

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM487831

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	06/04/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hasbro, Inc.		08/13/2018	Corporation: RHODE ISLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rudell Design, LLC		
<b>Street Address:</b>	2020 Del Amo Blvd., Suite 200		
<b>City:</b>	Torrance		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90501		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1291346	UPWORDS	
<b>Registration Number:</b>	4437153	UPWORDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3103944477		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3104510647		
<b>Email:</b>	tmk@cislo.com		
<b>Correspondent Name:</b>	Daniel M. Cislo, Esq.		
<b>Address Line 1:</b>	12100 Wilshire Blvd., Suite 1700		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90025-7103		
<b>NAME OF SUBMITTER:</b>	Daniel M. Cislo, Esq.		
<b>SIGNATURE:</b>	/Daniel M. Cislo/		
<b>DATE SIGNED:</b>	08/28/2018		
<b>Total Attachments: 5</b>			
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### Assignment (Nunc Pro Tunc)

WHEREAS, Hasbro, Inc., a Rhode Island corporation with an address of 1027 Newport Avenue, Pawtucket, Rhode Island 02862 ("Assignor") is the owner of Intellectual Property including a copyright and trademarks;

WHEREAS, Assignor's copyright (VA 128-107) includes its original work of authorship fixed in a tangible medium of expression (hereinafter termed Work), namely a cover label, plastic game board unit, and instructions;

WHEREAS, Assignor's trademarks include the following trademark registrations in connection with a business and it owns all right, title, and interest in and to the business, the good will, and the registrations and concerning these marks (hereinafter, the "Marks") in connection with the various goods stated in the registrations:

Mark	Ser. No./Filing Date	Reg. No./Reg. Date
UPWORDS (US)	73/442,718 9/06/1983	1,291,346 8/21/1984
UPWORDS (US)	85/568,662 3/13/2012	4,437,153 11/19/2013
PALABRAS ARRIBA & DESIGN (UPWORDS) (Mexico)	892976 10/31/2007	1020316 1/21/2008
PALABRAS ARRIBA & DESIGN 2 (UPWORDS) (Mexico)	1075796 3/19/2010	1160042 5/25/2010
PALABRAS ARRIBA & DESIGN 3 (UPWORDS) (Mexico)	847763 4/11/2007	989128 6/22/2007
PALABRAS ARRIBA (UPWORDS) (Argentina)	2899508 3/10/2009	2456874 8/19/2011
PALABRAS ARRIBA (UPWORDS) (Colombia)	10/089568 7/22/2010	414598 12/17/2010
PALABRAS ARRIBA (UPWORDS) (Peru)	401717-2009 10/06/2009	P00160858 2/01/2010
PALABRAS ARRIBA (UPWORDS) (Spain)	1963563 MX 5/08/1995	1963563 MX 11/03/1995
STAPELWOORD (UPWORDS) (Benelux)	843740 3/06/1995	R 568971 3/06/1995
UPWORDS (Argentina)	2957519 11/06/2009	2515904 7/23/2012
UPWORDS (Australia)	398456 10/14/1983	398456 10/14/1983
UPWORDS (Canada)	501214 3/31/1983	TMA296513 10/26/1984
UPWORDS (China)	7350322 4/24/2009	7350322 12/07/2010
UPWORDS (Class 28) (Brazil)	829411402 11/13/2007	829411402 1/19/2010

