

02-04-2004



Form PTO - 1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RE

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Fleet Capital Corporation One Financial Plaza Providence, RI 02903
Additional name(s) of conveying party(ies) attached? Yes No

2.2.04

2. Name and address of receiving party(ies)
Name: Hasbro, Inc.
Internal Address:
Street Address: 1027 Newport Avenue
City: Pawtucket State: RI Zip: 02862
Additional name(s) & address(es) attached? Yes No

OFFICE OF PATENT RECORDS
2004 PTO - 2 M 11-15
FINANCE SECTION

3. Name of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: 1/13/2004

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No. (s):
B. Patent No.(s): 5,590,876; 5,507,550
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kurt R. Benson, Esq.
Internal Address: Hasbro, Inc.
Street Address: 1027 Newport Avenue
City: Pawtucket State: RI Zip: 02862

6. Total number of applications and patents involved: 2
7. Total fee (37 CFR 3.41).....\$ 80.00
 Enclosed
 Authorization to be charged to deposit account
8. Deposit account number: #08-1252
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
Kurt R. Benson
Name of Person Signing
Reg. No. 29,891
Signature
Date: 1/26/04
Total number of pages including cover sheet, attachments and documents: 3

02/03/2004 EDDOOPER 00000260 081252 5590876

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 014934 FRAME: 0610

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (the "Agreement") is made as of the 25th day of December, 2003 between **Hasbro, Inc.**, a Rhode Island corporation having its principal place of business at 1027Newport Avenue, Pawtucket, RI 02861 ("Hasbro") and **Fleet Capital Corporation**, a Rhode Island corporation, having its principal place of business at One Financial Plaza, Providence, RI 02903 ("Assignor").

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 Hasbro;

WHEREAS, Hasbro is willing to purchase from Assignor the Patent Property.

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

1. For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby grants, assigns and conveys to Hasbro 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) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patent Property, to the extent sold and assigned to Assignor by Hasbro by Assignment Agreement dated December 23, 1998 between Hasbro and Assignor, 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, in each case created by or through Assignor; and
 - (b) Assignor has the unqualified right to enter into this Agreement and perform its terms.
3. Assignor represents that it has not entered into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under

this Agreement, other than that certain License Agreement dated December 23, 1998 between Hasbro and Assignor, which has expired as of the date hereof.

4. Hasbro 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 Hasbro.

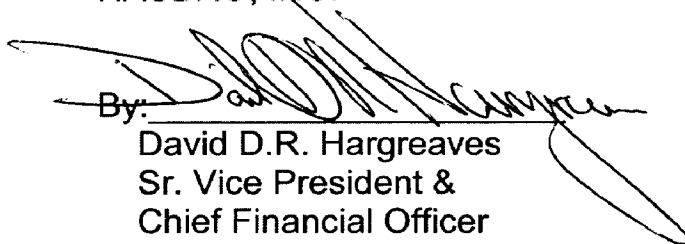
5. This Agreement is subject to modification only by a writing signed by the parties hereto.

6. 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.

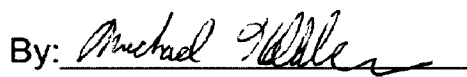
7. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Rhode Island.

IN WITNESS WHEREOF, Assignor and Hasbro, 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: 
David D.R. Hargreaves
Sr. Vice President &
Chief Financial Officer

FLEET CAPITAL CORPORATION

By: 
Michael E. Kelleher
Vice President 1/13/04