

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                                     |
|----------------------------------|--|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                       |                                     |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                                     |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>                  |
| Associated Hygienic Prods LLC    |  | 10/27/2010            | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                                     |
| <b>Name:</b>                     | Mattel, Inc.   |                       |                                     |
| <b>Street Address:</b>           | 333 Continental Boulevard  |                       |                                     |
| <b>City:</b>                     | El Segundo   |                       |                                     |
| <b>State/Country:</b>            | CALIFORNIA   |                       |                                     |
| <b>Postal Code:</b>              | 90245-5012   |                       |                                     |
| <b>Entity Type:</b>              | CORPORATION: DELAWARE  |                       |                                     |
| <b>PROPERTY NUMBERS Total: 4</b> |  |                       |                                     |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                                     |
| Registration Number:             | 3829098  | HAPPY DAYS            |                                     |
| Registration Number:             | 3829099  | HAPPY NIGHTS          |                                     |
| Registration Number:             | 3829044  | HAPPY DAYS 'N NIGHTS  |                                     |
| Registration Number:             | 3838902  | SIZE RIGHT            |                                     |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                                     |
| <b>Fax Number:</b>               | (713)651-5246  |                       |                                     |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                                     |
| <b>Phone:</b>                    | 713-651-5151   |                       |                                     |
| <b>Email:</b>                    | jksimpson@fulbright.com  |                       |                                     |
| <b>Correspondent Name:</b>       | Jan K. Simpson/Fulbright & Jaworski  |                       |                                     |
| <b>Address Line 1:</b>           | 1301 McKinney  |                       |                                     |
| <b>Address Line 2:</b>           | Suite 5100   |                       |                                     |
| <b>Address Line 4:</b>           | Houston, TEXAS 77010   |                       |                                     |
| <b>NAME OF SUBMITTER:</b>        | Jan K. Simpson   |                       |                                     |

**OP \$115.00 3829098**

**900175367**

**TRADEMARK  
 REEL: 004307 FRAME: 0867**

|   |            |
|---|------------|
| Signature:  | /jks/      |
| Date:   | 11/01/2010 |
| Total Attachments: 3<br>source=AHP Assignment#page1.tif<br>source=AHP Assignment#page2.tif<br>source=AHP Assignment#page3.tif |            |

**ASSIGNMENT  
(U.S. Trademarks)**

**WHEREAS**, Associated Hygienic Products LLC, a limited liability company organized under and pursuant to the laws of Delaware having its principal place of business at 3400 River Green Court; Suite 600; Duluth, Georgia 30096 (hereinafter referred to as Assignor), has adopted and is using the Marks set forth in attached SCHEDULE A hereof which they have used throughout the United States; and

**WHEREAS**, Mattel, Inc., a corporation organized under and pursuant to the laws of Delaware having its principal place of business at 333 Continental Boulevard; El Segundo, California 90245-5012 (hereinafter referred to as Assignee), desires to acquire the Marks and the goodwill of the business associated with the Marks.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee the entire right, title, and interest in and to the registrations for said Marks and all of its right, title, and interest to said Marks not presently registered set forth in *SCHEDULE A* hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which Assignor has enjoyed thereunder in the United States;

**AND FOR THE SAME CONSIDERATION**, the Assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said registrations and applications and believes it is the sole and lawful owner of the entire right, title, and interest to said Marks and said goodwill associated therewith and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

**AND FOR THE SAME CONSIDERATION**, the Assignor hereby covenants and agrees that the Assignor will, whenever counsel of the Assignee or the counsel of its successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and

documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement, and defense of said Marks and registrations thereof without charge to the Assignee, its successors, legal representatives, and assigns, other than reasonable costs and expenses incurred by the Assignor or any of its employees, agents, and representatives in connection with the foregoing actions.

Date: 10/27/10

Steve Pankow  
Steve Pankow

Title: Executive VP Sales & Marketing

United States of America )  
State of Georgia ) ss.:  
County of Dunwoody )

On this 27 day of October, 2010, before me personally came Steve Pankow, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Michael Bruck  
Notary Public

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

| <b>Mark</b>          | <b>Registration Number</b> | <b>Date Registered</b> | <b>Serial Number</b> | <b>Filing Date</b> | <b>Ctry</b> |
|----------------------|----------------------------|------------------------|----------------------|--------------------|-------------|
| HAPPY DAYS           | 3,829,098                  | Aug. 3, 2010           | 77/642,210           | Dec 31, 2008       | US          |
| HAPPY NIGHTS         | 3,829,099                  | Aug 3, 2010            | 77/642,220           | Dec 31, 2008       | US          |
| HAPPY DAYS 'N NIGHTS | 3,829,044                  | Aug 3, 2010            | 77/606,155           | Nov 3, 2008        | US          |
| SIZE RIGHT           | 3,838,902                  | Aug 24, 2010           | 77/741,093           | May 20, 2009       | US          |