/5 JANES . PAGUAGA Notary Public Signature Notary Public, State of New York No. 24-01PA4951800 Qualified in NY's County _____ Commission Expires June 5, 20 printed Name of Notary Public

Assignment 8243-D-1 Page 2 of 2

> PATENT REEL: 028229 FRAME: 0043

RECORDED: 05/17/2012