UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 13, 2019

Hasbro, Inc.
(Exact name of registrant as specified in its charter)

Rhode Island	001-06682	05-0155090
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)
1027 Newport Avenue	Pawtucket, Rhode Island	02861
(Address of Principal Executive Offices)		(Zip Code)

Registrant's telephone number, including area code: (401) 431-8697

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act.

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.50 par value per share	**HAS**	**The NASDAQ Global Select Market**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On November 13, 2019, Hasbro, Inc. (the "Company") entered into an underwriting agreement ("Underwriting Agreement") with BofA Securities, Inc., J.P. Morgan Securities LLC and Citigroup Global Markets Inc., as representatives of the several underwriters named therein (the "Underwriters"), with respect to a registered public offering ("Notes Offering") of $300,000,000 aggregate principal amount of 2.600% senior unsecured notes due 2022 (the "2022 Notes"), $500,000,000 aggregate principal amount of 3.000% senior unsecured notes due 2024 (the "2024 Notes"), $675,000,000 aggregate principal amount of 3.550% senior unsecured notes due 2026 (the "2026 Notes") and $900,000,000 aggregate principal amount of 3.900% senior unsecured notes due 2029 (the "2029 Notes" and, together with the 2022 Notes, 2024 Notes and the 2026 Notes, the "Notes"), pursuant to the Company's shelf registration statement on Form S-3 (Registration File No. 333-220331). For a complete description of the terms and conditions of the Underwriting Agreement, please refer to the Underwriting Agreement, a copy of which is filed as Exhibit 1.1 hereto, and is incorporated herein by reference.

On November 19, 2019, the Company closed the Notes Offering. In connection with the closing of the issuance and sale of the Notes, the Company entered into a sixth supplemental indenture (the "Sixth Supplemental Indenture") with The Bank of New York Mellon Trust Company, N.A., and U.S. Bank, National Association, to the indenture dated as of March 15, 2000, between the Company and The Bank of New York Mellon Trust Company, National Association, as successor trustee to The Bank of Nova Scotia Trust Company of New York.

The 2022 Notes are senior unsecured debt obligations of the Company, mature on November 19, 2022 and bear interest at a rate of 2.600% per annum. The 2024 Notes are senior unsecured debt obligations of the Company, mature on November 19, 2024 and bear interest at a rate of 3.000% per annum. The 2026 Notes are senior unsecured debt obligations of the Company, mature on November 19, 2026 and bear interest at a rate of 3.550% per annum. The 2029 Notes are senior unsecured debt obligations of the Company, mature on November 19, 2029 and bear interest at a rate of 3.900% per annum. The interest rate payable on each series of the notes will be subject to adjustment from time to time if either Moody's or S&P (or a substitute rating agency therefor) downgrades (or downgrades and subsequently upgrades) the credit rating assigned to the notes.

Prior to October 19, 2024 (in the case of the 2024 Notes), September 19, 2026 (in the case of the 2026 Notes), August 19, 2029 (in the case of the 2929 Notes) and at any time (in the case of the 2022 Notes), the Company may redeem such series of Notes at the Company's option, in whole at any time or in part from time to time, at a redemption price equal to the greater of (i) 100% of the principal amount of the Notes being redeemed or (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined in the Sixth Supplemental Indenture), plus 15 basis points (in the case of the 2022 notes), 25 basis points (in the case of the 2024 notes), 30 basis points (in the case of the 2026 notes) or 35 basis points (in the case of the 2029 notes).

In addition, on or after October 19, 2024 (in the case of the 2024 Notes), September 19, 2026 (in the case of the 2026 Notes) and August 19, 2029 (in the case of the 2929 Notes), the Company may redeem at its option such series of Notes, in whole at any time or in part from time to time, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed. The Company will also pay the accrued and unpaid interest on any Notes that it redeems to the redemption date.

If the Company (i) does not consummate the previously announced acquisition by the Company of Entertainment One Ltd. (the "Proposed Acquisition") on or prior to March 30, 2020, (ii) notifies the trustee in writing that the arrangement agreement is terminated or (iii) determines in its reasonable judgment that the Proposed Acquisition will not be consummated (in which case the Company will notify the trustee in writing thereof), the Notes will be redeemed on a special mandatory redemption date in the manner set forth under the Sixth Supplemental Indenture at a price equal to 101% of the aggregate principal amount of the Notes being redeemed, plus accrued and unpaid interest on the principal amount of the Notes to, but not including, the special mandatory redemption date.

If the Company experiences a Change of Control Repurchase Event (defined in the Sixth Supplemental Indenture as a change of control combined with a below investment grade rating event), it will be required, unless it has exercised its right to redeem the Notes, to offer to purchase the Notes at a purchase price equal to 101% of their principal amount, plus accrued and unpaid interest thereon to the date of purchase.

The Sixth Supplemental Indenture also contains certain covenants restricting the Company's ability in certain circumstances to incur secured debt and enter into sale-leaseback transactions, as well as certain customary events of default.

The preceding description of the Sixth Supplemental Indenture and the Notes is qualified in its entirety by the Sixth Supplemental Indenture. For a complete description of the terms and conditions of the Sixth Supplemental Indenture, please refer to the Sixth Supplemental Indenture, a copy of which is filed as Exhibit 1.2 hereto, and is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under and Off-Balance Sheet Arrangement of a Registrant.

The information provided in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

1.1	Underwriting Agreement dated as of November 13, 2019
1.2	Sixth Supplemental Indenture dated as of November 19, 2019, among Hasbro, Inc. and The Bank of New York Mellon Trust Company, N.A. and U.S. Bank, National Association, supplementing the Indenture dated as of March 15, 2000 and Form of 2.600% Notes due 2022, 3.000% Notes due 2024, 3.550% Notes due 2026 and 3.900% Notes due 2029 (attached as Exhibit A to the Sixth Supplemental Indenture)
5.1	Opinion of Tarrant Sibley, Esq.
5.2	Opinion of Cravath, Swaine & Moore LLP
23.1	Consent of Tarrant Sibley, Esq. (included in Exhibit 5.1)
23.2	Consent of Cravath, Swaine & Moore LLP (included in Exhibit 5.2)
104	Cover Page Interactive Data File (embedded within XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

HASBRO, INC.

By:	/s/ Deborah Thomas
Name	Deborah Thomas
Title	Executive Vice President and Chief Financial Officer (Duly Authorized Officer and Principal Financial Officer)

Date: November 19, 2019

Exhibit 1.1

EXECUTION VERSION

Hasbro, Inc.

$300,000,000 2.600% Notes due 2022
$500,000,000 3.000% Notes due 2024
$675,000,000 3.550% Notes due 2026
$900,000,000 3.900% Notes due 2029

UNDERWRITING AGREEMENT

New York, New York
November 13, 2019

BOFA SECURITIES, INC.
One Bryant Park
New York, New York 10036

J.P. MORGAN SECURITIES LLC
383 Madison Avenue
New York, New York 10179

CITIGROUP GLOBAL MARKETS INC.
388 Greenwich Street
New York, New York 10013

As Representatives of the several
underwriters named in Schedule I hereto

Ladies and Gentlemen:

Hasbro, Inc., a corporation organized under the laws of the State of Rhode Island (the "Company"), proposes to sell to the several underwriters named in Schedule I hereto (the "Underwriters"), for whom you are acting as representatives (in such capacity, the "Representatives"), $300,000,000 aggregate principal amount of its 2.600% Notes due 2022 (the "2022 Notes"), $500,000,000 aggregate principal amount of its 3.000% Notes due 2024 (the "2024 Notes"), $675,000,000 aggregate principal amount of its 3.550% Notes due 2026 (the "2026 Notes") and $900,000,000 aggregate principal amount of its 3.900% Notes due 2029 (the "2029 Notes" and, together with the 2022 Notes, the 2024 Notes and the 2026 Notes, the "Securities"), to be issued under an indenture, dated as of March 15, 2000 (the "Base Indenture"), between the Company and The Bank of New York Mellon Trust Company, N.A., as successor trustee to The Bank of Nova Scotia Trust Company of New York (the "Original Trustee"), as supplemented by the sixth supplemental indenture among the Company, the Original Trustee and US Bank Trust National Association, as trustee (the "Trustee") to be dated the Closing Date (as defined below) (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture").

Any reference in this agreement (this “Agreement”) to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Final Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3, which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus or the Final Prospectus, as the case may be; and any reference herein to the terms “amend,” “amendment” or “supplement” with respect to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Final Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the date of the Base Prospectus, any Preliminary Prospectus or the Final Prospectus, as the case may be, deemed to be incorporated therein by reference. Certain terms used herein are defined in Section 21 hereof.

The Company intends to use the proceeds of the offering of the Securities to finance, in part, the acquisition (the “Proposed Acquisition”) contemplated by the Arrangement Agreement, dated as of August 22, 2019 (the “Arrangement Agreement”), among the Company, 11573390 Canada Inc., a Canadian corporation and wholly owned subsidiary of the Company (“Acquireco”) and Entertainment One Ltd., a Canadian corporation (“eOne”). Pursuant to the terms of the Arrangement Agreement, Acquireco will acquire all of the issued and outstanding common shares of eOne by means of a statutory arrangement under the Canadian Business Corporations Act. The completion of the Proposed Acquisition is subject to the satisfaction or waiver of customary closing conditions. The closing of this offering is not conditioned upon the consummation of the Proposed Acquisition. If the Company (i) does not consummate the Proposed Acquisition on or prior to March 30, 2020, (ii) notifies the Trustee in writing that the Arrangement Agreement is terminated or (iii) determines in its reasonable judgment that the Proposed Acquisition will not be consummated (in which case the Company will notify the Trustee in writing thereof), the Securities will be redeemed in the manner set forth in the Final Prospectus.

The Company understands that the Underwriters propose to make a public offering of the Securities as soon as the Representatives deem advisable after this Agreement has been executed and delivered.

