Form PTO-1594
1-31-92

05-01-2000

101339118

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner original documents or copy thereof.

1. Name of conveying party(ies): Hasbro, Inc.

__ Individuals
__ General Partnership
✓ Corporation-State of Rhode Island
__ Other
__ Association
__ Limited Partnership

Additional name(s) of conveying party(ies) attached? __ Yes __ No

2. Name and address of receiving party(ies):

Name: GEOFFREY, INC.

Internal Address:

Street Address: 461 From Road

City: Paramus State: New Jersey ZIP: 07652

__ Individual(s) citizenship
__ Association
__ General Partnership
__ Limited Partnership
✓ Corporation- State of Delaware
__ Other

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)
Additional name(s) & address(es) attached? __ Yes __ No

3. Nature of conveyance:

✓ Assignment
__ Security Agreement
__ Other
__ Merger
__ Change of Name

Execution Date:

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Trademark Registration No.(s) 1,221,028

Additional numbers attached? __ Yes __ No

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

Name: Victoria Branche

Internal Address:

Street Address: Geoffrey, Inc.
461 From Road

City: Paramus State: NJ ZIP: 07652

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):$
✓ Enclosed
__ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Victoria Branche — Name of Person Signing
Victoria Branche — Signature
4/5/00 — Date

Total number of pages comprising cover sheet: 4

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT

WHEREAS, HASBRO. INC., having its principle place of business at 1027 Newport Avenue, Pawtucket, Rhode Island 02862 has adopted and used the trademark JESSIE for dolls and such mark is now registered in the United States Patent and Trademark Office under U.S. Registration No. 1,221,028; and

WHEREAS, GEOFFREY, INC., having its principal place of business at 461 From Road, Paramus, New Jersey 07652 is desirous of acquiring the entire right, title and interest in and to said registered mark and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business symbolized by such mark;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, HASBRO, INC., does hereby assign to GEOFFREY, INC. all of its right, title and interest in and to the mark JESSIE for dolls together with U.S. Registration No. 1,221,028 and any renewals and extensions that may be granted thereon together with the goodwill of the business symbolized by such mark and any right to recover for past infringement thereof.

HASBRO, INC.

By: _____

Name: Barry Nagler

Title: Senior Vice President

Date: March 15, 2000

State of Rhode Island)
) SS:
County of Providence)

On this 15th day of March, 2000, before me, the undersigned Notary Public, personally appeared Barry Nagler, who acknowledged himself/herself to be the Senior Vice President of HASBRO, INC., and that he/she, as Senior Vice President, being authorized to do so, executed the foregoing Assignment on behalf of HASBRO, INC.

_____
Notary Public
PAUL N. VANASSE
NOTARY PUBLIC
My Commission Expires June 25, 2001

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK is made as of the 15th day of March, 2000 by and between HASBRO, INC., having its principal place of business at 1027 Newport Avenue, Pawtucket, Rhode Island 02862 (the "Assignor") and GEOFFREY, INC., having its principal place of business at 461 From Road, Paramus, New Jersey 07652 (the "Assignee").

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the mark JESSIE and U.S. Registration No 1,221,028 for use in connection with dolls (the "Mark"); and

WHEREAS, Assignee desires to acquire Assignor's entire, right, title and interest in and to the Mark, the registration therefore and the goodwill associated therewith.

NOW, THEREFORE, the Assignor and Assignee agree as follows:

1. For the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, Assignor hereby grants and assigns to Assignee all of Assignor's right, title and interest in and to the Mark, the registration therefore, and any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith and any right to recover for past infringements thereof.

2. Assignor represents and warrants that to the best of its knowledge and belief (a) it is the sole and exclusive owner of the Mark and the registration therefore; (b) the federal registration of the Mark is valid and subsisting; (c) the Mark does not infringe the intellectual property rights of any third party; and (d) there are no claims, judgments, or settlements to be paid by Assignor or pending claims or litigation relating to the Mark.

3. Assignor agrees that it will, at no further charge to Assignor, execute an assignment in the form annexed hereto and any other documents, papers, forms and authorizations which may be required by Assignee to effectuate this Agreement or record the assignment of the Mark with the U.S. Patent and Trademark Office.

4. This Assignment of Trademark represents the entire understanding of the parties with respect to the Mark and may not be modified except by a further written

instrument signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademark to be executed as of the day and year first written above.

GEOFFREY, INC.

By: Peter W. Weiss

Name: Peter W. Weiss

Title: Director; Secretary

HASBRO, INC

By: Barry Nagler

Name: Barry Nagler

Title Senior Vice President