

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paul Frank Industries LLC		06/12/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	SCG Characters LLC		
Street Address:	10100 Santa Monica Blvd., Suite 500		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4597744	JULIUS JR.	
Registration Number:	4585054	JULIUS JR.	
Registration Number:	4846342	JULIUS JR.	
Registration Number:	4871104		
Registration Number:	4735854		
Registration Number:	4867467		
CORRESPONDENCE DATA			
Fax Number:	4017275089		
<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>			
Phone:	401-727-5185		
Email:	trademarks@hasbro.com		
Correspondent Name:	SCG Characters LLC		
Address Line 1:	1027 Newport Avenue		
Address Line 4:	Pawtucket, RHODE ISLAND 02861		
ATTORNEY DOCKET NUMBER:	SABAN		
NAME OF SUBMITTER:	Sara Beccia		
SIGNATURE:	/Sara Beccia/		
DATE SIGNED:	07/28/2020		

CH \$165.00 4597744

Total Attachments: 8

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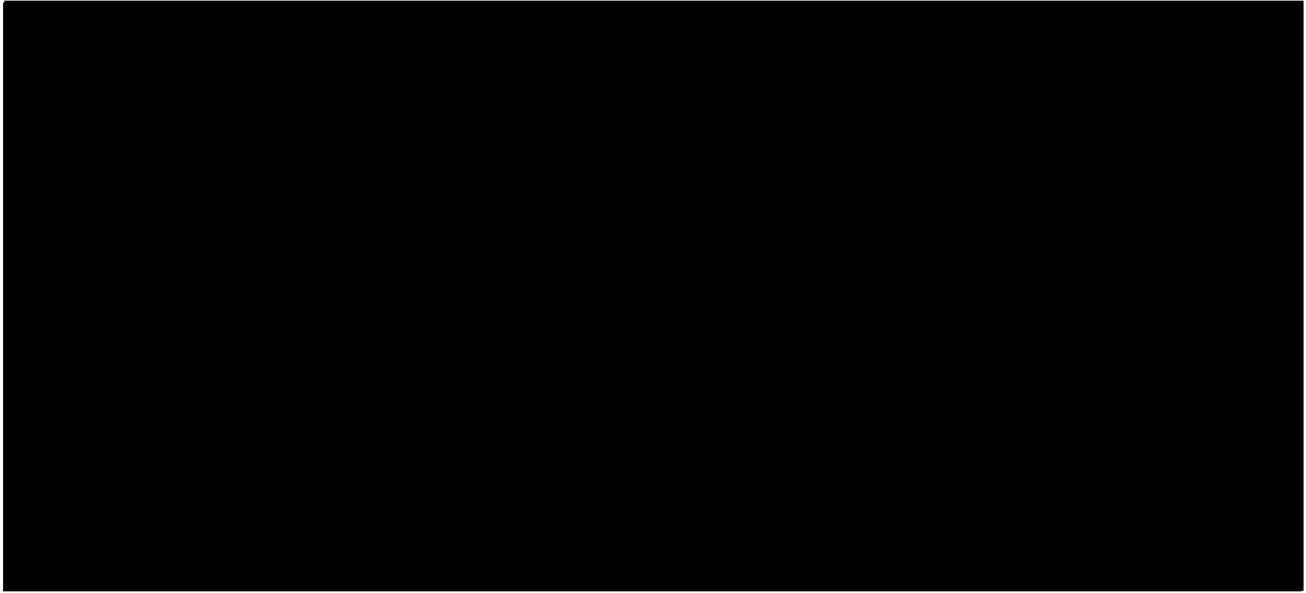
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into on June 8, 2018, and shall become effective as of June 12, 2018 (the "Effective Date"), by and between Paul Frank Industries LLC, a limited liability company organized and existing under the laws of the State of Delaware, with an address of 10100 Santa Monica Blvd., Suite 500, Los Angeles, California 90067 ("Assignor") and SCG Characters LLC, a limited liability company organized and existing under the laws of the State of Delaware, with an address of 10100 Santa Monica Blvd., Suite 500, Los Angeles, California 90067 ("Assignee"). Collectively, Assignor and Assignee are referred to herein as the "Parties."

WHEREAS, Saban Properties LLC ("Saban Properties") and Hasbro, Inc. ("Hasbro") are parties to that certain Membership Interest Purchase Agreement, dated as of April 27, 2018 (the "MIPA"), pursuant to which, among other things, Saban Properties agreed to sell to Hasbro, all of Saban Properties' rights in, and title to the Interests, in consideration of certain payments by Hasbro, all on the terms and subject to the conditions set forth in the MIPA; and

WHEREAS, the Parties have determined that the following should be transferred from Assignor to Assignee as of the Effective Date:

(i)

