


Form PTO-1594 (Rev. 11-08)
OMB Collection 0851-0027 (exp. 12/31/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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): MATTEL, INC. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input type="checkbox"/> No Name: <u>VIACOM INTERNATIONAL INC</u> Internal Address: <u>34th Floor</u> Street Address: <u>1515 Broadway</u> City: <u>New York</u> State: <u>New York</u> Country: <u>U.S.A.</u> Zip: <u>10036</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>November 12, 2008</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	
4. Application number(s) or registration number(s) and Identification or description of the Trademark. A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2206408; 2925814; 2783097</u> Additional sheet(s) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <u>SLIME; MUTANT SLIME PIT; SLIME CHAMBER</u>	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>VIACOM INTERNATIONAL INC</u> Internal Address: <u>34th Floor</u> Street Address: <u>1515 BROADWAY</u> City: <u>NEW YORK</u> State: <u>NEW YORK</u> Zip: <u>10036</u> Phone Number: _____ Fax Number: _____ Email Address: <u>trademarks@mtvn.com</u>	6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>300.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: Deposit Account Number <u>50-1543</u> Authorized User Name <u>Matthew Howard</u>
9. Signature:  _____ <div style="display: flex; justify-content: space-between;"> Signature November 26, 2008 </div> <div style="display: flex; justify-content: space-between;"> Matthew Howard Date </div> <div style="display: flex; justify-content: space-between;"> Name of Person Signing <div style="border: 1px solid black; padding: 2px;"> Total number of pages including cover sheet, attachments, and document: 6 </div> </div>	

Documents to be recorded (including cover sheet) should be faxed to (877) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

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TRADEMARK
REEL: 003895 FRAME: 0334

CH \$90.00 501543 2206408

TRADEMARK ASSIGNMENT & LICENSE OPTION AGREEMENT

This trademark assignment and license option agreement (Assignment) by and between MATTEL, INC. ("Assignor") on the one hand, and MTV NETWORKS, a division of Viacom International Inc. (collectively referred to herein as "MTVN") on the other hand is dated as of November 12, 2003 between MTVN and Mattel, Inc. ("Effective Date").

WHEREAS Assignor is the owner of the following trademark Registrations: U.S. #2206408 *SLIME*, #2925814 *MUTANT SLIME PIT*, #2783097 *SLIME CHAMBER* (these Registrations and the U.S. common law trademark rights relating to the "SLIME" trademark are hereafter collectively referred to as the "Trademark"); and

WHEREAS, MTVN and Assignor are desirous of entering into this Assignment to assign to MTVN all rights, title and interest in and to the Trademark; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment:** Subject to the terms of this Agreement, Assignor hereby assigns to MTVN all rights, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, and the right to sue and pursue past, present and future trademark infringement claims that could be asserted by Assignor arising out of or relating to the use or ownership of the Trademark.

4. Further Documents - Assignor agrees to execute any documents that may be required to record the assignment of the Registrations with the United States Patent and Trademark Office, and any other documents reasonably required to record MTVN as the owner of the Mark. It is MTVN's sole responsibility and cost to prepare any such documents that may be necessary to record the assignment of the Registrations. All registration and enforcement activities related to the Trademarks are MTVN's sole responsibility and cost as of the effective date of this Assignment.

5. Representations and Warranties - Assignor warrants and represents that: (i) Assignor has full right, power and authority to enter into this Assignment and to convey the Trademark to MTVN; (ii) those trademark Registrations detailed in the first WHEREAS paragraph constitute the entirety of those active trademark applications and/or Registrations owned by Assignor with respect to the U.S. relating to the SLIME property; (iii) all of Assignor's trademark rights

associated with the Trademark are herein assigned via this Assignment; and (iv) to the best of Assignor's knowledge, all rights in the Trademark are enforceable, valid and subsisting and in full force and effect; and (v) Assignor has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to the Trademark; and (vi) as of the Effective Date, Assignor does not have any active pending litigation filed by third parties alleging that Assignor's Trademark registration infringes the rights of such third party, and is not aware of any third party claims alleging that Assignor's Trademark registration infringes the rights of such third party(s).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below.

MATTEL, INC.

By: Jeffrey Kornhuber

Name: Jeffrey Kornhuber

Title: VP

Date: 11/25/08

MTV NETWORKS, A DIVISION OF VIACOM INTERNATIONAL INC.

By: Michael Battaglia

Name: Michael Battaglia

Title: Vice President

Date: 11/25/08

TRADEMARK

REEL: 003895 FRAME: 0338

**MTV NETWORKS
BUSINESS & LEGAL AFFAIRS
INTELLETUAL PROPERTY
1515 Broadway
New York, NY 10036**

Date: November 26, 2008

To: USPTO – Assignment Services Branch

Fax: (571) 273-0140

From: Matthew Howard

Phone: (212) 846-4243

Fax: (212) 846-1774

Number of Pages: 6 (including cover)

Re: SLIME;
MUTANT SLIME PIT;
SLIME CHAMBER

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