

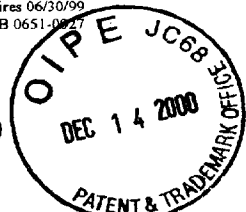
12-28-2000

Department of Commerce
and Trademark Office
TRADEMARK



101565142

MKB
12-14-00



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Effective Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,311,214"/>	<input type="text" value="775,311"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

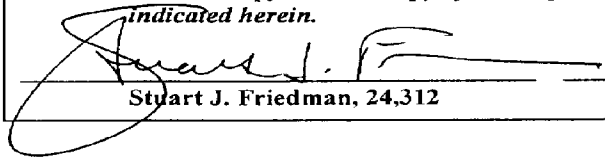
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.


Stuart J. Friedman, 24,312

Signature

13 December 2000

NUNC PRO TUNC ASSIGNMENT

WHEREAS, Tyco Industries, Inc., a corporation organized under the laws of the State of Delaware (hereinafter referred to as "TYCO") was the owner of the following marks and registrations (hereinafter referred to as "The Marks"):

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
IDEAL	1,311,214	December 25, 1984
IDEAL and Design	775,311	August 18, 1964

WHEREAS, TYCO was, prior to its merger March 31, 1997 and subsequent dissolution December 1997, a Delaware corporation with its principal place of business at 6000 Midlantic Drive, Mt. Laurel, New Jersey 08054; and

WHEREAS, prior to assignment to Ideal Loisirs (hereinafter referred to as "Ideal Loisirs"), said TYCO was the owner of the entire right, title and interest in and to The Marks and registrations and the associated goodwill to The Marks and registrations; and

WHEREAS, an assignment of rights in and to The Marks by TYCO in favor of Ideal Loisirs was initially executed and delivered to Ideal Loisirs on November 29, 1991 and was amended by way of instrument dated February 26, 1993 (hereinafter jointly referred to as "Assignment of Rights"); and

WHEREAS, said Assignment of Rights was timely filed with the United States Patent and Trademark Office and recorded by the Assignments Branch thereof on September 14, 1993 at Reel 1033, Frame 206; and

WHEREAS, as of March 31, 1997 TYCO was merged into and made a part of Mattel, Inc., and all intellectual properties of TYCO were subsequently assigned to Mattel, Inc. and memorialized in a document which was filed with the United States Patent and Trademark Office on February 13, 1998 at Reel 1689/Frame 0106; and

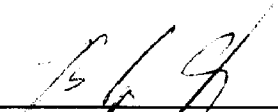
WHEREAS, said assignment of intellectual properties by TYCO to Mattel, Inc. inadvertently included The Marks, in which TYCO had previously alienated its interests in favor of Ideal Loisirs; and

WHEREAS, as of December 31, 1997 TYCO ceased to exist as a separate entity; and

WHEREAS, Ideal Loisirs desires to perfect the record of its ownership of the entire right, title and interest in and to The Marks and registrations pursuant to timely assignment by TYCO to Ideal Loisirs, and to nullify the impact of any subsequent assignment by TYCO in favor of Mattel, Inc.;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TYCO confirms that, prior to its dissolution, it did assign to Ideal Loisirs the entire right, title and interest in and to The Marks and registrations and the goodwill associated therewith.

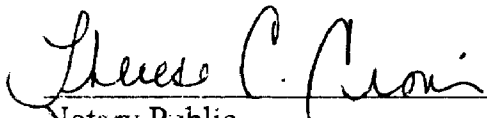
TYCO INDUSTRIES, INC.

By: 

B. James Alley
Executive Vice President

STATE OF NEW JERSEY)
) SS:
COUNTY OF BURLINGTON)

On this 14TH day of April, 2000, before me personally appeared B. James Alley, who was Executive Vice President of Tyco Industries, Inc. prior to its dissolution and, who being first duly sworn, affirmed that he has read and certifies the facts recited in the foregoing Nunc Pro Tunc Assignment.



Notary Public

My commission expires:

THERESE C. CRONIN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 9, 2003