Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Fleet National Bank, as Agent

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☐ Other

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

2. Name and address of receiving party(ies) (see addendum)

Name: Hasbro, Inc.
Internal Address:
Street Address: 1027 Newport Avenue
City: PAWTUCKET State: RI Zip: 02861

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☑ Corporation-State RHODE ISLAND
☐ 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 ☐ Merger
☐ Security Agreement ☐ Change of Name
☑ Other Termination and Release of Security Interest in Trademarks

Execution Date: 11/14/2003

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

A. Trademark Application No.(s) 76/370,925

B. Trademark Registration No.(s) see attached Schedule A

Additional number(s) attached ☑ Yes ☐ No

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

Name: Andrew Nash
Internal Address:
Bingham McCutchen LLP
Street Address: 150 Federal Street
City: BOSTON State: MA Zip: 02110

6. Total number of applications and registrations involved: 85

7. Total fee (37 CFR 3.41) $ $2,140.00

☑ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

OP $2140.00 76370925

DO NOT USE THIS SPACE

9. Signature.

ANDREW NASH — Name of Person Signing
Andrew Nash — Signature
December 15, 2003 — Date

Total number of pages including cover sheet, attachments, and document: 17

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

700056811

ADDENDUM TO FORM OF RECORDATION COVER SHEET
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ITEM 2:
ADDITIONAL NAME (S) & ADDRESS (ES) ATTACHED

WIZARDS OF THE COAST, INC., a WASHINGTON CORPORATION
1801 LIND AVENUE, S.W.
RENTON, WASHINGTON 98055

ODDZON, INC., a DELAWARE CORPORATION
1027 NEWPORT AVENUE
PAWTUCKET, RHODE ISLAND 02861

Schedule A

Trademarks and Trademark Registrations

Trademark or Service Mark	Registrations – United States Patent and Trademark Office	
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Yahtzee	2,041,157	2/25/97
Yahtzee Jackpot	2,439,435	3/27/01

Trademark Or Service Mark	Applications – United States Patent and Trademark Office	
	Application No.	Application Date
Mr. Potato Head	76/370,925	11/29/01

12/05/2003
700055519

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- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [ ] Other

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Internal Address:

Street Address: 1027 Newport Avenue

City: PAWTUCKET State: RI Zip: 02861

- [ ] Individual(s) citizenship
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(Designations must be a separate document from assignment)
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ANDREW NASH
Name of Person Signing

Andrew Nash
Signature

December 5, 2003
Date

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Washington, D.C. 20231

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1027 NEWPORT AVENUE
PAWTUCKET, RHODE ISLAND 02861

BUSDOCS:1274331.1

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE dated as of November 14, 2003, from Fleet National Bank, a national banking association located at 100 Federal Street, Boston, MA 02110, as agent (the "Agent") for itself and the other lending institutions (the "Banks") which are parties to the Credit Agreement (as hereinafter defined), to Hasbro, Inc., a Rhode Island corporation located at 1027 Newport Avenue, Pawtucket, Rhode Island 02861 (the "Company"), Wizards of the Coast, Inc., a Washington corporation located at 1801 Lind Ave SW, Renton, Washington 98055 ("Wizards") and OddzOn, Inc., a Delaware corporation located at 1027 Newport Avenue, Pawtucket, Rhode Island 02861 ("OddzOn", and together with Wizards, the "Subsidiaries", and collectively with the Company, the "Grantors", and each individually a "Grantor"). Capitalized terms used herein without definition are used as defined in the Amended and Restated Revolving Credit Agreement, dated as of February 16, 2001, among the Company, Hasbro SA, the Banks and the Agent, as amended and restated by the Second Amended and Restated Revolving Credit Agreement, dated as of March 19, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), and the Security Agreements (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain (i) Trademark Security Agreement, dated as of February 16, 2001 (the "Trademark Security Agreement"), made by the Grantors in favor of the Agent, (ii) Amended and Restated Trademark Security Agreement, dated as of March 19, 2002, (as amended, supplemented or otherwise modified from time to time, the "Amended and Restated Trademark Security Agreement"), made by the Grantors in favor of the Agent, (iii) Amended and Restated Security Agreement, dated as of February 16, 2001, made by the Company in favor of the Agent, as amended and restated by the Second Amended and Restated Security Agreement, dated as of March 19, 2002 (as amended, supplemented or otherwise modified from time to time, the "Company Security Agreement") and (iv) Amended and Restated Security Agreement, dated as of February 16, 2001, made by the Subsidiaries in favor of the Agent, as amended and restated by the Second Amended and Restated Security Agreement, dated as of March 19, 2002 (as amended, supplemented or otherwise modified from time to time, the "Subsidiary Security Agreement", and together with the Trademark Security Agreement, the Amended and Restated Trademark Security Agreement and the Company Security Agreement, the "Security Agreements") a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain Pledged Trademarks (as hereinafter defined); and