SECTION 1. Representations and Warranties. The Company represents and warrants to, and agrees with, each Underwriter as set forth below in this Section 1.

(a) The Company meets the requirements for use of Form S-3 under the Act, and has prepared and filed with the Commission an automatic shelf registration statement, as defined in Rule 405, on Form S-3 (File No. 333-220331), including a related Base Prospectus, for registration under the Act of the offering and sale of the Securities. Such Registration Statement, including any amendments thereto filed prior to the Execution Time, became effective upon filing and no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) has been received by the Company. No order suspending the effectiveness of the Registration Statement has been issued by the Commission and no proceeding for that purpose or pursuant to Section 8A of the Act against the Company or related to the offering has been initiated or, to the Company’s knowledge, threatened by the Commission. The Company may have filed with the Commission, as part of an amendment to the Registration Statement or pursuant to Rule 424(b), one or more preliminary prospectus supplements relating to the Securities, each of which has previously been furnished to you. The Company will file with the Commission a Final Prospectus relating to the Securities in accordance with Rule 424(b). As filed, such Final Prospectus shall contain in all material respects the information required by the Act and the rules thereunder, and shall contain only such specific additional information and other changes (beyond that contained in the Base Prospectus and any Preliminary Prospectus) as the Company has advised you will be included or made therein. The Registration Statement, at the Execution Time, meets the requirements set forth in Rule 415(a)(1)(x).

(b) On each Effective Date, the Registration Statement did, the Preliminary Prospectus, when it was filed in accordance with Rule 424(b) did, and when the Final Prospectus is first filed in accordance with Rule 424(b) and on the Closing Date (as defined herein), the Final Prospectus (and any supplement thereto) will, comply in all material respects with the applicable requirements of the Act, the Exchange Act and the Trust Indenture Act and the respective rules thereunder.

(c) On each Effective Date and at the Execution Time, the Registration Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; on the Effective Date and on the Closing Date, the Indenture did or will comply in all material respects with the applicable requirements of the Trust Indenture Act and the rules thereunder; and on the date of any filing pursuant to Rule 424(b) and on the Closing Date, the Final Prospectus (together with any supplement thereto) will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representations or warranties as to (i) that part of the Registration Statement which shall constitute the Statement of Eligibility (Form T-1) under the Trust Indenture Act of the Trustee or (ii) the information contained in or omitted from the Registration Statement or the Final Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion in the Registration Statement or the Final Prospectus (or any supplement thereto), it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8(b) hereof.

(d) The Disclosure Package did not, as of the Applicable Time, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from the Disclosure Package based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8(b) hereof.

(e) (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c)) made any offer relating to the Securities in reliance on the exemption in Rule 163, and (iv) at the Execution Time (with such date being used as the determination date for purposes of this clause (iv)), the Company was or is (as the case may be) a Well-Known Seasoned Issuer. The Company agrees to pay the fees required by the Commission relating to the Securities within the time required by Rule 456(b)(1) without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r).

(f) (i) At the time of filing of the Registration Statement, (ii) at the earliest time thereafter that the Company or another offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2)) of the Securities and (iii) as of the Execution Time (with such date being used as the determination date for purposes of this clause (iii)), the Company was not and is not an Ineligible Issuer (as defined in Rule 405), without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company be considered an Ineligible Issuer.

(g) Each Issuer Free Writing Prospectus as of its respective date and at all times through the completion or termination of the offering of Securities under this Agreement or until any earlier date that the Company notified or notifies the Representatives as described in the next sentence, did not, does not and will not include any information that conflicts with the information contained in the Registration Statement, the Disclosure Package or the Final Prospectus. If at any time following the issuance of an Issuer Free Writing Prospectus through the completion or termination of the offering of the Securities under this Agreement there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement, the Disclosure Package or the Final Prospectus, subject to the first sentence of Section 5(a), the Company has promptly notified or will promptly notify the Representatives and has promptly amended or supplemented or will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict. Any Issuer Free Writing Prospectus not identified on Schedule II or Schedule III hereto, when taken together with the Disclosure Package, did not, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The foregoing sentences do not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8(b) hereof. Any offer that is a written communication relating to the Securities made prior to the initial filing of the Registration Statement by the Company or any person acting on its behalf (within the meaning, for this paragraph only, of Rule 163(c) of the Act) has been filed with the Commission in accordance with the exemption provided by Rule 163 under the Act and otherwise complied with the requirements of Rule 163, including without limitation the legending requirement, to qualify such offer for the exemption from Section 5(c) of the Act provided by Rule 163.

(h) The documents incorporated by reference in the Disclosure Package and the Final Prospectus, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Act or the Exchange Act and the rules and regulations of the Commission thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and any further documents so filed and incorporated by reference in the Registration Statement and the Final Prospectus, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder then in effect and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) The statements in the Preliminary Prospectus and the Final Prospectus under the heading "Material U.S. Federal Income Tax Considerations for Non-U.S. Holders" insofar as such statements summarize legal matters, agreements, documents or proceedings discussed therein, are accurate and fair summaries of such legal matters, agreements, documents or proceedings.

(j) Since the date as of which information is given in the Disclosure Package and the Final Prospectus, there has not been (i) any material change in the capital stock (other than changes pursuant to open market or repurchase plans or employee benefit plans) or long term debt of the Company and its subsidiaries considered as a whole, or (ii) any material adverse change, or any development known to the Company that is reasonably likely to result in a material adverse change, in or affecting the business, management, financial condition or results of operation of the Company and its subsidiaries considered as a whole, otherwise than as set forth or contemplated in the Disclosure Package and the Final Prospectus.

(k) The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Rhode Island, with power and authority to own, lease and operate its properties and to conduct its business as described in the Disclosure Package and the Final Prospectus; the Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not, or would not reasonably be expected to, result in a material adverse effect on the business, management, financial condition or results of operation of the Company and its subsidiaries considered as a whole (a "Material Adverse Effect"); each of the Company's subsidiaries that qualifies as a "significant subsidiary" under Section 1-02(w) of Regulation S-X (each a "Significant Subsidiary" and, collectively, the "Significant Subsidiaries") has been duly organized and is validly existing as a corporation or other entity (as applicable) in good standing under the laws of the jurisdiction of its incorporation or organization (as applicable), with power and authority to own, lease and operate its properties and conduct its business as described in the Disclosure Package and the Final Prospectus; each Significant Subsidiary is duly qualified as a foreign corporation or other entity (as applicable) to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect; except as otherwise disclosed in the Disclosure Package and the Final Prospectus, all of the issued and outstanding capital stock or other equity interests (as applicable) of each Significant Subsidiary has been duly authorized and validly issued, is fully paid and non-assessable and (except for shares or other equity interests (as applicable) necessary to qualify directors or to maintain any minimum number of shareholders required by law) is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity.

(l) This Agreement has been duly authorized, executed and delivered by the Company.

(m) The Securities have been duly authorized, and, when issued and delivered pursuant to this Agreement, the Securities will have been duly executed and delivered and (assuming the due authentication thereof by the Trustee) will constitute valid and legally binding obligations of the Company, will be entitled to the benefits provided by the Indenture and will be enforceable in accordance with their terms except as the same may be limited by bankruptcy, insolvency, reorganization or other laws of general applicability relating to or affecting the enforcement of creditors' rights and to general equity principles.

(n) The Base Indenture has been duly authorized, executed and delivered by the Company and (assuming due authorization, execution and delivery by the Trustee) constitutes a valid and legally binding agreement of the Company, enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization or other laws of general applicability relating to or affecting the enforcement of creditors' rights and to general equity principles; the Base Indenture has been duly qualified under the Trust Indenture Act.

(o) The Supplemental Indenture has been duly authorized by the Company and (assuming due authorization, execution and delivery by the Trustee) at the Closing Date, will have been duly executed and delivered by the Company and will constitute a valid and legally binding agreement of the Company, enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization or other laws of general applicability relating to or affecting the enforcement of creditors' rights and to general equity principles.

(p) The Indenture conforms, and the Securities will conform, in all material respects to the descriptions thereof contained in the Disclosure Package and the Final Prospectus.

(q) The issuance and sale of the Securities and the compliance by the Company with all of the provisions of the Securities, the Indenture and this Agreement and the consummation of the transactions herein and therein contemplated, will not result in (i) a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Company or any of its Significant Subsidiaries pursuant to the terms of, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its Significant Subsidiaries is a party or by which the Company or any of its Significant Subsidiaries is bound or to which any material property or assets of the Company or any of its Significant Subsidiaries is subject; (ii) any violation of the provisions of the Restated Articles of Incorporation or the Amended and Restated By-Laws of the Company, each as amended through the date hereof; or (iii) a violation of any statute or any order, rule or regulation of any court or governmental agency or body in the United States having jurisdiction over the Company or any of its Significant Subsidiaries or any of their properties, except in the case of (i) and (iii) above, as would not reasonably be expected to have a Material Adverse Effect.

(r) No consent, approval, authorization, order, license, decree, registration or qualification of or with any court or any such regulatory authority or other governmental body in the United States having jurisdiction over the Company is required for the issuance and sale of the Securities or the consummation by the Company of the other transactions contemplated by this Agreement or the Indenture, except such consents, approvals, authorizations, orders, registrations or qualifications (A) as have been obtained by the Company or as may be required by the securities, (B) Blue Sky laws of the various states and the securities laws of any jurisdiction outside the United States in which the Securities are offered or (C) as may be required in connection with the consummation of the Proposed Acquisition.

(s) No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries or its or their property is pending or, to the knowledge of the Company, threatened that (i) could reasonably be expected to have a material adverse effect on the performance of this Agreement or the consummation of any of the transactions contemplated hereby or (ii) could reasonably be expected to have a Material Adverse Effect.

