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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM869125

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ENTERTAINMENT ONE LICENSING US, INC.		09/01/2023	Corporation: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	HASBRO, INC.
Street Address:	1027 Newport Avenue
City:	Pawtucket
State/Country:	RHODE ISLAND
Postal Code:	20861
Entity Type:	Corporation: RHODE ISLAND

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	85531428	SO SO HAPPY
Serial Number:	85983871	SO SO HAPPY
Serial Number:	85479515	SO SO HAPPY
Serial Number:	85689286	SO SO HAPPY
Serial Number:	85982688	SO SO HAPPY

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 2035574224

**Email:** klewertoff@fiplawgroup.com

Correspondent Name: Katrin Lewertoff
Address Line 1: 1221 Post Road East
Address Line 2: Ferdinand IP, LLC

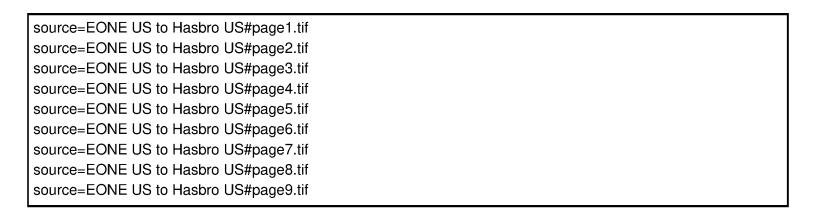
Address Line 4: Westport, CONNECTICUT 06880

NAME OF SUBMITTER:	Katrin Lewertoff
SIGNATURE:	/KL/
DATE SIGNED:	01/18/2024

**Total Attachments: 9** 

TRADEMARK REEL: 008320 FRAME: 0041

900828979



### TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, effective as of September 1, 2023, is by and between ENTERTAINMENT ONE LICENSING US, INC., a California corporation with an address of 2700 Pennsylvania Avenue Suite 1000 Santa Monica CALIFORNIA 90404 (hereinafter referred to as ASSIGNOR) and HASBRO, INC., a Rhode Island corporation with an address of 1027 Newport Avenue, Pawtucket, RHODE ISLAND 20861 (hereinafter referred to as ASSIGNEE).

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

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby assign, transfer and convey to ASSIGNEE absolutely with full title guarantee all ASSIGNOR's right, title and interest in and to the ASSIGNED PROPERTY, the registrations and applications for registration therefor, the right to sue and recover and other remedies in respect of for infringement (including any acts of passing off, unfair competition or breach of confidence)

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of said ASSIGNED PROPERTY and all of the goodwill associated with said ASSIGNED.

PROPERTY, free and clear of any liens or encumbrances of whatever nature, with the

exception of any licenses relating to such Assigned Property in force as at the date of this

Assignment.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and

Trademarks of the United States of America or any other official of any applicable

governmental authority to record ASSIGNEE as owner of the ASSIGNED PROPERTY and to

issue any and all registrations, including renewals thereof, to and in the name of ASSIGNEE.

ASSIGNEE shall have the right to record this Assignment with all applicable governmental

authorities and registrars so as to perfect its ownership of the ASSIGNED PROPERTY.

ASSIGNOR shall, and shall procure that any necessary third party shall, execute and

deliver such documents and perform such acts as may be required for the purpose of giving

effect to this ASSIGNMENT, including by:

(a) taking such steps and actions, and providing such cooperation and assistance

to ASSIGNEE and its successors, assigns, and legal representatives, including by executing

and delivering any affidavits, declarations, oaths, exhibits, assignments, powers of attorney,

or other documents, as may be necessary to effect, evidence or perfect the ASSIGNMENT, or

any assignee or successor thereto;

assisting ASSIGNEE in obtaining, defending and enforcing the ASSIGNED (b)

PROPERTY and assisting with any other proceedings which may be brought by or against

ASSIGNEE against or by any third party relating to the ASSIGNED PROPERTY, including any

challenges, oppositions, disputes or claims (including non-contractual disputes or claims)

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relating to the ASSIGNED PROPERTY ("INTELLECTUAL PROPERTY DISPUTES"); and

- (c) in connection with any INTELLECTUAL PROPERTY DISPUTES:
  - (i) upon ASSIGNEE's written request:
- (A) taking such action as ASSIGNEE may require to avoid, contest, dispute, resist, appeal, compromise or defend the INTELLECTUAL PROPERTY DISPUTES

