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



102819380

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Mattel, Inc.

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

Citizenship (see guidelines) _____

Execution Date(s) May 31, 2000

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Keynomics, Inc.

Internal

Address: _____

Street Address: 100 Rowland Way, Suite 300

City: Novato

State: California

Country: United States Zip: 94945

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship _____
☐ Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

08/20/2004 0000138274

B. Trademark Registration No.(s)

2296750, 2396178

Additional sheet(s) attached? ☐ Yes ☒ No

CHECK ☐ Identification or ☒ Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

The future is in your hands and Keysoft Performance System

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

Name: James S. Parkhill

Internal Address: Niesar & Diamond LLP

Street Address: 90 New Montgomery Street, 9th Floor

City: San Francisco

State: California Zip: 94105

Phone Number: 415-882-5300

Fax Number: 415-882-5400

Email Address: jparkhill@ndlaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Jennifer Kung
Signature
Name of Person Signing

8/10/04
Date

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003031 FRAME: 0221

ASSIGNMENT OF TRADEMARK AND TRADEMARK APPLICATIONS

WHEREAS, Mattel, Inc., a Delaware corporation ("Mattel"), of 333 Continental Boulevard, El Segundo, California 90245-5012, owns or holds title to those trademark registrations, and pending trademark registrations listed on Exhibit A attached hereto (collectively, the "Trademarks"); and

WHEREAS, Keynomics, Inc., a California corporation ("Buyer"), of 5050 Atherton Avenue, Novato, California 94945, is desirous of acquiring, without any representation or warranty, all right, title and interest that Mattel may have, if any, in, to and under the Trademarks, and any derivatives thereof, as well as any registrations thereof, together with the goodwill appurtenant thereto, if any, pursuant to that certain Asset Purchase Agreement dated as of May 31, 2000.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mattel does hereby assign, grant, bargain, sell, transfer and deliver to Buyer, without any representation or warranty, all right, title and interest that Mattel may have, if any, in, to and under the Trademarks listed on Exhibit A attached hereto, and any colorable imitations or derivatives thereof, together with the goodwill of the business symbolized by such Trademarks, if any, and any and all registrations thereof, including but not limited to those identified on Exhibit A, to have and to hold the same unto Buyer.

IN WITNESS WHEREOF, Mattel has caused this instrument to be signed by the proper corporate officer this 31st day of May, 2000.

MATTEL, INC., a Delaware corporation

By: _____



SCHEDULE A

REGISTERED:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
Future Is In Your Hands	2,296,750	November 30, 1999	United States
Keysoft	1,659,543	October 8, 1991	United States
Keysoft	4275498	May 21, 1999	Japan
Keysoft	290143	March 23, 1998	New Zealand

PENDING:

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Country</u>
Kcysoft	757,954	March 28, 1994	Australia
Keysoft	869,656	February 18, 1998	Canada
Keysoft	741,793	February 9, 1998	CTM
Keysoft Performance System & Design	75/369,812	October 10, 1997	United States