(t) Neither the Company nor any subsidiary is in violation or default of (i) any provision of its organizational documents, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which it is a party or bound or to which its property is subject, except for such violations or defaults as would not, singly or in the aggregate, have a Material Adverse Effect; or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company or any of its subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, as applicable, except for such violations as would not, singly or in the aggregate, have a Material Adverse Effect.

(u) (i) The accountants who have certified certain financial statements of the Company and its consolidated subsidiaries and delivered their report with respect to the audited consolidated financial statements of the Company and its subsidiaries and schedules thereto included or incorporated by reference in the Registration Statement, the Disclosure Package and the Final Prospectus, are independent registered public accountants within the meaning of the Act, the Exchange Act and the applicable published rules and regulations thereunder and the Public Company Accounting Oversight Board and (ii) to the knowledge of the Company, the accountants who have certified certain financial statements of eOne and its consolidated subsidiaries and delivered their report with respect to the audited consolidated financial statements and schedules thereto included in the Registration Statement, the Disclosure Package and the Final Prospectus, are independent registered public accountants within the meaning of the Act, the Exchange Act and the applicable published rules and regulations thereunder and under Rule 101 of the Code of Professional Conduct of the American Institute of Certified Public Accountants, and its rulings and interpretations.

(v) The consolidated historical financial statements of the Company and its subsidiaries included in or incorporated by reference in the Registration Statement, Disclosure Package and the Final Prospectus, together with the related schedules and notes thereto, present fairly in all material respects the financial condition, results of operation and cash flows of the Company as of the dates and for the periods indicated, comply as to form in all material respects with the applicable accounting requirements of the Act and have been prepared in conformity with generally accepted accounting principles in the United States applied on a consistent basis throughout the periods involved (except as otherwise noted therein). The pro forma financial statements and the related notes thereto included in the Registration Statement, the Disclosure Package and the Final Prospectus present fairly in all material respects the information shown therein, have been prepared in accordance with the Commission's rules and guidelines with respect to pro forma financial statements and have been properly compiled on the bases described therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein. Except as included therein, no historical or pro forma financial statements or supporting schedules are required to be included or incorporated by reference in the Registration Statement, the Disclosure Package or the Final Prospectus under the Act. All disclosures contained in the Registration Statement, the Disclosure Package or the Final Prospectus, or incorporated by reference therein, regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Act, to the extent applicable. The summary financial data set forth under the caption "Summary Historical Consolidated Financial Information of Hasbro" in the Preliminary Prospectus and the Final Prospectus fairly present, on the basis stated in the Preliminary Prospectus and the Final Prospectus, the information included therein. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Disclosure Package and the Final Prospectus presents fairly the information called for in all material respects and is prepared in accordance with the Commission's rules and guidelines applicable thereto.

(w) To the knowledge of the Company, the financial statements of eOne and its consolidated subsidiaries and the related notes and schedules thereto included or incorporated by reference in the Registration Statement, the Disclosure Package and the Final Prospectus present fairly in all material respects the financial condition, results of operation and cash flows of eOne as of the dates and for the periods indicated, comply as to form in all material respects with the applicable accounting requirements of the Act and have been prepared in conformity with International Financial Reporting Standards as adopted by the International Accounting Standards Board applied on a consistent basis throughout the periods involved (except as otherwise noted therein).

(x) The Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Disclosure Package and the Final Prospectus, will not be required to register as an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(y) The Company maintains a system of internal accounting control over financial reporting with respect to itself and its consolidated subsidiaries sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles in the United States and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company's internal control over financial reporting was effective as of December 30, 2018 and the Company is not aware of any material weakness or current significant deficiency in its internal control over financial reporting.

(z) The Company maintains "disclosure controls and procedures" (as such term is defined in Rule 13a-15(e) under the Exchange Act); based on the evaluation of these disclosure controls and procedures, the Company's Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective as of September 29, 2019.

(aa) The Company has not taken, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(bb) Except as would not otherwise reasonably be expected to have a Material Adverse Effect or except as otherwise set forth in or contemplated in the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto), the Company and its subsidiaries (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses, (iii) are in compliance with all terms and conditions of any such permit, license or approval, and (iv) are not subject to any claims or liabilities arising out of the release of or exposure to wastes, pollutants or contaminants and are not aware of any facts or circumstances which would form a reasonable basis for any such claim.

(cc) No labor dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is imminent, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its or any subsidiary's principal suppliers, manufacturers, customers or contractors, which, in either case, would result in a Material Adverse Effect.

(dd) The Company and its subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, "Governmental Licenses") issued by the appropriate governmental entities necessary to conduct the business now operated by them, except where the failure so to possess would not, singly or in the aggregate, result in a Material Adverse Effect. The Company and its subsidiaries are in compliance with the terms and conditions of all Governmental Licenses, except where the failure so to comply would not, singly or in the aggregate, result in a Material Adverse Effect. All of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not, singly or in the aggregate, result in a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

(ee) Except in each case as set forth in or contemplated in the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto) or as would not reasonably be expected to have a Material Adverse Effect, (i) to the Company's knowledge, the Company or its subsidiaries own or possess the right to use all patents, trademarks, service marks, trade names, copyrights, patentable inventions, trade secrets and know-how used by and necessary to the Company or its subsidiaries in the conduct of the Company's and its subsidiaries' business taken as a whole as now conducted or as proposed in the Disclosure Package and the Final Prospectus to be conducted (collectively, the "Intellectual Property") and (ii) there are no legal or governmental actions, suits,

proceedings or claims pending or, to the Company's knowledge, threatened, against the Company (x) challenging the Company's rights in or to any Intellectual Property, (y) challenging the validity or scope of any Intellectual Property owned by the Company, or (z) alleging that the operation of the Company's business as now conducted infringes or otherwise violates any patent, trademark, copyright, trade secret or other proprietary rights of a third party.

(ff) There is and has been no failure on the part of the Company or any of the Company's directors or officers, in their capacities as such, to comply in all material respects with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith, including Section 402 relating to loans and Sections 302 and 906 relating to certifications.

(gg) None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee, controlled affiliate or other person acting on behalf of the Company or any of its subsidiaries (i) has used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) has made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; or (iii) is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended and the rules and regulations thereunder (the "FCPA"), or the U.K. Bribery Act of 2010 (the "Bribery Act") or any other applicable anti bribery or anti-corruption laws including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA or the Bribery Act; and the Company and its subsidiaries and, to the knowledge of the Company, its affiliates have conducted their businesses in compliance with the FCPA and the Bribery Act and any other applicable anti-bribery and anti-corruption laws and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(hh) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions where the Company and its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws"); and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(ii) None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee, affiliate or other person acting on behalf of the Company or any of its subsidiaries ("Person") is an individual or entity currently the subject or target of any sanctions administered or enforced by the United States Government, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions" and such persons, "Sanctioned Persons"), nor is the Company located, organized or resident in a country or territory that is the subject of Sanctions; and the Company will not directly or indirectly use the proceeds of the sale of the Securities, or lend, contribute or otherwise make available such proceeds to any subsidiaries, joint venture partners or other Person, to fund or facilitate any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.

(jj) Neither the Company nor any of its subsidiaries has engaged in any dealings or transactions with or for the benefit of a Sanctioned Person, or with or in Crimea, Cuba, Iran, North Korea and Syria (collectively, "Sanctioned Countries" and each, a "Sanctioned Country"), in the preceding three years, nor does the Company or any of its subsidiaries have any plans to engage in dealings or transactions with or for the benefit of a Sanctioned Person, or with or in a Sanctioned Country.

(kk) The Company has not received any notice of breach or termination of the Arrangement Agreement. The representations and warranties of eOne in Article III of the Arrangement Agreement that are qualified by materiality or "Material Adverse Effect" or words to similar effect, to the Company's knowledge, are true and correct in all respects (after giving effect to such qualifications) as of the date hereof (except for such representations and warranties that speak as of a specific date, which, to the Company's knowledge, are true and correct (after giving effect to such qualifications) as of such date), and the representations and warranties of eOne in Article III of the Arrangement Agreement that are not qualified by materiality or "Material Adverse Effect" or words to similar effect, to the Company's knowledge, are true and correct in all material respects as of the date hereof (except for such representations and warranties that speak as of a specific date, which, to the Company's knowledge, are true and correct in all material respects as of such date).

Any certificate signed by any officer of the Company and delivered to the Representatives or to counsel for the Underwriters in connection with the offering of the Securities shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Underwriter.

SECTION 2. Purchase and Sale. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company, at (i) 99.614% of the principal amount thereof, the principal amount of the 2022 Notes set forth opposite such Underwriter's name in Schedule I hereto, (ii) 99.211% of the principal amount thereof, the principal amount of the 2024 Notes set forth opposite such Underwriter's name in Schedule I hereto, (iii) 99.080% of the principal amount thereof, the principal amount of the 2026 Notes set forth opposite such Underwriter's name in Schedule I hereto and (iv) 99.030% of the principal amount thereof, the principal amount of the 2029 Notes set forth opposite such Underwriter's name in Schedule I hereto.

SECTION 3. Delivery and Payment. Delivery of and payment for the Securities shall be made at 9:00 a.m., New York City time, on November 19, 2019 or at such time on such later date not more than three Business Days after the foregoing date as the Representatives shall designate, which date and time may be postponed by agreement among the Representatives and the Company or as provided in Section 9 hereof (such date and time of delivery and payment for the Securities being herein called the "Closing Date"). Delivery of the Securities shall be made to the Representatives for the respective accounts of the several Underwriters against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Company by wire transfer payable in same-day funds to an account specified by the Company. Delivery of the Securities shall be made through the facilities of The Depository Trust Company. Certificates for the Securities shall be registered in such names and in such denominations as the Representatives may request not less than two Business Days in advance of the Closing Date.

The Company agrees to have the Securities available for inspection, checking and packaging by the Representatives in New York, New York, not later than 4:00 p.m. on the Business Day prior to the Closing Date.