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on February 27, 2001, at Reel 002235, Frame 0177; and

WHEREAS, the Amended and Restated Trademark Security Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on April 8, 2002, at Reel 002529, Frame 0762; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Pledged Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Pledged Trademarks: The term "Pledged Trademarks," as used herein, shall mean all of each of the Grantors' right, title and interest in and to, all accessions to, substitutions for, replacements of, and all products and proceeds of any of the following:

(a) Trademarks. All of each Grantor's right, title and interest in the U.S. trademarks (and any U.S. registrations and U.S. applications thereof) owned by such Grantor in its own name (except for "intent of use" applications for trademark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed), used on products or services relating exclusively to the brands Action Man, Monopoly, Mr. Potato Head, Tonka, Lincoln Logs, Playskool, Yahtzee, Clue and GI Joe (collectively, the "Identified Brands") (but with respect to the Playskool brand, only U.S. trademarks (including without limitation U.S. applications and U.S. registrations thereof) (except for "intent to use" applications for trademark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed), in each case that did not arise from a particular product), that (i) are set forth on Schedule A hereto, or (ii) are in the future owned and used by such Grantor in connection with such Grantor's business or with such Grantor's products and services (in each case relating exclusively to the Identified Brands).

(b) Trademark License Rights. All of each of the Grantor's rights in all written licensing agreements from such Grantor to any unaffiliated person to the extent that such agreement grants such person rights to use or license any Trademarks owned by such Grantor in its own name including the right (but not the obligation) in the name of such Grantor to enforce, and sue and recover for, any breach or violation of any such agreement to which such Grantor is a party, subject, in each case, to the terms of

such licensing agreements, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter covered by such license agreements.

(c) Trademark Rights. Each Grantor's rights in and to the Trademarks owned by such Grantor in its own name whether arising under federal law or common law, including the following: the right (but not the obligation) to register claims under federal trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of such Grantor for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

(d) Associated Goodwill. All goodwill of any of the Grantors and their business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Pledged Trademarks, and any right, title or interest of the Agent in such Pledged Trademarks shall hereby cease and become void.

3. Further Assurances: The Agent shall execute and deliver to the Company all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

* * *

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Schedule A

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Mr. Potato Head	76/370,925	11/29/01

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

FLEET NATIONAL BANK,
as Agent

By: _____
Name: Kenneth S. Struglia
Title: Director

[Termination and Release of Security Interest in Trademarks Signature Page]

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Massachusetts)
) ss.
COUNTY OF Suffolk)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 14th day of November, 2003, personally appeared Kenneth S. Struglia to me known personally, and who, being by me duly sworn, deposes and says that he is the Director of Fleet National Bank and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Director acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My commission expires:

(AFFIX SEAL BELOW)

LUZ N. ADORNO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 3, 2006

[Termination and Release of Security Interest in Trademarks Notarization Page]