

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Playthings, Inc.		12/07/2005	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Mattel, Inc.		
Street Address:	333 Continental Boulevard		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78409520	SIMON SAYS	
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:	12838-176		
NAME OF SUBMITTER:	Jill M. Pietrini		
Signature:	//jmp//		

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TRADEMARK
REEL: 003263 FRAME: 0922

Date:

03/09/2006

Total Attachments: 2

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**ASSIGNMENT OF TRADEMARK AND THE
UNITED STATES APPLICATION THEREFOR**

This assignment is made by and between International Playthings, Inc., a New Jersey corporation, having its principal place of business at 75 D Lackawanna Avenue, Parsippany, New Jersey 07054 ("IPI") and Mattel, Inc., a Delaware corporation, having its principal place of business 333 Continental Boulevard, El Segundo, California 90245 (hereinafter "Mattel").

WHEREAS, IPI adopted and uses the trademark, and owns United States Application to register, the trademark identified below (hereinafter the "Mark" and "Application", respectively), along with the goodwill of the business appurtenant to said Mark:

Trademark
SIMON SAYS

Application No
78/409520

Filing Date
April 20, 2004

WHEREAS, IPI has entered into a Settlement Agreement, effective November ____, 2005 (hereinafter "Agreement");

WHEREAS, pursuant to the Agreement, IPI has agreed to assign all right, title, and interest in the Mark and the Application to Mattel, including the goodwill associated with the Mark and any and all claims, demands, and causes of action for infringement, of the Mark, past, present, and future, and all of the proceeds from the foregoing.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, IPI hereby assigns to Mattel all right, title and interest in and to the Mark and the Application, together with the goodwill of the business symbolized by the Mark and any and all claims, demands, and causes of action for infringement, of the Mark, past, present, and future, and all of the proceeds from the foregoing.

Signed at Parsippany, New Jersey, this 7 day of Dec.,
2005.

INTERNATIONAL PLAYTHINGS, INC.

By: 

Name: Ted C Keswetter

Title: President

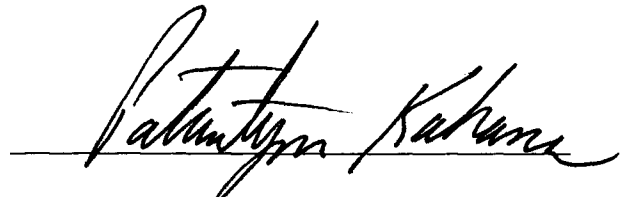
State of New Jersey)
) ss:
County of Union)

On this 7th day of December, 2005, before me Patricia Lynn Kahana
a Notary Public, personally appeared Ted C. Kresenetter,

- ☐ personally known to me, or
☒ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged
to me that he/she executed the same in his/her authorized capacity and that by his/her
signature on the instrument the entity upon behalf of which the person acted, executed
the instrument.

WITNESS my hand and official seal.


Notary Public

**PATRICIALYNN KAHANA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 27, 2009**

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