

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Transfer Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matchbox Toys Limited		12/31/1997	United Kingdom corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Mattel UK Limited		
Street Address:	Vanwall Road		
Internal Address:	Vanwall Business Park		
City:	Maidenhead		
State/Country:	UNITED KINGDOM		
Postal Code:	SL6 4UB		
Entity Type:	United Kingdom corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0993794	MATCHBOX	
CORRESPONDENCE DATA			
Fax Number:	(310)312-4224		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3103124000		
Email:	ctappa@manatt.com		
Correspondent Name:	Jill M. Pietrini, Esq.		
Address Line 1:	11355 W. Olympic Boulevard		
Address Line 2:	Manatt, Phelps & Phillips, LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90064		
ATTORNEY DOCKET NUMBER:	12838-634		
DOMESTIC REPRESENTATIVE			
Name:	Mattel, Inc.		

CH \$40.00 0993794

Address Line 1: 333 Continental Boulevard
Address Line 4: El Segundo, CALIFORNIA 90245

NAME OF SUBMITTER:	Jill M. Pietrini, Esq.
Signature:	//jmp//
Date:	03/07/2006

Total Attachments: 7

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INTRA-GROUP BUSINESS TRANSFER AGREEMENT



DATED: 31st day of December 1997

BETWEEN:

- (1) MATCHBOX TOYS LIMITED (registered in England No. 1611433) whose registered office is at Meridian West, Leicester, LE3 2WT

("the Transferor"); and
- (2) MATTEL UK LIMITED (registered in England No. 1471442) whose registered office is at Meridian West, Leicester LE3 2WT

("the Transferee")

RECITALS:

- (A) The Transferor and the Transferee are both members of the Mattel Group
- (B) The Transferee has agreed to acquire as a going concern all of the undertaking and assets of the Transferor and to assume all of the Liabilities on the terms and subject to the conditions hereinafter contained

OPERATIVE TERMS:

1. DEFINITIONS

In this Agreement the following words shall have the following meanings respectively:

"Business" means all of the undertaking and assets of the Transferor of any nature whatsoever including but not limited to all plant and machinery, all furniture, fixtures and fittings, all book debts, all stock and work-in-progress, all Uncompleted Contracts and all intangible assets of the

Contracts and all intangible assets of the Company, including the goodwill of the Transferor's business, the right of the Transferee to represent itself as carrying on the business in succession to the Transferor and all other intellectual property rights of whatsoever nature owned by the Transferor and including the Liabilities

"Consideration"

means the purchase price set out in Clause 3

"Effective Date"

means the commencement of business on the second day of January 1998

"Employees" means those persons employed by the Transferor prior to the Effective Date

"Liabilities" means all the debts liabilities and obligations whether contingent or actual of any nature whatsoever of the Transferor

"Mattel Group"

Mattel, Incorporated and all such companies as are subsidiaries of Mattel, Incorporated or in respect of which Mattel, Incorporated is the ultimate holding company

"Transfer Regulations"

means the Transfer of Undertakings (Protection of Employment) Regulations 1981

"Uncompleted Contracts"

means all contracts leases arrangements benefits licences obligations and engagements of the Transferor relating to the Business and wholly or partially uncompleted or discharged on the Effective Date

Any statement in this agreement to the effect that any person, firm or company is the beneficial owner of any real or personal property shall mean that he, they or it could dispose of the said property with full title guarantee and reference to "beneficial owner", "beneficial ownership" or any like provision shall be construed accordingly.

SALE AND PURCHASE

2. The Transferor agrees to transfer with full title guarantee and the Transferee agrees to acquire the Business as a going concern with effect from the Effective Date on the terms of this Agreement.

CONSIDERATION

- 3.(1) The consideration for the sale and purchase hereunder shall be the net book value of the Assets (as determined by the Transferor's auditors) at the Effective Date. For Assets with no net book value attributed in the records of the Transferor on the Effective Date the aggregate consideration for the sale and purchase of such assets will be £1.
- (2) The consideration shall be satisfied by:
 - (a) the Transferee undertaking to discharge in full the Liabilities and
 - (b) (if the said net book value is greater than the Liabilities) the Transferee paying to the Transferor a sum equal to the excess, which said sum shall, until paid, remain outstanding and owing on inter-company account.

THE LIABILITIES AND CONTRACTS

4. Subject to the consent (where necessary) of other contracting parties the Transferee shall as from the Effective Date assume perform and by the respective due date discharge all the Liabilities. If it proves impossible to obtain any such consent the Transferee shall assume perform and discharge such Liabilities as agent for and on behalf of the Transferor and indemnify the Transferor accordingly.