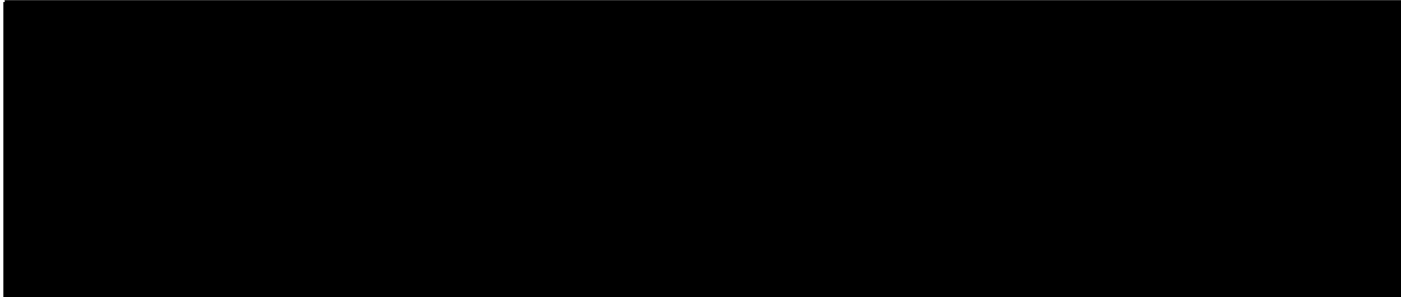
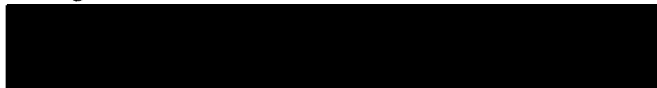


(ii)

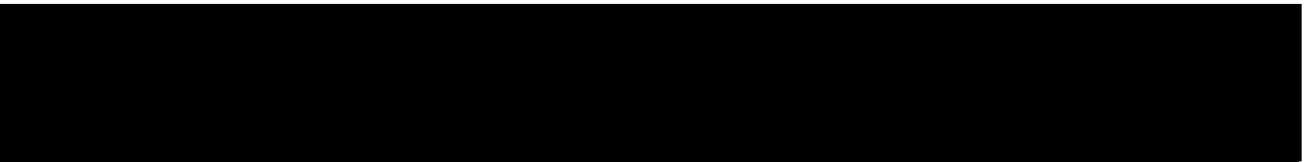
(iii)

(iv) The trademark applications and registrations set forth on Exhibit A-2 and the common law right to use the marks shown in Exhibit A-2, Assignee's rights to which are limited to use in connection with the Episode Exploitation Rights solely in International Classes 9, 28, and 41 and solely in territories outside of Hong Kong, Macau and China.

(v)



(vi)



NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1.1 Assignment of IP. Subject to the terms and conditions set forth herein, Assignor hereby assigns to Assignee all right, title, and interest in and to the IP, together with that part of the good will of the business connected with the use of and symbolized by the IP.

1.3 Release of Assignor. Assignor shall be released from all burdens, obligations and liabilities arising under the Assigned Exploitation Agreements after the Effective Date hereof.

1.4 Representations and Warranties. Assignee acknowledges and agrees that no representations, warranties, covenants and indemnities are contained herein, and the sole and exclusive source of representations, warranties, covenants and indemnities are contained in the MIPA.

1.5 Entire Agreement; Modification; Waiver. This Agreement set forth the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous written and oral negotiations, discussions, understandings and agreements pertaining to such subject matter. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by all of the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, any waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

1.6 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to confer upon or give to any Person other than the Parties hereto and their successors and permitted assigns any rights or remedies under or by reason of this Agreement.

1.7 MIPA Controls. Nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of any party set forth in the MIPA. In the event that a provision of this Agreement is inconsistent with, conflicts with or contradicts any term of the MIPA, the terms of the MIPA shall prevail.

1.8 Severability. If any provision of the Agreement is held to be invalid or unenforceable at Law, that provision will be reformed as a valid provision to reflect as closely as possible the original provision giving maximum effect to the intent of the Parties, or if that cannot be done, will be severed from the Agreement without affecting the validity or enforceability of the remaining provisions.

1.9 Construction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California as applied to agreements among California residents, made and to be performed entirely within the State of California.

1.10 Interpretation. The words "include," "includes" and "including," when used herein, shall be deemed in each case to be followed by the words "without limitation."

1.11 Counterparts; Deliveries. This Agreement may be executed in counterparts (and by email and/or facsimile signatures), each of which shall be deemed an original but all of which shall constitute one and the same agreement.

1.12 Further Assurances. Each Party hereto, at the other Party's expense, shall execute, deliver, or cause to be executed, or delivered, such further instruments, consents and other documents, as the other Party hereto may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

