Filing Fee: ***See Instructions*** **ID Number:** 15908

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

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CORPORATIONS DIV
2009 DEC 24 AM 11:48

ARTICLES OF MERGER OR CONSOLIDATION INTO

Hasbro, Inc.

(Insert full name of surviving or new entity on this line.)

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Pursuant to the applicable provisions of the General Laws of Rhode Island, 1956, as amended, the undersigned entities submit the following Articles of ☒ Merger ***or*** ☐ Consolidation ***(check one box only)*** for the purpose of merging or consolidating them into one entity.

a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:

Name of entity	Type of entity	State under which entity is organized
Hasbro, Inc.	Corporation	Rhode Island
Hasbro Internet Holdings, Inc.	Corporation	Delaware

b. The laws of the state under which each entity is organized permit such merger or consolidation.

c. The full name of the surviving or new entity is Hasbro, Inc.
which is to be governed by the laws of the state of Rhode Island

d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. **(Attach Plan of Merger or Consolidation)**

e. If the surviving entity's name has been amended via the merger, please state the new name:

f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:
c/o General Counsel, Hasbro, Inc., 1011 Newport Avenue, Pawtucket, Rhode Island 02862

g. These Articles of Merger or Consolidation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing

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SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO TITLE 7, CHAPTER 1.2 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of Title 7, Chapter 1.2 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders.

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b. Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

i) The name of the subsidiary corporation is Hasbro Internet Holdings, Inc.

ii) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation (such date shall not be less than 30 days from the date of filing) ______________________

c. As required by Section 7-1.2-1003 of the General Laws, the corporation has paid all fees and franchise taxes.

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SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO TITLE 7, CHAPTER 6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.

b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

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SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO TITLE 7, CHAPTER 13 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED

a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is:

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b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

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SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Hasbro, Inc.
Print Entity Name

By: David D.R. Hargreaves, Chief Operating Officer
Name of person signing

By: Barry Nagler, Chief Legal Officer and Corporate Secretary
Name of person signing

Hasbro Internet Holdings, Inc.
Print Entity Name

By: David D.R. Hargreaves, Senior Vice President and Chief Financial Officer
Name of person signing

By: Barry Nagler, Senior Vice President, General Counsel and Secretary
Name of person signing

AGREEMENT AND PLAN OF MERGER OF

HASBRO INTERNET HOLDINGS, INC.

WITH AND INTO

HASBRO, INC.

1. Hasbro Internet Holdings, Inc., a Delaware corporation (hereinafter referred to as "HIH") is to merge with and into Hasbro, Inc., a Rhode Island corporation (hereinafter referred to as the "surviving company"). The merger of HIH with and into the surviving company is hereinafter referred to as the "Merger."

2. The surviving company shall continue its existence as a corporation organized under the laws of the State of Rhode Island.

3. The effective date of the Merger ("Effective Date") shall be upon filing.

4. At the Effective Date:

(a) HIH shall be merged with and into the surviving company pursuant to the provisions of Section 7-1.2 of the Rhode Island Business Corporation Act and Title 8, Section 252 of the Delaware General Corporation Law.

(b) The separate existence of HIH shall cease, and all actions thereafter taken shall be taken in the name of the surviving company.

(c) No cash or other consideration shall be paid or delivered for the outstanding shares of HIH.

(d) The Articles of Incorporation and By-laws of the surviving company shall remain unchanged until amended or changed as provided therein or as provided by law.

(e) The then directors and officers of the surviving company shall continue as directors and officers of the surviving company and shall hold office until their respective successors are elected in accordance with the By-laws of the surviving company.

(f) The surviving company shall possess all of the rights, privileges, immunities and franchises of a public as well as of a private nature, of HIH; and all of the property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares and all other choses in action, and all and every other interest or belonging to or due to HIH shall be taken and deemed to be transferred to and vested in the surviving company without further act or deed. The title to any real estate, or any interest therein, vested in HIH shall not revert or in any way be impaired by the Merger.

(g) The surviving company shall assume and be responsible and liable for all the liabilities and obligations of HIH; and any claim existing or action or proceeding pending by or against HIH may be prosecuted as if the Merger had not taken place, or the surviving company may be substituted in place of HIH. Neither the rights of creditors nor any liens upon the property of HIH shall be impaired by the Merger.

(h) Except as otherwise specifically set forth in this Agreement and Plan of Merger, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the surviving company shall continue unaffected and unimpaired by the Merger.

5. The surviving company shall pay all the expenses of carrying this Agreement and Plan of Merger into effect and of accomplishment of the Merger.