EMPLOYEES AND PENSIONS

- 5.(1) Each of the parties agrees that pursuant to the Transfer Regulations the contracts of employment of all of the Employees of the Transferor shall from the Effective Date be the responsibility of the Transferee.
- (2) The Transferee shall notify the Employees of the transfer of the Business.

- (3) The Transferor and the Transferee shall procure that the Transferee shall become a participating employer in those of the Transferor's pension schemes which are relevant in respect of any of the Employees who were members of any of those schemes at the Effective Date.

COMPLETION

- 6.(1) Completion of the sale and purchase hereunder shall take place immediately upon execution of the Agreement.
- (2) Property and risk in and title to the Business shall pass to the Transferee with effect from the Effective Date
- (3) The Transferor shall on or as soon as practicable after Completion deliver to the Transferee all transfers assignments and novations of the Business together with the documents of title to the Business necessary to give effect to this Agreement.
- (4) The Transferor shall (and shall procure, so far as is within its power, any third party shall) from time to time as and when required by the Transferee execute and sign and do at the expense of the Transferee all such deeds documents assurances acts and things as shall be required by the Transferee and for giving the Transferee the full benefit of the Agreement as and from the Effective Date and until such time as the Business is so vested in the Transferee the Transferor shall hold the same in trust for the Transferee.

UNCOMPLETED CONTRACTS

- 7.(1) Uncompleted Contracts (including leases, rental agreements and hire purchase agreements in relation to the Assets), shall subject to all necessary consents of other contracting parties be assigned to and completed by and at the expense risk and for the benefit of the Transferee. Subject thereto the Transferor has held and will hold such benefits on trust for the Transferee and will account to the Transferor therefor. The Transferor will at all times give the Transferee all reasonable co-operation and assistance in its power to enable the Transferee to enforce the Uncompleted Contracts.
- (2) The Transferor shall account to the Transferee for all pre-payments (including book debts for pre-payments) received by the Transferor in respect of Uncompleted Contracts to the extent that such pre-payments exceed the direct cost of stocks and work-in-progress applied to such Uncompleted Contracts prior to the Effective Date.

- (3) The Transferee shall indemnify the Transferor against all losses claims and demands arising from Uncompleted Contracts except to the extent that such losses costs claims and demands are attributable to acts or omissions of the Transferor prior to the Effective Date and not undertaken at the prior written request of the Transferee.

INDEMNITIES

- 8.(1) The Transferor shall indemnify the Transferee against all losses costs claims and demands arising from acts or omissions of the Transferor in relation to the Business prior to the Effective Date except to the extent that such losses costs claims and demands are attributable to acts or omissions of the Transferor prior to the Effective Date undertaken at the prior written request of the Transferee.
- (2) The Transferee shall indemnify the Transferor against all losses costs claims and demands arising from acts or omissions of the Transferee in relation to the transferred undertaking and Assets from the Effective Date except to the extent that such losses costs claims and demands are attributable to acts or omissions of the Transferor prior to the Effective Date and not undertaken at the prior written request of the Transferee.

APPORTIONMENTS

9. Any outgoings of the Business for any period which includes Completion shall be apportioned between and borne by the parties on the basis of a daily apportionment up to and after the Effective Date.

TITLE

10. Save as herein provided the Transferee shall accept without enquiry requisition or objection such title as the Transferor may have in the Business.

FURTHER ASSURANCE

11. The Transferor shall so far as the Transferee shall from time to time hereafter require but at the Transferee's expense execute and do all such deeds acts and things as may be necessary in order to vest fully and effectively in the Transferee whatever right title and interest the

Transferor may have in the Business or any part thereof and to give to the Transferee the full benefit of this Agreement.

SURVIVAL OF CERTAIN PROVISIONS

12. Insofar as any provision of the Agreement shall not have been performed at Completion it shall survive and remain in full force and effect notwithstanding Completion.

IN WITNESS whereof this instrument has been executed as a deed the day and year first above written.

Executed as a deed by
MATTEL UK LIMITED
acting by its duly
authorised officers

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R D Counte



Executed as a deed by
MATCHBOX TOYS LIMITED
acting by its duly
authorised officers

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K Downs



R D Counte



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Registration of:

Mattel UK Limited
(a United Kingdom corporation)

Registration No: 993,794

Class: 28

Registered: September 24, 1974

Mark: MATCHBOX

**DESIGNATION OF DOMESTIC
REPRESENTATIVE**

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

Mattel, Inc., whose postal address is 333 Continental Blvd., El Segundo, California 90245, is hereby designated Registrant's representative upon whom notice or process in proceedings affecting the mark may be served.

MATTEL UK LIMITED

Date: 3/3/06

By: 

Robert Normile
Director

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