

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
POUND PUPPIES, INC.		06/01/2009	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	HASBRO, INC.		
Street Address:	1027 Newport Avenue		
City:	Pawtucket		
State/Country:	RHODE ISLAND		
Postal Code:	02862		
Entity Type:	CORPORATION: RHODE ISLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77397253	POUND PUR-R-RIES	
Registration Number:	3420971	BACK PACK PUPS	
Registration Number:	1366800	POUND PUPPIES	
Registration Number:	3346046	POUND PUPPIES	
Registration Number:	3346047	POUND PUPPIES NEWBORNS	
Registration Number:	3363634	PP	
CORRESPONDENCE DATA			
Fax Number:	(401)709-6448		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	401-727-5530		
Email:	pvanasse@hasbro.com		
Correspondent Name:	Paul N. Vanasse		
Address Line 1:	1027 Newport Avenue		
Address Line 4:	Pawtucket, RHODE ISLAND 02862		
NAME OF SUBMITTER:	Paul N. Vanasse		

CH \$165.00 77397253

900135970

TRADEMARK
REEL: 004003 FRAME: 0570

Signature:	/Paul N. Vanasse/
Date:	06/10/2009
Total Attachments: 4 source=POUND PUPPIES TM ASSIGNMENT#page1.tif source=POUND PUPPIES TM ASSIGNMENT#page2.tif source=POUND PUPPIES TM ASSIGNMENT#page3.tif source=POUND PUPPIES TM ASSIGNMENT#page4.tif	

ASSIGNMENT OF TRADEMARKS

UNITED STATES

Assignment of Trademarks (the "Assignment") dated as of this 1st day of JUNE, 2009 between Pound Puppies, Inc., an Ohio corporation (the "Assignor") located and doing business at 2420 Lyndale Road, Fernandina Beach, Florida and Hasbro, Inc., a Rhode Island corporation located and doing business at 1027 Newport Avenue, Pawtucket, Rhode Island (the "Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement dated JUNE 1, 2009 by and among Assignee and Assignor and certain other parties (the "Purchase Agreement"), Assignor agreed to sell, convey, assign, transfer and deliver to Assignee its entire right, title and interest in and to all of the Assets, Intellectual Property, rights, claims and Contracts related to, associated with, known as, or used or useful in connection with the Pound Puppies Property, of every kind, nature, character and description, tangible and intangible, immovable, movable or mixed, wherever located, except only those Assets specifically designated in the Purchase Agreement as Excluded Assets and for Non-Transferable Assets.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

DEFINITIONS

Capitalized terms used herein shall have the meaning given to them in the Purchase Agreement.

TRADEMARKS

- (1) Assignment. Assignor hereby grants, sells, conveys, assigns, transfers, delivers and relinquishes exclusively to Assignee, free and clear of all Liens, all right, title and interest in and to Trademarks relating to, associated with, embodied in, constituting any part of, or used or useful in connection with the Pound Puppies Property, including those listed on Schedule 1 attached hereto and incorporated herein by reference, together with the goodwill of the business(es) that is/are symbolized by the Trademarks and the portion of the Assignor's business that is associated with the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and pursue any and all other remedies, for past, present or future infringements, violations or unauthorized use thereof, all in Assignee's sole name.
- (2) Power of Attorney. Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth in the preceding paragraph, and from time to time to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its

TRADEMARK

REEL: 004003 FRAME: 0572

successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Trademarks and to defend and compromise any and all actions, suits, and proceedings with respect to any of the Trademarks and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable, Assignor hereby declaring the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

- (3) Further Assurances. Upon the request of Assignee or in case for any reason the power of attorney set forth herein is insufficient to effect the assignment set forth above or effect any other purpose set forth herein, Assignor agrees for itself and its successors, representatives and assigns, to cooperate with Assignee in any action Assignee reasonably requests that Assignor take, in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the prompt execution of any instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, assignments and other documents and the taking of any actions that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks or with domain name registrars.

GENERAL

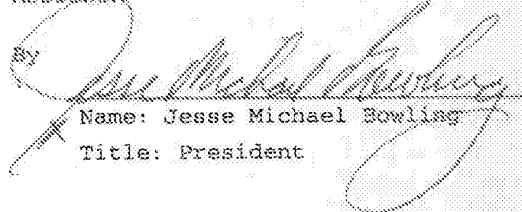
- (1) Entire Agreement. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties. Neither the making nor the acceptance of this Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement including, without limitation, the representations and warranties and other provisions thereof.
- (2) Assignment. Assignee may freely assign this Assignment, as well as its rights hereunder, in whole or in part, to any third party. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.
- (3) Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of New York, without regard to principles of conflicts of law.
- (4) Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

- (5) Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (6) Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS WHEREOF the parties have executed this Agreement on this day of JUNE, 2009.

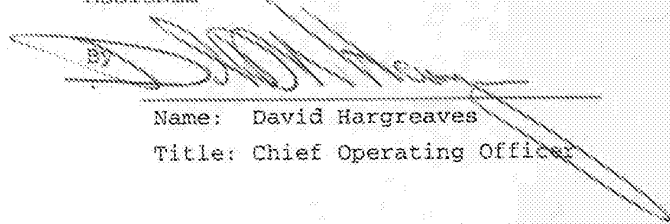
FOUND PUPPIES, INC.

ASSIGNOR

BY 
Name: Jesse Michael Bowling
Title: President

HARBRO, INC.

ASSIGNEE

BY 
Name: David Hargreaves
Title: Chief Operating Officer

SCHEDULE 1

UNITED STATES

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
BACK PACK PUPS	3,420,971	4/29/2008
POUND PUPPIES	1,366,800	10/22/1985
POUND PUPPIES & DESIGN	3,346,046	11/27/2007
POUND PUPPIES NEWBORNS (Stylized and/or with design)	3,346,047	11/27/2007
PP & DESIGN	3,363,634	1/1/2008

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>FILE DATE</u>
POUND PUR-R-RIES	77/397,253	2/14/2008