SECTION 4. Offering by Underwriters. It is understood that the several Underwriters propose to offer the Securities for sale to the public as set forth in the Disclosure Package.

SECTION 5. Agreements. The Company agrees with the several Underwriters that:

(a) Prior to the termination of the offering of the Securities, the Company will not file any amendment of the Registration Statement or supplement (including the Final Prospectus or any Preliminary Prospectus) to the Base Prospectus or amend or supplement any Issuer Free Writing Prospectus without first furnishing the Representatives with copies of any such documents a reasonable amount of time prior to such proposed filing (other than filings made in the ordinary course of business by the Company pursuant to its reporting obligations under the Exchange Act that do not relate to the offering of the Securities) and will not file any such proposed amendment or supplement to which you reasonably object promptly after receipt of such amendment or supplement. The Company will cause the Final Prospectus, properly completed, and any supplement thereto to be filed in a form approved by the Representatives with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will provide evidence satisfactory to the Representatives of such timely filing. The Company will promptly advise the Representatives (i) when the Final Prospectus, and any supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b), (ii) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (iii) of any request by the Commission or its staff for any amendment of the Registration Statement or for any supplement to the Final Prospectus or for any additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any notice objecting to its use or the institution or threatening of any proceeding for that purpose or pursuant to Section 8A of the Act, (v) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose and (vi) of the receipt by the Company of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2). The Company will use its reasonable efforts to prevent the issuance of any such stop order or the occurrence of any such suspension or objection to the use of the Registration Statement and, upon such issuance, occurrence or notice of objection, to obtain as soon as possible the withdrawal of such stop order or relief from such occurrence or objection, including, if necessary, by filing an amendment to the Registration Statement or a new registration statement and using its best efforts to have such amendment or new registration statement declared effective as soon as practicable.

(b) The Company will prepare a final term sheet, containing a description of final terms of the Securities and the offering thereof, in the form approved by you and attached as Schedule III hereto and will file such term sheet pursuant to Rule 433(d) within the time required by such Rule.

(c) If, at any time when a prospectus relating to the Securities is required to be delivered under the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), any event occurs as a result of which the Disclosure Package would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are being made, not misleading, or if it shall be necessary to amend or supplement the Disclosure Package to comply with the Act or the Exchange Act or the respective rules thereunder, the Company promptly will (i) notify the Representatives so that any use of the Disclosure Package may cease until it is amended or supplemented; (ii) amend or supplement, subject to the first sentence of paragraph (a) of this Section 5, the Disclosure Package to correct such statement or omission or effect such compliance; and (iii) supply any amendment or supplement to you in such quantities as you may reasonably request.

(d) If, at any time when a prospectus relating to the Securities is required to be delivered under the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), any event occurs as a result of which the Final Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made at such time not misleading, or if it shall be necessary to amend the Registration Statement, file a new registration statement or supplement the Final Prospectus to comply with the Act or the Exchange Act or the respective rules thereunder, including in connection with use or delivery of the Final Prospectus, the Company promptly will (i) notify the Representatives of any such event, (ii) prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 5, an amendment or supplement or new registration statement which will correct such statement or omission or effect such compliance, (iii) use its reasonable efforts to have any amendment to the Registration Statement or new registration statement declared effective as soon as reasonably practicable in order to avoid any disruption in use of the Final Prospectus and (iv) supply any supplemented Final Prospectus to you in such quantities as you may reasonably request.

(e) As soon as reasonably practicable, the Company will make generally available to its security holders and to the Representatives an earning statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158.

(f) The Company will furnish to the Representatives and counsel for the Underwriters, without charge, signed copies of the Registration Statement (including exhibits thereto) and to each other Underwriter a copy of the Registration Statement (without exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), as many copies of each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus and any supplement thereto as the Representatives may reasonably request. The Company will pay the expenses of printing or other production of all documents relating to the offering.

(g) The Company will arrange, if necessary, for the qualification of the Securities for sale under the laws of such jurisdictions as the Representatives may designate and will maintain such qualifications in effect so long as required for the distribution of the Securities; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Securities, or taxation, in any jurisdiction where it is not now so subject.

(h) The Company agrees that, unless it has or shall have obtained the prior written consent of the Representatives, and each Underwriter, severally and not jointly, agrees with the Company that, unless it has or shall have obtained, as the case may be, the prior written consent of the Company (in each case, which consent shall not be unreasonably delayed, withheld or conditioned), it has not made and will not make any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a “free writing prospectus” (as defined in Rule 405) required to be filed by the Company or the Underwriters with the Commission or retained by the Company or the Underwriters under Rule 433, other than a free writing prospectus containing the information contained in the final term sheet prepared and filed pursuant to Section 5(b) hereto; provided that the prior written consent of the parties hereto shall be deemed to have been given in respect of the Free Writing Prospectuses included in Schedule II hereto and any electronic road show. Any such free writing prospectus consented to by the Representatives or the Company is hereinafter referred to as a “Permitted Free Writing Prospectus.” The Company agrees that (x) it has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus and (y) it has complied and will comply, as the case may be, with the requirements of Rules 164 and 433 applicable to any Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and, pursuant to reasonable procedures developed in good faith, record keeping.

(i) The Company will not, without the prior written consent of the Representatives, offer, sell, contract to sell, pledge, or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company or any affiliate of the Company), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, on any debt securities issued or guaranteed by the Company (other than the Securities) or publicly announce an intention to effect any such transaction, until the Business Day following the Closing Date.

(j) The Company will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(k) The Company agrees to pay or cause to be paid the costs and expenses relating to the following matters: (i) the preparation, printing or reproduction and filing with the Commission of the Registration Statement (including financial statements and exhibits thereto), each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus, and each amendment or supplement to any of them; (ii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Registration Statement, each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus, and all amendments or supplements to any of them, as may, in each case, be reasonably requested for use in connection with the offering and sale of the Securities; (iii) the preparation, printing, authentication, issuance and delivery of certificates for the Securities, including any stamp or transfer taxes or other duties payable in connection with the original issuance and sale of the Securities; (iv) the printing (or reproduction) and delivery of this Agreement, any blue sky memorandum and all other agreements or documents printed (or reproduced) and delivered in connection with the offering of the Securities; (v) the transportation and other costs and expenses incurred by or on behalf of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the Securities; (vi) the fees and expenses of the Company's accountants, eOne's accountants and the fees, expenses of counsel (including local and special counsel) for the Company; (vii) the fees and expenses of the Trustee and the fees and expenses of its counsel; (viii) any fees payable in connection with the rating of the Securities with the ratings agencies; and (ix) all other costs and expenses incident to the performance by the Company of its obligations hereunder, it being understood that except as provided in Section 7, Section 8 and this Section 5(k), the Underwriters shall pay all of their own costs and expenses, including the fees of their counsel.

(l) The Company will use the net proceeds received by it from the sale of the Securities in the manner specified in the "Use of Proceeds" section of the Registration Statement, the Disclosure Package and the Final Prospectus.

SECTION 6. Conditions to the Obligations of the Underwriters. The obligations of the Underwriters to purchase the Securities shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein as of the Execution Time and the Closing Date, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) The Final Prospectus, and any supplement thereto, have been filed in the manner and within the time period required by Rule 424(b); the final term sheet contemplated by Section 5(b) hereto, and any other material required to be filed by the Company pursuant to Rule 433(d), shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; and no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use shall have been issued and no proceedings for that purpose or pursuant to Rule 401(g)(2) or pursuant to Section 8A under the Act shall have been instituted or threatened.

(b) The Company shall have requested and caused Cravath, Swaine & Moore LLP, counsel for the Company, to have furnished to the Representatives their opinion and negative assurance letter, dated the Closing Date and addressed to the Representatives in form and substance reasonably satisfactory to the Representatives.

(c) The Representatives shall have received from Tarrant Sibley, Executive Vice President Chief Legal Officer and Corporate Secretary of the Company, his opinion, dated the Closing Date and addressed to the Representatives in form and substance reasonably satisfactory to the Representatives.

(d) The Representatives shall have received from Weil, Gotshal & Manges LLP, counsel for the Underwriters, such opinion or opinions, including a negative assurance statement, dated the Closing Date and addressed to the Representatives, with respect to the issuance and sale of the Securities, the Indenture, the Registration Statement, the Disclosure Package, the Final Prospectus (together with any supplement thereto) and other related matters as the Representatives may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(e) The Company shall have furnished to the Representatives a certificate of the Company, signed by the principal financial or accounting officer of the Company, dated the Closing Date, to the effect that the signer of such certificate has carefully examined the Registration Statement, the Disclosure Package, the Final Prospectus and any supplements or amendments thereto, as well as each electronic road show used in connection with the offering of the Securities, and this Agreement and that:

(i) the representations and warranties of the Company in this Agreement are true and correct on and as of the Closing Date with the same effect as if made on the Closing Date and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date;

(ii) no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use has been issued and no proceedings for that purpose have been instituted or, to the Company's knowledge, threatened; and

(iii) since the date of the most recent financial statements of the Company and its subsidiaries included in the Disclosure Package and the Final Prospectus (in each case, exclusive of any amendment or supplement thereto), there has been no Material Adverse Effect, except as set forth in or contemplated in the Disclosure Package and the Final Prospectus (in each case, exclusive of any amendment or supplement thereto).

(f) At the date hereof and at the Closing Date, the Company shall have requested and caused KPMG LLP, the Company's independent registered public accounting firm and PricewaterhouseCoopers LLP, eOne's independent registered public accounting firm, to furnish to the Underwriters letters, dated respectively as of the date hereof and as of the Closing Date, in form and substance reasonably satisfactory to the Underwriters with respect to the audited and unaudited financial statements and certain financial information contained or incorporated by reference in the Registration Statement, the Preliminary Prospectus and the Final Prospectus.