PAUL FRANK INDUSTRIES LLC

SCG CHARACTERS LLC

By: 
Name: Janet Hsu
Title: CEO


By: 
Name: Scott Rosenbaum
Title: SVP, Business & Legal Affairs

EXHIBIT A-1

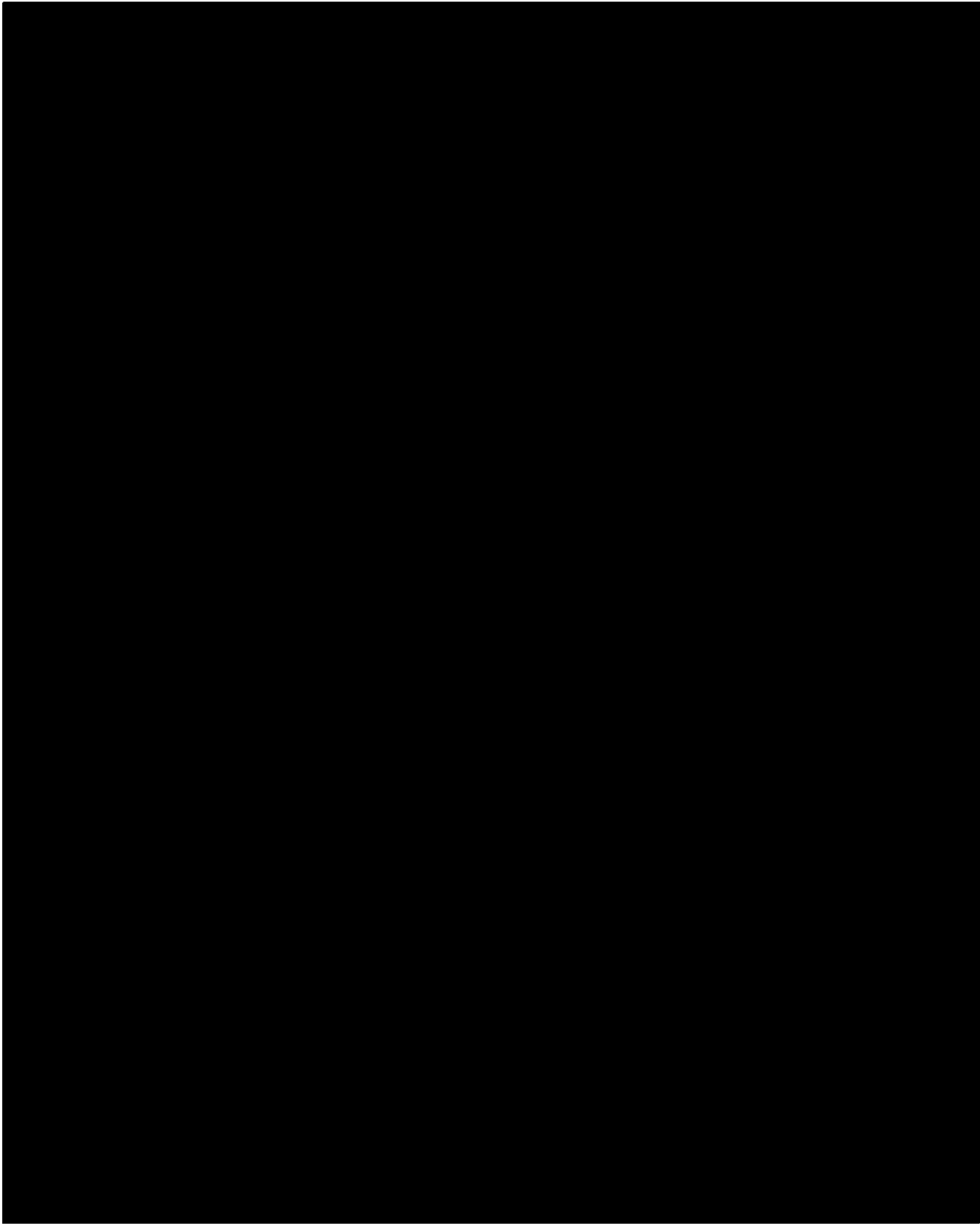




EXHIBIT A-2

Registered Trademarks

Country	Trademark	App No	Reg No
Australia	JULIUS JR.	1641245	1641245*
Australia	Julius Jr. Full Body Design (B&W)	1641246	1641246*
Canada	JULIUS JR.	1689298	TMA988101*
EUTM	JULIUS JR.	012264487	012264487*
EUTM	Julius Jr. Head Design (Color)	012264503	012264503*
Israel	JULIUS JR.	277278	277278*
Mexico	JULIUS JR.	1517481	1581416
Mexico	JULIUS JR.	1517482	1580156
Mexico	JULIUS JR.	1517474	1576645
Mexico	Julius Jr. Full Body Design (B&W)	1517490	1510062
Mexico	Julius Jr. Full Body Design (B&W)	1517491	1580157
Mexico	Julius Jr. Full Body Design (B&W)	1517483	1584383
New Zealand	JULIUS JR.	1003169	1003169*
New Zealand	Julius Jr. Full Body Design (Color)	1003170	1003170*
United States	JULIUS JR.	85689347	4597744
United States	JULIUS JR.	85714209	4585054
United States	JULIUS JR.	85689304	4846342
United States	Julius Jr. Body Design (Waving in Color)	85955348	4871104
United States	Julius Jr. Head Design (Color)	85955366	4735854
United States	Julius Jr. Head Design (Color)	85955352	4867467

* Limited to Classes 9, 28, and 41 only

EXHIBIT A-3



EXHIBIT B