  (including taking all steps necessary to make ASSIGNEE a party to the dispute

  (whether alongside ASSIGNOR or on its own) making counter claims and exercising all rights of set off against third parties);
- (B) permitting ASSIGNEE to have sole conduct of all matters relating to the INTELLECTUAL PROPERTY DISPUTE as ASSIGNEE may deem appropriate including the appointment of lawyers and other professional advisers, the conduct of all proceedings and the making of any settlement or compromise of the INTELLECTUAL PROPERTY DISPUTE; and
- (C) rendering or causing to be rendered to ASSIGNEE such assistance as ASSIGNEE may require (including providing access to information and to employees of ASSIGNOR or any other relevant member of ASSIGNOR's group) for the purpose of avoiding, contesting, disputing, resisting, appealing, compromising or defending the INTELLECTUAL PROPERTY DISPUTE;
- (ii) ASSIGNOR will not (and will procure that all other members of the ASSIGNOR's group will not) make or attempt to make any admission of liability, agreement, settlement or compromise in relation to an INTELLECTUAL PROPERTY DISPUTE without the consent of ASSIGNEE; and

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ASSIGNOR shall in any event keep ASSIGNEE informed as to the steps which are

being taken in connection with the INTELLECTUAL PROPERTY DISPUTE, provided that

ASSIGNEE shall indemnify ASSIGNOR and all other members of ASSGINOR's group against all

costs reasonably incurred by them in complying with their respective obligations under this

ASSIGNMENT.

ASSIGNOR hereby appoints ASSIGNEE to be its attorney in its name and on its behalf:

(i) to do any and all acts, matters or things as ASSIGNEE may consider necessary

or desirable for the purposes of and in connection with the actions set out in this

ASSIGNMENT; and

(ii) to enter into, execute and deliver all or any documents, agreements,

certificates or instruments as ASSIGNEE may consider necessary or desirable in connection

with any INTELLECTUAL PROPERTY DISPUTE.

This power of attorney is irrevocable and is given by way of security to secure the

assignment of the ASSIGNED PROPERTY. Until such time as the assignment is complete, the

power may not be revoked by ASSIGNOR, save with the consent of ASSIGNEE.

Nothing herein shall itself change, amend, extend or alter (nor shall it be deemed or

construed as changing, amending, extending or altering) the terms or conditions of any

other agreement between the parties in any manner whatsoever.

This ASSIGNMENT shall be construed in accordance with the laws of the State of

Rhode Island applicable to agreements which are executed and fully performed within the

State of Rhode Island.

With respect to any action or claim arising out of or relating to this ASSIGNMENT, the

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parties hereto hereby expressly and irrevocably (a) agree and consent to be subject to the

exclusive jurisdiction of the state and federal courts located in the state of Rhode Island and

agree not to object to venue in the courts or to claim that such forum is inconvenient, and

(b) agree not to bring any action related to this ASSIGNMENT in any other court (except to

enforce the judgment of such courts). Final judgment by such courts shall be conclusive and

may be enforced in any manner permitted by applicable law.

This ASSIGNMENT may be executed in multiple counterparts, each of which shall be

deemed an original, but all of which together shall be deemed to be one and the same. A

signed copy of this ASSIGNMENT delivered by facsimile, e-mail, or other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original signed

copy of this ASSIGNMENT.

This ASSIGNMENT represents the entire agreement between the Parties in relation to

the subject matter of this ASSIGNMENT (to the exclusion of any terms implied by law which

may be excluded by contract) and supersedes any previous agreement between the parties

in relation to the subject matter of this ASSIGNMENT.

Nothing in this ASSIGNMENT shall exclude liability for, or remedy in respect of, fraud.

**EXECUTION:** 

The parties have shown their acceptance of the terms of this Assignment by

executing it after the Exhibit.

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# Exhibit A Assigned Property

