

# 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
Blue Opal Australia Pty. Ltd.		12/14/2009	Propriety Limited: AUSTRALIA
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: 2			
Property Type	Number	Word Mark	
Serial Number:	77490339	PUZZLE IMAGINIFF...	
Registration Number:	2286502	IMAGINIFF...	
CORRESPONDENCE DATA			
Fax Number:	(414)297-4900		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	eschmalz@foley.com		
Correspondent Name:	Eric M. Schmalz		
Address Line 1:	777 E Wisconsin Ave		
Address Line 2:	Foley & Lardner LLP		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	079768-0141		
NAME OF SUBMITTER:	Eric M. Schmalz		
Signature:	/Eric M. Schmalz/		
Date:	02/24/2010		

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TRADEMARK

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REEL: 004155 FRAME: 0361

Total Attachments: 4

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**TRADEMARK ASSIGNMENT**

WHEREAS, one or more of **BLUE OPAL AUSTRALIA PTY. LTD.**, a company organized under the laws of Australia, and **JACK RAYMOND LAWSON** and **ANDREW PETER LAWSON**; each an adult resident of Australia, (collectively and/or individually the "Assignor") is the current owner of record of the trademarks on the attached Schedule A ("Trademarks").

WHEREAS, **Mattel, Inc.**, a Delaware corporation, having its principal place of business at 333 Continental Boulevard, El Segundo, CA 90245 ("Assignee"), desires to acquire the entire right, title and interest in, to and under the said Trademarks and any Registrations and Applications for Registration thereof, together with the goodwill and that portion of the business in connection with which the Trademarks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, transfer, convey and assign to said Assignee the entire right, title and interest in, to and under said Trademarks and any Registrations and Applications for Registration thereof, together with the goodwill and that portion of the business associated with and symbolized by the Trademarks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made. Assignor further agrees to execute any and all documents and do any such further acts that shall be required in order for Assignee to secure such rights.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officers thereunto duly authorized, this 14th day of December, 2009.

**NAME AND SIGNATURE OF ASSIGNOR (BLUE OPAL AUSTRALIA PTY. LTD.)**

NAME: ALEX. J. HORTON SIGNATURE: [Signature] DATE: December 14, 2009

**NAME AND SIGNATURE OF ASSIGNOR (JACK RAYMOND LAWSON)**

NAME: JACK LAWSON SIGNATURE: [Signature] DATE: December 14, 2009

**NAME AND SIGNATURE OF ASSIGNOR (ANDREW PETER LAWSON)**

NAME: ANDREW LAWSON SIGNATURE: [Signature] DATE: December 14, 2009

**NAME AND SIGNATURE OF ASSIGNEE (MATTEL, INC.)**

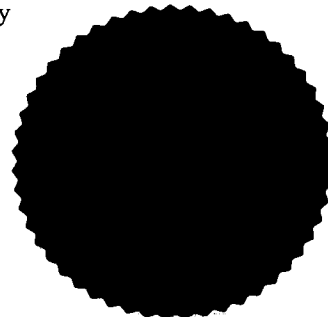
NAME: Donald Aiken SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
Vice President and Assistant General Counsel - Intellectual Property

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CHARLES BERNARD GORE BRETT  
NOTARY PUBLIC  
LEVEL 1, 12 COLLINS STREET  
MELBOURNE, VICTORIA  
AUSTRALIA

1 of 3

[Signature]



**TRADEMARK ASSIGNMENT**

WHEREAS, one or more of **BLUE OPAL AUSTRALIA PTY. LTD.**, a company organized under the laws of Australia, and **JACK RAYMOND LAWSON** and **ANDREW PETER LAWSON**, each an adult resident of Australia, (collectively and/or individually the "Assignor") is the current owner of record of the trademarks on the attached Schedule A ("Trademarks").

WHEREAS, **Mattel, Inc.**, a Delaware corporation, having its principal place of business at 333 Continental Boulevard, El Segundo, CA 90245 ("Assignee"), desires to acquire the entire right, title and interest in, to and under the said Trademarks and any Registrations and Applications for Registration thereof, together with the goodwill and that portion of the business in connection with which the Trademarks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, transfer, convey and assign to said Assignee the entire right, title and interest in, to and under said Trademarks and any Registrations and Applications for Registration thereof, together with the goodwill and that portion of the business associated with and symbolized by the Trademarks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made. Assignor further agrees to execute any and all documents and do any such further acts that shall be required in order for Assignee to secure such rights.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officers thereunto duly authorized, this 14<sup>th</sup> day of December, 2009.

**NAME AND SIGNATURE OF ASSIGNOR (BLUE OPAL AUSTRALIA PTY. LTD.)**

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**NAME AND SIGNATURE OF ASSIGNOR (JACK RAYMOND LAWSON)**

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**NAME AND SIGNATURE OF ASSIGNOR (ANDREW PETER LAWSON)**

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**NAME AND SIGNATURE OF ASSIGNEE (MATTEL, INC.)**

NAME: Donald Aiken SIGNATURE: Donald B. Aiken DATE: 11-12-09  
Vice President and Assistant General Counsel - Intellectual Property

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA )

COUNTY OF LOS ANGELES )

On November 12, 2009 before me, Marnie Lynn Bravo, Notary Public,  
(DATE) (NAME, TITLE OF THE OFFICE)personally appeared Donald Aiken,  
(NAME OF SIGNER)

who 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marnie Lynn Bravo  
Signature Of Notary Public

**OPTIONAL**

*Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**Signer's Name: Donald Aiken

☐ Individual  
☒ Corporate Officer VP  
Title

☐ Partner(s) ☐ Limited  
☐ General

☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other: \_\_\_\_\_

Signer is representing: Mattel, Inc.**DESCRIPTION OF ATTACHED DOCUMENT**Trademark Assignment

Title Or Type Of Document

1

Number Of Pages

November 12, 2009

Date Of Document

Blue Opal, Jack Lawson, Andrew Lawson

Signer(s) Other Than Named Above

SCHEDULE A

A. U.S. Trademark Applications

- i. PUZZLE IMAGINIFF..., U.S. Application No. 77/490,339, Class 28, owned by Blue Opal Australia Pty. Ltd..

B. U.S. Trademark Registrations

- i. IMAGINIFF..., U.S. Registration No. 2,286,502, Class 28, owned by Blue Opal Australia Pty. Ltd..

C. Pending Foreign Trademark Applications

- i. IMAGINIFF, Australian Application No. 1,279,881, Class 28, owned by Jack Raymond Lawson and Andrew Peter Lawson.

D. Foreign Trademark Registrations

- i. IMMAGINIFF..., Australian Registration No. 748,427, Class 28, owned by Jack Raymond Lawson and Andrew Peter Lawson.
- ii. IMAGINIF, United Kingdom Registration No. 2,450,163, Class 28, owned by Jack Raymond Lawson and Andrew Peter Lawson.