UPWORDS (Class 9) (Brazil)	830322353 8/05/2009	830322353 8/21/2012
UPWORDS (Class 28) (Russia)	2009717210 7/17/2009	413401 7/12/2010
UPWORDS (Class 9) (Russia)	2009707872 4/14/2009	406038 4/12/2010
UPWORDS (Colombia)	10/089555 7/22/2010	414589 12/17/2010
UPWORDS (EU)	8205197 4/07/2009	8205197 11/22/2009
UPWORDS (Hong Kong)	300856080 4/20/2007	300856080 4/20/2007
UPWORDS (in Cyrillic) (Russia)	2009717207 7/17/2009	414193 7/17/2009
UPWORDS (India)	1542165 3/21/2007	1542165 3/21/2007
UPWORDS (Indonesia)	D002007023405 7/18/2007	189764 1/09/2009
UPWORDS (Japan)	S60-000879 1/09/1985	1990028 10/27/1987
UPWORDS (Malaysia)	08017427 8/29/2008	08017427 4/30/2010
UPWORDS (Mexico)	1025409 8/07/2009	1119646 9/07/2009
UPWORDS (New Zealand)	709177 3/08/2004	709177 9/09/2004
UPWORDS (Norway)	200907739 8/03/2009	252902 10/08/2009
UPWORDS (Peru)	401162-2009 9/30/2009	P00160242 1/11/2010
UPWORDS (Singapore)	T0707386E 4/05/2007	T0707386E 4/05/2007
UPWORDS (South Korea)	40-2007-0030694 6/08/2007	4007481950000 5/28/2008
UPWORDS (Taiwan)	096018539 4/23/2007	01290381 12/01/2007
UPWORDS (Thailand)	663642 6/11/2007	274410 6/11/2007
UPWORDS (UK)	B1219131 5/21/1984	B1219131 5/21/1984
UPWORDS DESIGN (Spain)	1973092 6/23/1995	1973092 1/05/1996
UPWORDS KELIMELE (Turkey)	YÜKSELEN 99/015149 9/16/1999	99 015149 8/09/2000

WHEREAS, pursuant to and as set forth in the Termination and Assignment Agreement between Assignor and Assignee dated June 4, 2018, Assignor is assigning the Work in and to any copyrights arising and/or granted in the United States and foreign countries and the Marks in the aforementioned trademark registrations to which the Marks pertain along with the good will thereof; and

WHEREAS, Rudell Design, LLC a California limited liability company with an address of 2020 Del Amo Blvd., Suite 200, Torrance, California 90501 ("Assignee") is desirous of acquiring Assignor's entire right, title, and interest in and to the Works and in and to any copyrights thereon arising or granted in the United States and foreign countries, the Marks, and the goodwill symbolized thereby, and the aforementioned registrations therefore;


NOW, THEREFORE, for good and valuable consideration, received by Assignor from Assignee, the receipt and sufficiency of which is acknowledged by Assignor,

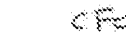
Assignor does hereby sell, assign, transfer, and convey unto Assignee, nunc pro tunc effective as of June 4, 2018, the entire right, title, and interest in and to the Works and in and to any and all copyrights on the Works that may arise or may be granted in the United States and any foreign country, and including each and every derivative Work arising from the Works; and its entire right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the above-identified registrations for the Marks.

IN WITNESS WHEREOF, the Assignor has executed and delivered this instrument this 4<sup>th</sup> day of June, 2018.

HASBRO, INC.

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Name)

  
\_\_\_\_\_  
(Officer Title)

State of Rhode Island  
County of Providence

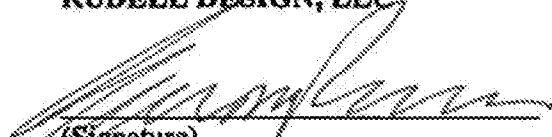
On August 13, 2018 before me, Deborah Thomas, CFP  
(insert name and title of the officer)

Personally appeared Deborah Thomas,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I  
certify under PENALTY OF PERJURY under the laws of the State of Rhode Island that  
the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Yvette S. Marshall (Seal)  
YVETTE S. MARSHALL

And the Assignee has executed and delivered this instrument this 4th day of June, 2018.

**RUDELL DESIGN, LLC**

  
(Signature)

ELLIOT A. RUDELL  
(Name)

PRESIDENT/GEN MGR  
(Officer Title)

STATE OF CALIFORNIA )

) ss.

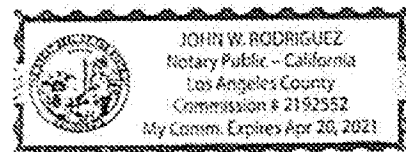
COUNTY OF LOS ANGELES )

On August 27, 2018, before me, John W. Rodriguez,  
the undersigned, a Notary Public in and for said State, personally appeared  
Elliot A. Rudell,  
personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose  
name is/are subscribed to the within instrument and acknowledged that he/she/they executed the same.

WITNESS my hand and official seal.

[SEAL]

  
Signature



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