(g) Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Registration Statement (exclusive of any amendment thereto) and the Final Prospectus (exclusive of any amendment or supplement thereto), there shall not have been (i) any change or decrease specified in the letter or letters referred to in paragraph (f) of this Section 6 or (ii) any change, or any development reasonably likely to result in a change, in or affecting the condition (financial or otherwise), earnings, business or properties of the Company and its subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Disclosure Package and the Final Prospectus (in each case, exclusive of any amendment or supplement thereto) the effect of which, in any case referred to in clause (i) or (ii) above, is, in the sole judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Registration Statement, the Disclosure Package and the Final Prospectus (in each case, exclusive of any amendment or supplement thereto).

(h) Subsequent to the Applicable Time, there shall not have been (i) any withdrawal of or decrease in the rating of any of the Company's debt securities below Baa3 at Moody's Investors Service, Inc. ("Moody's"), below BBB- at S&P Global Ratings, a division of S&P Global, Inc. ("S&P") or below BBB- at Fitch Ratings, Inc. ("Fitch") or (ii) any notice given of any such intended or potential decrease in or withdrawal of any such rating below Baa3 at Moody's, below BBB- at S&P or below BBB- at Fitch.

(i) Prior to the Closing Date, the Company shall have furnished to the Representatives such further information, certificates and documents as the Representatives may reasonably request.

If any of the conditions specified in this Section 6 shall not have been fulfilled when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancellation shall be given to the Company in writing or by telephone or facsimile confirmed in writing.

The documents required to be delivered by this Section 6 shall be delivered at the office of Weil, Gotshal & Manges LLP, counsel for the Underwriters, at 767 Fifth Avenue, New York, New York 10153, on or prior to the Closing Date, as applicable.

SECTION 7. Reimbursement of Underwriters' Expenses. If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 6 hereof is not satisfied, because of any termination pursuant to Section 10 hereof or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, the Company will reimburse the Underwriters severally through the Representatives on demand for all expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities.

SECTION 8. Indemnification and Contribution.

(a) The Company agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees, affiliates and agents of each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act,

the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement as originally filed or in any amendment thereof, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Base Prospectus, any Preliminary Prospectus or any other preliminary prospectus supplement relating to the Securities, the Final Prospectus, the Disclosure Package, any Issuer Free Writing Prospectus or the information contained in the final term sheet required to be prepared and filed pursuant to Section 5(b) hereto, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described in subsection (b) below. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) Each Underwriter severally and not jointly agrees to indemnify and hold harmless the Company, each of its directors, each of its officers who signs the Registration Statement, and each person who controls the Company within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Company by or on behalf of such Underwriter through the Representatives specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. The Company acknowledges that (i) the sentences related to concessions and reallowances in the fourth paragraph under the section “Underwriting” and (ii) the eighth paragraph under the section “Underwriting” in any Preliminary Prospectus and the Final Prospectus constitute the only information furnished in writing by or on behalf of the several Underwriters for inclusion in any Preliminary Prospectus, the Final Prospectus or any Issuer Free Writing Prospectus.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party’s choice at the indemnifying party’s expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party’s election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel, and the indemnifying party shall bear the reasonable fees,

costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. It is understood and agreed that the indemnifying party shall not, in connection with any one such proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to a single firm of local counsel) for all indemnified parties, and that all such fees and expenses shall be reimbursed promptly following a documented request for reimbursement. An indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes (i) an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) In the event that the indemnity provided in paragraph (a), (b) or (c) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company and the Underwriters severally agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) (collectively “Losses”) to which the Company and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and by the Underwriters on the other from the offering of the Securities. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Underwriters severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriters shall be deemed to be equal to the total underwriting discounts and commissions, in each case as set forth on the cover page of the Final Prospectus. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. The Underwriters’ obligations to contribute pursuant to this Section 8(d) are several, and not joint, in proportion to their respective underwriting commitments as set forth opposite their names in Schedule I. Notwithstanding the provisions of this Section 8, in no case shall any Underwriter be responsible for any amount in excess of the underwriting discount or commission applicable to the Securities purchased by such Underwriter hereunder. Notwithstanding the provisions of this paragraph (d), no person guilty of

fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee, affiliate and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d).

SECTION 9. Default by an Underwriter. If any one or more Underwriters shall fail to purchase and pay for any of the Securities agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the principal amount of Securities set forth opposite their names in Schedule I hereto bears to the aggregate principal amount of Securities set forth opposite the names of all the remaining Underwriters) the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided, however, that in the event that the aggregate principal amount of Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate principal amount of the Securities set forth in Schedule I hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Securities, and if such nondefaulting Underwriters do not purchase all the Securities, this Agreement will terminate without liability to any nondefaulting Underwriter or the Company except that the provisions of Sections 5(k), 7, 8, 11 and 17 shall at all times be effective and shall survive such termination. In the event of a default by any Underwriter as set forth in this Section 9, the Closing Date shall be postponed for such period, not exceeding five Business Days, as the Representatives shall determine in order that the required changes in the Registration Statement, the Disclosure Package and the Final Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and any nondefaulting Underwriter for damages occasioned by its default hereunder.

SECTION 10. Termination. This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Company prior to delivery of and payment for the Securities, if at any time prior to such delivery and payment (i) trading in the Company's common stock shall have been suspended by the Commission or The NASDAQ Global Select Market ("Nasdaq") or trading in securities generally on either Nasdaq or the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such exchange, (ii) a banking moratorium shall have been declared either by Federal or New York State authorities, (iii) there shall have occurred a material disruption in commercial banking or securities settlement or clearance services or (iv) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Representatives, impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto).

SECTION 11. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company or any of the officers, directors, employees, agents or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 5(k), 7, 8 and 16 hereof shall survive the termination or cancellation of this Agreement.

SECTION 12. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Underwriters shall be directed to BofA Securities, Inc. at 50 Rockefeller Plaza, NY1-050-12-02, New York, New York 10020, Facsimile: (646) 855-5958, Attention: High Grade Transaction Management/Legal, to J.P. Morgan Securities LLC, 383 Madison Avenue, New York, NY 10179, Attention: Investment Grade Syndicate Desk, Fax: (212) 834-6081 and to Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013, Attention: General Counsel, facsimile number: (646) 291-1469; notices to the Company shall be directed to it at 1011 Newport Avenue, Pawtucket, Rhode Island 02861, Attention: Tarrant Sibley, Executive Vice President, Chief Legal Officer and Corporate Secretary.

SECTION 13. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, affiliates, agents and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

SECTION 14. No Fiduciary Duty. The Company hereby acknowledges that (i) the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the Underwriters and any affiliate through which it may be acting, on the other, (ii) the Underwriters are acting as principals and not as agents or fiduciaries of the Company and (iii) the Company's engagement of the Underwriters in connection with the offering and the process leading up to the offering is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with the offering (irrespective of whether any of the Underwriters has advised or is currently advising the Company on related or other matters). The Company agrees that it will not claim that the Underwriters have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

SECTION 15. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this Section 13, a "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). "Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. "U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

SECTION 16. Integration. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Underwriters, or any of them, with respect to the subject matter hereof.

SECTION 17. Applicable Law. This Agreement and any claim, controversy or dispute arising under or relating to this Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

SECTION 18. Submission to Jurisdiction. The Company hereby submits to the exclusive jurisdiction of the U.S. federal and New York state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby (other than those arising out of or relating to the Arrangement Agreement or the consummation of the Proposed Acquisition). The Company waives any objection which it may now or hereafter have to the laying of venue of any such suit or proceeding in such courts. The Company agrees that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Company and may be enforced in any court to the jurisdiction of which Company is subject by a suit upon such judgment.

SECTION 19. Waiver of Jury Trial. The Company hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

SECTION 20. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

SECTION 21. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

SECTION 22. Definitions. The terms that follow, when used in this Agreement, shall have the meanings indicated.

“Act” shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

“Applicable Time” shall mean 4:00 P.M on November 13, 2019, the time when sales of the Securities were first made.

“Base Prospectus” shall mean the base prospectus referred to in paragraph 1(a) above contained in the Registration Statement at the Applicable Time.

“Business Day” shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

“Commission” shall mean the Securities and Exchange Commission.

"Disclosure Package" shall mean (i) the Base Prospectus, (ii) the Preliminary Prospectus used most recently prior to the Applicable Time, (iii) the final term sheet prepared and filed pursuant to Section 5(b) hereto, if any, and (iv) any other Free Writing Prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package.

"Effective Date" shall mean each date and time that the Registration Statement and any post-effective amendment or amendments thereto became or becomes effective.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Execution Time" shall mean the date and time that this Agreement is executed and delivered by the parties hereto.

"Final Prospectus" shall mean the prospectus supplement relating to the Securities that was first filed pursuant to Rule 424(b) after the Applicable Time, together with the Base Prospectus.

"Free Writing Prospectus" shall mean a free writing prospectus, as defined in Rule 405.

"Issuer Free Writing Prospectus" shall mean an issuer free writing prospectus, as defined in Rule 433. For the avoidance of doubt, the term "Issuer Free Writing Prospectus" shall include the final term sheet contemplated by Section 5(b), the Free Writing Prospectuses identified on Schedule II hereto and each electronic road show used in connection with the offering of the Securities.

"Preliminary Prospectus" shall mean any preliminary prospectus supplement to the Base Prospectus referred to in paragraph 1(a) above which is used prior to the filing of the Final Prospectus, together with the Base Prospectus.

"Registration Statement" shall mean the registration statement referred to in paragraph 1(a) below, including exhibits and financial statements and any prospectus supplement relating to the Securities that is filed with the Commission pursuant to Rule 424(b) and deemed part of such registration statement pursuant to Rule 430B, as amended on each Effective Date and, in the event any post-effective amendment thereto becomes effective prior to the Closing Date (including, but not limited to, that certain Post-Effective Amendment No. 1 to Form S-3, dated as of June 13, 2018 and Post-Effective Amendment No. 2 to Form S-3, dated as of November 4, 2019), shall also mean such registration statement as so amended.

