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Form PTO-1594

(Rev. 10/02)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mattel, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____
 Delaware

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: January 1, 2004

2. Name and address of receiving party(ies)

Name: American Girl, LLC

Internal _____

Address: _____

Street Address: 333 Continental Boulevard

City: El Segundo State: CA Zip: 90245

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Limited Liability Company - Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
 76/475971

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael Moore, Esq.

Internal Address: _____

Mattel, Inc.

Street Address: 333 Continental Blvd.

City: El Segundo State: CA Zip: 90245

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

DA 50-3042

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Mariann Caplan

Name of Person Signing

Signature

 5/25/04
 Date
Total number of pages including cover sheet, attachments, and document: ☐

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks Box Assignments
 Washington, D.C. 20231

American LegalNet, Inc.
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ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") entered into on the 1st day of January, 2004, between American Girl, LLC, a Delaware limited liability company (the "Assignee") and Mattel, Inc. a Delaware corporation (the "Assignor").

BACKGROUND

In connection with a Plan of Merger duly authorized by the Board of Directors of Assignor on August 16, 2003, with an effective date of December 31, 2003, pursuant to which Pleasant Company, a Wisconsin corporation ("PC"), and Pleasant Company Productions, a Wisconsin corporation ("PCP," together with PC, the "Subsidiaries"), merged with and into the Assignor (the "Merger"), the Subsidiaries transferred to Assignor all of the Subsidiaries' assets and Assignor assumed all of the Subsidiaries' liabilities.

NOW THEREFORE, acknowledging valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Assets. Assignor by these presents does hereby grant, convey, assign, transfer, set over and deliver unto Assignee, effective as of 12:01 a.m. on the date set forth above, all of the intellectual property conveyed to the Assignor by each of the Subsidiaries pursuant to the Merger (the "Intellectual Property").

2. Assignment of Liabilities. Assignor hereby bargains, assigns, delegates, transfers and conveys to Assignee all of Assignor's interest in, and the rights, responsibilities, liabilities and obligations under, the liabilities associated with the Intellectual Property (the "Intellectual Property Liabilities"), effective as of 12:01 a.m. on the date first set forth above.

3. Assumption of Liabilities. Assignee hereby accepts and assumes all of Assignor's interest in, and the rights, responsibilities, obligations and liabilities under, the Intellectual Property Liabilities.

4. Further Actions. Each party agrees to take all further actions and to execute all further documents as another party may reasonably request in order to give effect to the purposes of this Agreement.


5. Nontaxable Transfer. The transfers contemplated by this Agreement are part of an integrated transaction, the initial merger of which was a nontaxable distribution pursuant to a plan of reorganization under Sections 361(a) and 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended. The assignment and assumption contemplated by this Agreement are also intended to be nontaxable distributions pursuant to a plan of reorganization under Sections 361(a) and 368(a)(2)(C) of the Internal Revenue Code of 1986, as amended.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.


ASSIGNOR:

MATTEL, INC.

By: 
Name: Robert Norrile
Title: Senior Vice President,
General Counsel and Secretary

ASSIGNEE:

AMERICAN GIRL, LLC

By: 
Name: Donald Aiken
Title: President and Secretary