

900461514 08/08/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HASBRO, INC.		05/11/2018	Corporation:
RECEIVING PARTY DATA			
Name:	AGELESS INNOVATION, LLC		
Street Address:	161 Exchange Street		
Internal Address:	Suite 2A		
City:	Pawtucket		
State/Country:	RHODE ISLAND		
Postal Code:	02860		
Entity Type:	Limited Liability Company: Rhode Island		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87382406	AGELESS PLAY	
Serial Number:	86688242	COMPANION PETS	
Serial Number:	87725885	JOY FOR ALL	
Serial Number:	86687704	WHY SHOULD KIDS HAVE ALL THE FUN?	
CORRESPONDENCE DATA			
Fax Number:	4017275185		
<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>			
Email:	trademarks@hasbro.com		
Correspondent Name:	SARA BECCIA		
Address Line 1:	1027 NEWPORT AVE		
Address Line 4:	PAWTUCKET, RHODE ISLAND 02861		
ATTORNEY DOCKET NUMBER:	JOYFORALL		
NAME OF SUBMITTER:	Sara Beccia		
SIGNATURE:	/Sara Beccia/		
DATE SIGNED:	08/08/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, effective as of the date of execution, is by and between HASBRO, INC., a corporation incorporated under the Laws of the State of Rhode Island (hereinafter referred to as ASSIGNOR) and AGELESS INNOVATION, LLC, a limited liability company organized and existing under the laws of the State of Rhode Island, U.S.A. (hereinafter referred to as ASSIGNEE).

WHEREAS, ASSIGNOR and ASSIGNEE are parties to a certain Asset Purchase Agreement whereby ASSIGNOR desires to sell and ASSIGNEE desires to purchase certain assets as described and defined within such Asset Purchase Agreement;

WHEREAS, ASSIGNOR is the owner of all right, title and interest in and to the trademarks identified on Schedule A, including all common law rights and all trademark registrations and applications relating to such trademarks, together with the goodwill related thereto (the "TRADEMARKS"), provided that, with respect to the United States intent-to-use trademark application set forth in Schedule A, the transfer of such application accompanies, pursuant to the Asset Purchase Agreement, the transfer of that portion of the Seller's business to which the trademark pertains, and that business in ongoing and existing; and

WHEREAS, ASSIGNEE desires to acquire, and ASSIGNOR desires to transfer, the entire right, title and interest in and to the TRADEMARKS, together with all of the goodwill of the business associated with said TRADEMARKS.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby assign, transfer and convey ASSIGNEE all right, title and interest in and to the TRADEMARKS, the

trademark registrations and applications for registration therefor, the right to sue and recover for past infringement of said TRADEMARKS and all of the goodwill associated with said TRADEMARKS, free and clear of any liens or encumbrances of whatever nature. ASSIGNOR hereby agrees and warrants that it shall cooperate with ASSIGNEE and execute such further documents and do such further acts as ASSIGNEE may reasonably request from time to time, in order to perfect this Assignment and cause ASSIGNEE'S ownership of the said TRADEMARKS to be duly recorded against all of the TRADEMARKS worldwide.

HASBRO, INC.

Deborah Thomas

Name: Deborah Thomas

Title: CFO

Date: May 11, 2018

AGELESS INNOVATION, LLC

Name: _____

Title: _____

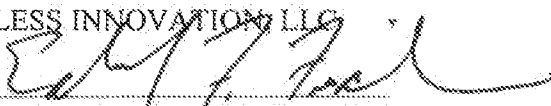
Date: May 11, 2018

trademark registrations and applications for registration therefor, the right to sue and recover for past infringement of said TRADEMARKS and all of the goodwill associated with said TRADEMARKS, free and clear of any liens or encumbrances of whatever nature. ASSIGNOR hereby agrees and warrants that it shall cooperate with ASSIGNEE and execute such further documents and do such further acts as ASSIGNEE may reasonably request from time to time, in order to perfect this Assignment and cause ASSIGNEE'S ownership of the said TRADEMARKS to be duly recorded against all of the TRADEMARKS worldwide.

HASBRO, INC.

.....
Name: _____
Title: _____
Date: _____

AGELESS INNOVATION, LLC


Name: Edward F. Fischer
Title: CEO
Date: May 11, 2018

**Trademark Assignment
Schedule A**

Trademark Applications and Registrations

Country	Mark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
Canada	AGELESS PLAY	Pending	1828990	3/23/2017		
United States	AGELESS PLAY	Allowed	87382406	3/23/2017		
Canada	COMPANION PETS	Registered	1736648	7/9/2015	990361	2/8/2018
United States	COMPANION PETS	Registered	86688242	7/9/2015	5009353	7/26/2016
Canada	JOY FOR ALL	Pending	1873798	12/19/2017		
United States	JOY FOR ALL	Published	87725885	12/19/2017		
Canada	WHY SHOULD KIDS HAVE ALL THE FUN?	Allowed	1736647	7/9/2015		
United States	WHY SHOULD KIDS HAVE ALL THE FUN?	Registered	86687704	7/9/2015	5009351	7/26/2016

Unregistered Common Law Trademarks

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