"Rule 158", "Rule 163", "Rule 164", "Rule 172", "Rule 401", "Rule 405", "Rule 415", "Rule 424", "Rule 430B", "Rule 433", "Rule 456" and "Rule 457" refer to such rules under the Act. "subsidiary" or "subsidiaries" shall mean, with respect to the Company, individually or collectively (as applicable), each of the Company's majority-owned subsidiaries.

"Trust Indenture Act" shall mean the Trust Indenture Act of 1939, as amended and the rules and regulations of the Commission promulgated thereunder.

"Well-Known Seasoned Issuer" shall mean a well-known seasoned issuer, as defined in Rule 405.

All references in this Agreement to financial statements and schedules and other information which is “contained,” “included” or “stated” (or other references of like import) in the Registration Statement, any preliminary prospectus or the Final Prospectus shall be deemed to include all such financial statements and schedules and other information incorporated or deemed incorporated by reference in the Registration Statement, such preliminary prospectus or the Final Prospectus, as the case may be, prior to the execution and delivery of this Agreement; and all references in this Agreement to amendments or supplements to the Registration Statement, any preliminary prospectus or the Final Prospectus shall be deemed to include the filing of any document under the Exchange Act that is incorporated or deemed to be incorporated by reference in the Registration Statement, such preliminary prospectus or the Final Prospectus, as the case may be, at or after the execution and delivery of this Agreement.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the several Underwriters.

Very truly yours,

HASBRO, INC.

By: /s/ Deborah Thomas
Name: Deborah Thomas
Title: Executive Vice President and Chief Financial Officer

The foregoing Agreement is
hereby confirmed and accepted
as of the date first above written.

BOFA SECURITIES, INC.

By: /s/ Tucker Williamson
Name: Tucker Williamson
Title: Managing Director

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Adam D. Bordner
Name: Adam D. Bordner
Title: Director

J.P. MORGAN SECURITIES LLC

By: /s/ Som Bhattacharyya
Name: Som Bhattacharyya
Title: Executive Director

For themselves and as Representatives of the other Underwriters named in Schedule I hereto.

SCHEDULE I

Underwriters	Principal Amount of the 2022 Notes	Principal Amount of the 2024 Notes	Principal Amount of the 2026 Notes	Principal Amount of the 2029 Notes
BofA Securities, Inc.	$ 81,000,000	$ 135,000,000	$ 182,250,000	$ 243,000,000
J.P. Morgan Securities LLC	51,000,000	85,000,000	114,750,000	153,000,000
Citigroup Global Markets Inc.	39,000,000	65,000,000	87,750,000	117,000,000
MUFG Securities Americas Inc.	24,000,000	40,000,000	54,000,000	72,000,000
Scotia Capital (USA) Inc.	24,000,000	40,000,000	54,000,000	72,000,000
SunTrust Robinson Humphrey, Inc.	24,000,000	40,000,000	54,000,000	72,000,000
ANZ Securities, Inc.	19,500,000	32,500,000	43,875,000	58,500,000
Citizens Capital Markets, Inc.	15,000,000	25,000,000	33,750,000	45,000,000
BBVA Securities Inc.	7,500,000	12,500,000	16,875,000	22,500,000
The Huntington Investment Company	7,500,000	12,500,000	16,875,000	22,500,000
SMBC Nikko Securities America, Inc.	7,500,000	12,500,000	16,875,000	22,500,000
Total	$300,000,000	$ 500,000,000	$ 675,000,000	$ 900,000,000

SCHEDULE II

1. None.

SCHEDULE III

Relating to Preliminary Prospectus Supplement dated November 13, 2019 to Prospectus dated September 5, 2017

Filed Pursuant to Rule 433
Registration No. 333-220331
November 13, 2019

Hasbro, Inc.
Pricing Term Sheet

$300,000,000 2.600% Notes due 2022

Issuer:	Hasbro, Inc.
Expected Ratings (Moody's/S&P/Fitch)*:	Baa3/BBB-/BBB-
Trade Date:	November 13, 2019
Settlement Date:	November 19, 2019 (T+4)
Title:	2.600% Notes due 2022
Principal Amount:	$300,000,000
Maturity Date:	November 19, 2022
Coupon (Interest Rate):	2.600%
Interest Payment Dates:	Semi-annually on May 19 and November 19, commencing on May 19, 2020
Interest Rate Adjustment:	The interest rate payable on each series of the Notes will be subject to adjustments from time to time if either Moody's or S&P (or a substitute rating agency therefor) downgrades (or downgrades and subsequently upgrades) the credit rating assigned to the applicable series of Notes as described under "Description of the Notes—Interest Rate Adjustment" in the preliminary prospectus supplement.
Spread to Benchmark Treasury:	+ 95 basis points
Yield to Maturity:	2.604%
Benchmark Treasury:	UST 1.625% due November 15, 2022
Benchmark Treasury Price / Yield:	99-29 1/4 / 1.654%

Make-Whole Call:	T + 15 basis points
Par Call:	None
Price to Public:	99.989%
Special Mandatory Redemption:	Under certain conditions described in the preliminary prospectus supplement referred to below, the Company will be required to redeem all of the notes at a redemption price equal to 101% of the aggregate principal amount of the notes plus accrued and unpaid interest, if any, to, but not including, the redemption date.
CUSIP / ISIN:	418056 AW7 / US418056AW74
Joint Book-Running Managers:	BofA Securities, Inc. J.P. Morgan Securities LLC Citigroup Global Markets Inc. MUFG Securities Americas Inc. Scotia Capital (USA) Inc. SunTrust Robinson Humphrey, Inc. Citizens Capital Markets, Inc.
Co-Managers:	ANZ Securities, Inc. BBVA Securities Inc. The Huntington Investment Company SMBC Nikko Securities America, Inc.

$500,000,000 3.000% Notes due 2024

Issuer:	Hasbro, Inc.
Expected Ratings (Moody's/S&P/Fitch)*:	Baa3/BBB-/BBB-
Trade Date:	November 13, 2019
Settlement Date:	November 19, 2019 (T+4)
Title:	3.000% Notes due 2024
Principal Amount:	$500,000,000
Maturity Date:	November 19, 2024

Coupon (Interest Rate):	3.000%
Interest Payment Dates:	Semi-annually on May 19 and November 19, commencing on May 19, 2020
Interest Rate Adjustment:	The interest rate payable on each series of the Notes will be subject to adjustments from time to time if either Moody's or S&P (or a substitute rating agency therefor) downgrades (or downgrades and subsequently upgrades) the credit rating assigned to the applicable series of Notes as described under "Description of the Notes—Interest Rate Adjustment" in the preliminary prospectus supplement.
Spread to Benchmark Treasury:	+ 135 basis points
Yield to Maturity:	3.041%
Benchmark Treasury:	UST 1.500% due October 31, 2024
Benchmark Treasury Price / Yield:	99-03 / 1.691%
Make-Whole Call:	T + 25 basis points (prior to October 19, 2024)
Par Call:	On or after October 19, 2024
Price to Public:	99.811%
Special Mandatory Redemption:	Under certain conditions described in the preliminary prospectus supplement referred to below, the Company will be required to redeem all of the notes at a redemption price equal to 101% of the aggregate principal amount of the notes plus accrued and unpaid interest, if any, to, but not including, the redemption date.
CUSIP / ISIN:	418056 AX5 / US418056AX57
Joint Book-Running Managers:	BofA Securities, Inc. J.P. Morgan Securities LLC Citigroup Global Markets Inc. MUFG Securities Americas Inc. Scotia Capital (USA) Inc. SunTrust Robinson Humphrey, Inc. Citizens Capital Markets, Inc.
Co-Managers:	ANZ Securities, Inc. BBVA Securities Inc. The Huntington Investment Company SMBC Nikko Securities America, Inc.

$675,000,000 3.550% Notes due 2026

Issuer:	Hasbro, Inc.
Expected Ratings (Moody’s/S&P/Fitch)*:	Baa3/BBB-/BBB-
Trade Date:	November 13, 2019
Settlement Date:	November 19, 2019 (T+4)
Title:	3.550% Notes due 2026
Principal Amount:	$675,000,000
Maturity Date:	November 19, 2026
Coupon (Interest Rate):	3.550%
Interest Payment Dates:	Semi-annually on May 19 and November 19, commencing on May 19, 2020
Interest Rate Adjustment:	The interest rate payable on each series of the Notes will be subject to adjustments from time to time if either Moody’s or S&P (or a substitute rating agency therefor) downgrades (or downgrades and subsequently upgrades) the credit rating assigned to the applicable series of Notes as described under “Description of the Notes—Interest Rate Adjustment” in the preliminary prospectus supplement.
Spread to Benchmark Treasury:	+ 180 basis points
Yield to Maturity:	3.598%
Benchmark Treasury:	UST 1.625% due October 31, 2026
Benchmark Treasury Price / Yield:	98-28 / 1.798%
Make-Whole Call:	T + 30 basis points (prior to September 19, 2026)
Par Call:	On or after September 19, 2026
Price to Public:	99.705%
Special Mandatory Redemption:	Under certain conditions described in the preliminary prospectus supplement referred to below, the Company will be required to redeem all of the notes at a redemption price equal to 101% of the aggregate principal amount of the notes plus accrued and unpaid interest, if any, to, but not including, the redemption date.

CUSIP / ISIN:	418056 AY3 / US418056AY31
Joint Book-Running Managers:	BofA Securities, Inc. J.P. Morgan Securities LLC Citigroup Global Markets Inc. MUFG Securities Americas Inc. Scotia Capital (USA) Inc. SunTrust Robinson Humphrey, Inc. Citizens Capital Markets, Inc.
Co-Managers:	ANZ Securities, Inc. BBVA Securities Inc. The Huntington Investment Company SMBC Nikko Securities America, Inc.

