

01-05-1999

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- ☒ New
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Conveyance Type

- ☒ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☐ Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)

- ☐ Departmental ☐ Secret File

Conveying Party(ies)

- ☐ Mark if additional names of conveying parties attached

Name (line 1) Hasbro, Inc.

Execution Date
Month Day Year
12-23-98Name (line 2)

Second Party

Name (line 1) Execution Date
Month Day Year
Name (line 2)

Receiving Party

- ☐ Mark if additional names of receiving parties attached

Name (line 1) Fleet Capital Corporation

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1) 50 Kennedy Plaza

Address (line 2) 5th Floor

Address (line 3) Providence

Rhode Island

02903

City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Address (line 1) Address (line 2) Address (line 3) Address (line 4)

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Mail documents to be recorded with required cover sheet(s) information to:
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PATENT
REEL: 9670 FRAME: 0124

Correspondent Name and Address

Area Code and Telephone Number (617) 345-9000

Name Neil L. Brodsky, Esquire

Address (line 1) Hinckley, Allen & Snyder

Address (line 2) 28 State Street

Address (line 3) Boston, Massachusetts 02109

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document
including any attachments.

3

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5,590,876

5,507,550

If this document is being filed together with a new Patent Application, enter the date the patent application was
signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 80.00

Method of Payment:

Enclosed ☒Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account):

Deposit Account Number:

50-485

Authorization to charge additional fees:

Yes ☒ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any
attached copy is a true copy of the original document. Charges to deposit account are authorized, as
indicated herein.

Neil L. Brodsky

Name of Person Signing

Neil L. Brodsky

Signature

December 30, 1998

Date

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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (the "Agreement") is made as of the 23rd day of December, 1998 between **Hasbro, Inc.**, a Rhode Island corporation having its principal place of business at 1027Newport Avenue, Pawtucket, RI 02861 ("Assignor") and **Fleet Capital Corporation**, a Rhode Island corporation, having its principal place of business at 50 Kennedy Plaza, 5th Floor, Providence, RI 02903 ("Fleet").

WHEREAS, Assignor is the owner of (i) United States Patent No. 5.590,876 issued on January 7, 1997 for Ball Tossing Device also known as the "1-2-3 Baseball" and (ii) United States Patent No. 5,507,550 issued on April 16, 1996 for Highchair also known as the "1-2-3 Highchair" (hereinafter, collectively, the "Patent Property");

WHEREAS, Assignor is willing to sell, assign, and transfer the Patent Property to Fleet and simultaneously with such sale, transfer and assignment, lease and license such Patent Property from Fleet;

WHEREAS, Fleet is willing to purchase from Assignor the Patent Property and lease and license the Patent Property to the Assignor under the terms and conditions of a License Agreement executed simultaneously herewith (the "License Agreement").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises as hereinafter set forth, Assignor and Fleet hereby agree as follows:

1. For and in consideration of Seven Hundred Forty Thousand Dollars (\$740,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby grants, assigns and conveys to Fleet the entire right, title and interest in and to the Patent Property, including without limitation all proceeds therefor, the right to sue for past, present and future infringements, all other rights, if any, corresponding thereto throughout the world (collectively included in the term "Patent Property").

2. Assignor covenants and warrants that:

- (a) The Patent Property is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;
- (b) To the best of Assignor's knowledge, the Patent Property is valid and enforceable and Assignor has notified Fleet in writing of all prior art not of record (including public uses and sales more than one year before the filing date of the Patent Property) of which it is aware;

- (c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patent Property, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Assignor not to sue third persons; and
- (d) Assignor has the unqualified right to enter into this Agreement and perform its terms.

Except as specifically set forth above, Assignor does not warrant that the Patent Property might not be declared invalid if challenged in court.

3. Assignor represents that (i) it has not entered into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, (ii) it has diligently prosecuted all patent applications in connection with the Patent Property as of the date of this Assignment and (iii) it has taken all actions reasonably necessary to preserve and maintain its rights in the Patent Property as of the date of this Assignment.

4. Assignor shall pay all fees, costs and expenses, of whatever kind or nature, including any reasonable attorneys fees and legal expenses in connection with the filing or recording of this Assignment or any other related documents (including all taxes in connection therewith) in public offices which may be necessary to effect the transfer of the Patent Property to Fleet.

5. No course of dealing between Assignor and Fleet, nor any failure to exercise, nor any delay in exercising, on the part of either Assignor or Fleet, any right, power or privilege hereunder or under the License Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

6. All the rights and remedies of the parties hereto with respect to the Patent Property, whether established hereby or by the License Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

7. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or enforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

8. This Agreement is subject to modification only by a writing signed by the parties hereto.

9. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

10. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Rhode Island.

IN WITNESS WHEREOF, Assignor and Fleet, each by its duly authorized officer or agent, have duly executed and delivered this Agreement which is intended to take effect as a sealed instrument, as of the day and year first written above.

HASBRO, INC.

By: 

John T. O'Neill

Executive Vice President
Chief Financial Officer

FLEET CAPITAL CORPORATION

By: 

David W. Kellogg

Vice President