Trademarks

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	2016-12-14 24		+	
S.	2016-12-14 14	2015-11-03 18225316	Registered 18225316	
	2016-12-14 3	2015-11-03 18225317	Registered 18225317	SKELANIMALS China
Entertainment One Licensing US, Inc.	2015-05-07 18	2011-08-12 9838249	Registered 9838249	SKELANIMALS China
Entertainment One Licensing US, Inc.	2014-04-07 28	2011-08-12 9838252	Registered 9838252	SKELANIMALS China
Entertainment One Licensing US, Inc.	2014-04-21 35	2011-08-12 9839294	Registered 9839294	SKELANIMALS China
Entertainment One Licensing US, Inc.	2014-04-14 25	2011-08-12 9839533	Registered 9839533	SKELANIMALS China
	2012-10-21 16	2011-08-12 9839462	Registered 9839462	SKELANIMALS China
_	2012-10-14 9	2011-08-12 9838251	Registered 9838251	SKELANIMALS China
_	2013-11-06 3	2013-03-28 1054837	Registered 1051997	So So Happy Chile
Entertainment One Licensing US, Inc.	2013-11-06 9	2013-03-28 1054835	Registered 1051996	So So Happy Chile
	2013-11-06 14	2013-03-28 1054833	Registered 1051994	So So Happy Chile
US,	2013-11-06 16	2013-03-28 1054831	Registered 1051993	So So Happy Chile
Entertainment One Licensing US, Inc.	2013-11-06 18	2013-03-28 1054829	Registered   1051992	So So Happy Chile
Į,	2013-11-06 24	2013-03-28 1054827	Registered 1051990	So So Happy Chile
	2013-11-06 25	2013-03-28 1054825	Registered 1051989	So So Happy Chile
	2013-11-06 28		Registered 1051980	So So Happy Chile
	2013-11-06 30	2013-03-28 1054821	Registered 1051961	So So Happy Chile
	2015-06-10 41	2013-03-28 1168698	Registered 1051946	So So Happy Chile
	2017-10-11 9,16,18,21,24,25,28,30	2013-03-01 TMA982542	Registered 1616367	So So Happy Canada
	2015-10-26 3,9,12,15,18,25,28	2013-03-01 TMA918292	Registered 1616368	SKELANIMALS Canada
	2017-06-19 25	_	Registered 1746484	SO SO HAPPY DESIGN (B&W) Canada
	2016-06-14 18	2013-03-14 905982240	Registered   905982240	SO SO HAPPY DESIGN (B&W)   Brazil
Entertainment One Licensing US, Inc.	2016-06-14 16	2013-03-14 905982215	Registered 905982215	SO SO HAPPY DESIGN (B&W)   Brazil
	2016-06-14 14	2013-03-14 905982142	Registered 905982142	SO SO HAPPY DESIGN (B&W) Brazil
	2016-06-14 9	2013-03-14 905982053	Registered 905982053	SO SO HAPPY DESIGN (B&W) Brazil
	2016-06-14 41	2013-03-14 905982711	Registered 905982711	
-	2018-03-13 28	2013-03-14 905982649	Registered   905982649	SO SO HAPPY DESIGN (B&W) Brazil
	2016-06-14 25	2013-03-14 905982533	Registered 905982533	SO SO HAPPY DESIGN (B&W) Brazil
Entertainment One Licensing US, Inc.	2016-06-14 24	2013-03-14 905982428	Registered 905982428	SO SO HAPPY DESIGN (B&W) Brazil
	2016-06-14 25	2013-03-14 905981332	Registered 905981332	SKELANIMALS Brazil
	2016-06-14 24	2013-03-14 905981278	Registered   905981278	SKELANIMALS Brazil
	2016-06-14 16	2013-03-14 905981170	Registered 905981170	SKELANIMALS Brazil
	2016-06-14 14	2013-03-14 905981120	Registered 905981120	
- 1	2016-06-14 18	2013-03-14 905981200	_	SKELANIMALS Brazil
- 1	2016-06-14 28	2013-03-14 905981430	_	SKELANIMALS Brazil
	2016-06-14 41	2013-03-14 905981472	_	
- 1	2016-06-14 9	2013-03-14 905981057	Registered 905981057	SKELANIMALS Brazil
Ş	2018-03-13 3	2013-03-14 905980980		
	2012-10-30 18,25,28	2012-10-30 1532545	-	
		2013-05-09 2827371	Registered 3244963	SO SO HAPPY DESIGN (B&W) Argentina
- 1	2014-06-26 24		-	SO SO HAPPY DESIGN (B&W) Argentina
	2014-06-26 18	2013-04-05 2658057	Registered 3236597	SO SO HAPPY DESIGN (B&W) Argentina
	2014-06-26 16	2013-04-05 2658056	Registered 3236596	SO SO HAPPY DESIGN (B&W) Argentina
Entertainment One Licensing US, Inc.	2014-06-26 28	2013-04-05 2658059	Registered 3236599	SO SO HAPPY DESIGN (B&W) Argentina
	2014-06-26 30	2013-04-05 2658060	Registered 3236600	SO SO HAPPY DESIGN (B&W) Argentina
	2014-06-26 9	2013-04-05 2658054	-	SO SO HAPPY DESIGN (B&W) Argentina
	2014-06-26 14	+	_	╝
Entertainment One Licensing US, Inc.	2014-06-26	2013-04-05	Registered 3236593	SO SO HAPPY DESIGN (B&W)   Argentina
Owner	Registration Date International Classes		Status Application Numb	Mark Name Country

2014-01-21 16,20,21,30
1
45-0050-8670000
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### **EXECUTION OF TRADEMARK ASSIGNMENT:**

### **ENTERTAINMENT ONE LICENSING US, INC. (ASSIGNOR)**

By: President Its:

### HASBRO, INC. (ASSIGNEE)

By: Giva Goutter

Executive Vice President
& Chief Financial Officer

Its:

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**RECORDED: 01/18/2024**