$900,000,000 3.900% Notes due 2029

Issuer:	Hasbro, Inc.
Expected Ratings (Moody's/S&P/Fitch)*:	Baa3/BBB-/BBB-
Trade Date:	November 13, 2019
Settlement Date:	November 19, 2019 (T+4)
Title:	3.900% Notes due 2029
Principal Amount:	$900,000,000
Maturity Date:	November 19, 2029
Coupon (Interest Rate):	3.900%
Interest Payment Dates:	Semi-annually on May 19 and November 19, commencing on May 19, 2020
Interest Rate Adjustment:	The interest rate payable on each series of the Notes will be subject to adjustments from time to time if either Moody's or S&P (or a substitute rating agency therefor) downgrades (or downgrades and subsequently upgrades) the credit rating assigned to the applicable series of Notes as described under "Description of the Notes—Interest Rate Adjustment" in the preliminary prospectus supplement.
Spread to Benchmark Treasury:	+ 205 basis points

Yield to Maturity:	3.939%
Benchmark Treasury:	UST 1.750% due November 15, 2029
Benchmark Treasury Price / Yield:	98-23+ / 1.889%
Make-Whole Call:	T + 35 basis points (prior to August 19, 2029)
Par Call:	On or after August 19, 2029
Price to Public:	99.680%
Special Mandatory Redemption:	Under certain conditions described in the preliminary prospectus supplement referred to below, the Company will be required to redeem all of the notes at a redemption price equal to 101% of the aggregate principal amount of the notes plus accrued and unpaid interest, if any, to, but not including, the redemption date.
CUSIP / ISIN:	418056 AZ0 / US418056AZ06
Joint Book-Running Managers:	BofA Securities, Inc. J.P. Morgan Securities LLC Citigroup Global Markets Inc. MUFG Securities Americas Inc. Scotia Capital (USA) Inc. SunTrust Robinson Humphrey, Inc. Citizens Capital Markets, Inc.
Co-Managers:	ANZ Securities, Inc. BBVA Securities Inc. The Huntington Investment Company SMBC Nikko Securities America, Inc.

* Note: A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

We expect that the delivery of the notes will be made against payment therefor on or about November 19, 2019, which is the fourth scheduled business day following the date of this term sheet (such settlement cycle being referred to as “T+4”). Under Rule 15c6-1 promulgated under the Securities Exchange Act of 1934, as amended, trades in the secondary market generally are required to settle in two business days, unless the parties to that trade expressly agree otherwise. Accordingly, purchasers who wish to trade the notes on any date prior to two business days before delivery will be required, by virtue of the fact that the notes initially will settle in T+4, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement.

The issuer has filed a registration statement (including a prospectus) (File No. 333-220331) with the Securities and Exchange Commission (the “SEC”) for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the

Securities and Exchange Commission Web site at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling or e-mailing BofA Securities, Inc. toll-free at (800) 294-1322 or dg.prospectus_requests@baml.com, calling J.P. Morgan Securities LLC collect at (212) 834-4533 or calling Citigroup Global Markets Inc. toll-free at (800) 831-9146.

Exhibit 1.2

EXECUTION VERSION

HASBRO, INC.

2.600% Notes due 2022
3.000% Notes due 2024
3.550% Notes due 2026
3.900% Notes due 2029

SIXTH SUPPLEMENTAL INDENTURE

Dated as of November 19, 2019

to

Indenture Dated as of March 15, 2000

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO THE BANK OF NOVA SCOTIA TRUST COMPANY OF NEW YORK

as Original Trustee

U.S. BANK NATIONAL ASSOCIATION

as Series Trustee

This SIXTH SUPPLEMENTAL INDENTURE (the "Sixth Supplemental Indenture") dated as of November 19, 2019 among HASBRO, INC., a Rhode Island corporation (the "Company"), THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION (as successor trustee to THE BANK OF NOVA SCOTIA TRUST COMPANY OF NEW YORK), as the original trustee (the "Original Trustee"), and U.S. BANK NATIONAL ASSOCIATION, as the series trustee (the "Series Trustee" and, together with the Original Trustee, the "Trustees").

RECITALS

WHEREAS, the Company and the Original Trustee have heretofore executed and delivered an Indenture dated as of March 15, 2000 (together with the First Supplemental Indenture, dated as of September 17, 2007, the Second Supplemental Indenture, dated as of May 13, 2009, the Third Supplemental Indenture, dated as of March 11, 2010, the Fourth Supplemental Indenture, dated as of May 13, 2014 and the Fifth Supplemental Indenture, dated as of September 13, 2017, the "Original Indenture" and, together with this Sixth Supplemental Indenture, the "Indenture") to provide for the issuance of the Company's debt securities in one or more series;

WHEREAS, Sections 2.01, 3.01 and 9.01 of the Original Indenture provide, among other things, that the Company and the Original Trustee may, without the consent of Holders, enter into indentures supplemental to the Original Indenture to provide for specific terms applicable to any series of notes;

WHEREAS, the Company desires to provide for the issuance of four new series of debt securities to be designated as the 2.600% Notes due 2022 (the "2022 Notes"), the 3.000% Notes due 2024 (the "2024 Notes"), the 3.550% Notes due 2026 (the "2026 Notes") and the 3.900% Notes due 2029 (the "2029 Notes" and, together with the 2022 Notes, the 2024 Notes and the 2026 Notes, the "Notes") and to set forth the terms that will be applicable thereto and the form thereof;

WHEREAS, the Company desires to appoint the Series Trustee as the Trustee under the Indenture solely with respect to each series of Notes and the Series Trustee is willing to accept such appointment;

WHEREAS, Section 9.01 of the Original Indenture provides, among other things, that the Company may, without the consent of Holders, enter into a supplemental indenture to the Original Indenture to evidence the appointment of, and acceptance of such appointment by, a successor trustee in connection with the issuance of one or more series of Securities and has requested the Original Trustee join in the execution of this Sixth Supplemental Indenture for the sole and limited purpose of compliance with Section 9.01 of the Original Indenture;

WHEREAS, the Company desires the Original Trustee to continue to serve as the Trustee under the Indenture with respect to all of the series of Securities as to which it has served and continues to serve as Trustee under the Original Indenture and for all other purposes under the Original Indenture (other than with respect to each series of Notes issued pursuant to this Sixth Supplemental Indenture);

WHEREAS, in accordance with Sections 1.02, 7.01 and 9.03 of the Original Indenture, the Company has delivered to the Trustees an Officers' Certificate and Opinion of Counsel stating that the execution of this Sixth Supplemental Indenture is authorized or permitted by the Indenture and that all conditions precedent have been complied with and, accordingly, this Sixth Supplemental Indenture, the amendments set forth herein and the Trustees' execution of this Sixth Supplemental Indenture are authorized pursuant to the Original Indenture; and

WHEREAS, all action on the part of the Company necessary to make this Sixth Supplemental Indenture a valid agreement of the Company and to authorize the issuance of the Notes under the Original Indenture (as supplemented hereby) has been duly taken;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

APPLICATION OF SIXTH SUPPLEMENTAL INDENTURE AND CREATION OF NOTES

Section 1.01. Application of this Sixth Supplemental Indenture.

Notwithstanding any other provision of this Sixth Supplemental Indenture, the provisions of this Sixth Supplemental Indenture, including the covenants set forth herein, are expressly and solely for the benefit of each series of Notes.

Section 1.02. Effect of Sixth Supplemental Indenture.

With respect to the Notes only, the Original Indenture shall be supplemented pursuant to Sections 2.01, 3.01 and 9.01 thereof to establish the terms of the Notes as set forth in this Sixth Supplemental Indenture, including as follows:

(a) the definitions set forth in Article One of the Original Indenture shall be modified to the extent provided in Article VI of this Sixth Supplemental Indenture;

(b) the form and terms of the securities representing the Notes required to be established pursuant to Sections 2.01 and 3.01 of the Original Indenture shall be established in accordance with Sections 1.03, 1.04, 1.05, 1.06, 1.07 and 1.08 of this Sixth Supplemental Indenture;

(c) the provisions of Article Ten of the Original Indenture regarding certain covenants of the Company shall be supplemented and amended by the provisions of Article VIII of this Sixth Supplemental Indenture;

(d) the provisions of Article Six of the Original Indenture regarding certain Events of Default shall be supplemented and amended by the provisions of Article IX of this Sixth Supplemental Indenture;

(e) the provisions of Article Five of the Original Indenture regarding Satisfaction, Discharge and Defeasance shall be supplemented and amended by the provisions of Article X of this Sixth Supplemental Indenture;

(f) the provisions of Article Eight of the Original Indenture regarding Consolidation, Merger or Sale shall be supplemented and amended by the provisions of Article XI of this Sixth Supplemental Indenture; and

(g) the provisions of Article Nine of the Original Indenture regarding Supplemental Indentures shall be supplemented and amended by the provisions of Article XII of this Sixth Supplemental Indenture.

Section 1.03. Designation and Amount of Notes.

There is hereby established four new series of Securities to be issued under the Indenture, to be designated as the "2.600% Notes due 2022", "3.000% Notes due 2024", "3.550% Notes due 2026" and "3.900% Notes due 2029". The initial maximum aggregate principal amount of the Notes that may be authenticated and delivered under this Sixth Supplemental Indenture shall not exceed (i) $300,000,000 of 2022 Notes, (ii) $500,000,000 of 2024 Notes, (iii) $675,000,000 of 2026 Notes and (iv) $900,000,000 of 2029 Notes, except for Notes authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of, Notes pursuant to Section 3.03, 3.04, 3.05 or 3.06 of the Original Indenture , and unless the applicable series of Notes is "reopened" by issuing additional Notes of such series (the "Additional Notes"), in each case in an amount or amounts and registered in the names of such Persons as shall be set forth in any written order of the Company for the authentication and delivery of the applicable series of Notes pursuant to Section 3.03 of the Original Indenture.

Section 1.04. Terms; Form of Security.

The Company shall issue any Additional Notes by adopting a Board Resolution in the manner set forth in Section 3.01 of the Original Indenture providing for the terms of such issuance. Notwithstanding the foregoing, the Notes are issuable in fully registered form as a global Security without coupons and shall be in substantially the form of Exhibit A. Within 14 days after the occurrence of any Event of Default, upon request of the Depositary, the Company shall execute, and the Series Trustee upon receipt of a Company Order shall authenticate and deliver, in exchange for a series of Notes in global form, the Notes of such series in certificated form in authorized denominations for an aggregate principal amount requested by the Depositary up to the principal amount of the Notes of such series in global form. The Notes are not issuable in bearer form. The terms and provisions contained in the form of Note shall constitute, and are hereby expressly made, a part of this Sixth Supplemental Indenture and the Company, by its execution and delivery of this Sixth Supplemental Indenture, expressly agrees to such terms and provisions and to be bound thereto. Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends and endorsements as the officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and are not inconsistent with the provisions of the Indenture (and which do not affect the rights, duties or immunities of the Series Trustee), or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange or automated quotation system on which the Notes may be listed.

Section 1.05. Payment of Principal and Interest.

(a) The 2022 Notes shall mature, and the principal of the 2022 Notes shall be due and payable in Dollars to the Holders of such Notes, together with all accrued and unpaid interest thereon, on November 19, 2022. The 2024 Notes shall mature, and the principal of the 2024 Notes shall be due and payable in Dollars to the Holders of such Notes, together with all accrued and unpaid interest thereon, on November 19, 2024. The 2026 Notes shall mature, and the principal of the 2026 Notes shall be due and payable in Dollars to the Holders of such Notes, together with all accrued and unpaid interest thereon, on November 19, 2026. The 2029 Notes shall mature, and the principal of the 2029 Notes shall be due and payable in Dollars to the Holders of such Notes, together with all accrued and unpaid interest thereon, on November 19, 2029.

(b) (i) The Notes shall bear interest from and including November 19, 2019, or from the most recent Interest Payment Date on which interest has been paid or provided for until the principal thereof becomes due and payable, and on any overdue principal and (to the extent that payment of such interest is enforceable under applicable law) on any overdue installment of interest at the same rate per annum. The 2022 Notes shall bear interest at 2.600% per annum, the 2024 Notes shall bear interest at 3.000% per annum, the 2026 Notes shall bear interest at 3.550% per annum and the 2029 Notes shall bear interest at 3.900% per annum.

(ii) The interest rate payable on each series of Notes will be subject to adjustment from time to time if either Moody's or S&P or, if either of Moody's or S&P ceases to rate the Notes of the applicable series or fails to make a rating of the Notes of such series publicly available, in each case for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act selected by the Company (as certified by a resolution of the Company's Board of Directors) as a replacement agency for Moody's or S&P, or both of them, as the case may be (a "Substitute Rating Agency"), downgrades (or downgrades and subsequently upgrades) the credit rating assigned to the Notes of such series, in the manner described in this Section 1.05(b)(ii).

If the rating assigned by Moody's (or any Substitute Rating Agency therefor) of the Notes of the applicable series is decreased to a rating set forth in the immediately following table, the interest rate on the Notes of such series will increase from the interest rate payable on such series of Notes on the date of this Sixth Supplemental Indenture by an amount equal to the percentage set forth opposite the rating in the table below (plus, if applicable, the percentage set forth opposite the rating in the table under "S&P Rating Percentage"):

Moody's Rating*	**Percentage**
Ba1	0.25%
Ba2	0.50%
Ba3	0.75%
B1 or below	1.00%

* *Including the equivalent ratings of any Substitute Rating Agency.*

If the rating assigned by S&P (or any Substitute Rating Agency therefor) of the Notes of the applicable series is decreased to a rating set forth in the immediately following table, the interest rate on the Notes of such series will increase from the interest rate payable on the applicable series of Notes on the date of this Sixth Supplemental Indenture by an amount equal to the percentage set forth opposite the rating in the table below (plus, if applicable, the percentage set forth opposite the rating in the table under "Moody's Rating Percentage"):

S&P Rating*	**Percentage**
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%

* *Including the equivalent ratings of any Substitute Rating Agency.*

If at any time the interest rate on the Notes of the applicable series has been increased and either Moody's or S&P (or, in either case, a Substitute Rating Agency therefor), as the case may be, subsequently upgrades its rating of the Notes of such series to any of the ratings set forth above, the interest rate on the Notes of such series will be decreased such that the interest rate on the Notes of such series equals the interest rate payable on the Notes on the date of this Sixth Supplemental Indenture plus the percentages set forth opposite the ratings from the tables above in effect immediately following the upgrade in rating. If Moody's (or any Substitute Rating Agency therefor) subsequently upgrades its rating of the Notes of such series to Baa3 (or its equivalent, in the case of a Substitute Rating Agency) or higher, and S&P (or any Substitute Rating Agency therefor) upgrades its rating to BBB- (or its equivalent, in the case of a Substitute Rating Agency) or higher, the interest rate on the Notes of such series will be decreased to the interest rate payable on the Notes on the date of this Sixth Supplemental Indenture (and if one such upgrade occurs and the other does not, the interest rate on the Notes of such series will be decreased so that it does not reflect any increase attributable to the upgrading rating agency). In addition, the interest rates on the Notes of a series will permanently cease to be subject to any adjustment in this Section 1.05(b)(ii) (notwithstanding any subsequent downgrade in the ratings by either or both rating agencies) if the Notes of such series become rated Baa1 and BBB+ (or, in either case, the equivalent thereof, in the case of a Substitute Rating Agency) or higher by Moody's and S&P (or, in either case, a Substitute Rating Agency therefor), respectively (or one of these ratings if the Notes of such series are only rated by one rating agency).

Each adjustment required by any downgrade or upgrade in a rating set forth above, whether occasioned by the action of Moody's or S&P (or, in either case, a Substitute Rating Agency therefor), shall be made independent of any and all other adjustments. In no event shall (1) the interest rate for the Notes of the applicable series be reduced to below the interest rate payable on the Notes on the date of this Sixth Supplemental Indenture or (2) the total increase in the interest rate on the Notes of the applicable series exceed 2.00% above the interest rate payable on the applicable series of Notes on the date of this Sixth Supplemental Indenture.

No adjustments to the interest rate on the Notes of the applicable series shall be made solely as a result of a rating agency ceasing to provide a rating of the Notes of such series. If at any time Moody's or S&P ceases to provide a rating of the Notes of such series, the Company shall use commercially reasonable efforts to obtain a rating of the Notes of such series from a Substitute Rating Agency, if one exists, in which case, for purposes of determining any increase or decrease in the interest rate on the Notes of such series pursuant to the tables above (1) such Substitute Rating Agency will be substituted for the last rating agency to provide a rating of the Notes of such series but which has since ceased to provide such rating, (2) the relative rating scale used by such Substitute Rating Agency to assign ratings to senior unsecured debt will be

determined in good faith by an independent investment banking institution of national standing appointed by the Company and, for purposes of determining the applicable ratings included in the applicable table above with respect to such Substitute Rating Agency, such ratings will be deemed to be the equivalent ratings used by Moody's or S&P, as applicable, in such table and (3) the interest rate on the Notes of such series will increase or decrease, as the case may be, such that the interest rate equals the interest rate payable on the applicable series of Notes on the date of this Sixth Supplemental Indenture plus the appropriate percentage, if any, set forth opposite the deemed equivalent rating from such Substitute Rating Agency in the applicable table above (taking into account the provisions of clause (2) of this paragraph) (plus any applicable percentage resulting from a decreased rating by the other rating agency).

For so long as only one rating agency provides a rating of the Notes of the applicable series, any subsequent increase or decrease in the interest rate on the Notes of such series necessitated by a reduction or increase in the rating by the rating agency providing the rating shall be twice the applicable percentage set forth in the applicable table above. For so long as neither Moody's nor S&P (nor, in either case, a Substitute Rating Agency therefor) provides a rating of the Notes of the applicable series, the interest rate on the Notes of such series will increase to, or remain at, as the case may be, 2.00% above the interest rate payable on the applicable series of Notes on the date of this Sixth Supplemental Indenture.

Any interest rate increase or decrease described above will take effect from the first Interest Payment Date following the date on which a rating change occurs that requires an adjustment in the interest rate. As such, interest will not accrue at such increased or decreased rate until the next Interest Payment Date following the date on which a rating change occurs. If Moody's or S&P (or, in either case, a Substitute Rating Agency therefor) changes its rating of the Notes of the applicable series more than once prior to any particular Interest Payment Date, the last change by such agency prior to such Interest Payment Date will control for purposes of any interest rate increase or decrease with respect to the Notes of such series pursuant to this Section 1.05(b)(ii) relating to such rating agency's action. If the interest rate payable on the Notes of the applicable series is increased as described above, the term "interest," as used with respect to the Notes of such series, will be deemed to include any such additional interest unless the context otherwise requires.

The Company shall advise the Series Trustee and the Holders of each series of Notes of any occurrence of a rating change that requires an interest rate increase or decrease described above within five business days of such rating change.

(c) Interest on each series of Notes shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Interest on each series of Notes shall be payable semi-annually in arrears in Dollars on May 19 and November 19 of each year, commencing on May 19, 2020 (each such date, an "Interest Payment Date" for the purposes of the Notes under this Sixth Supplemental Indenture). Payments of interest shall be made to the Person in whose name a Note (or predecessor Note) is registered (which shall initially be the Depositary) at the close of business on May 4 or November 4, as the case may be (whether or not a Business Day), next preceding such Interest Payment Date (each such date, a "Regular Record Date" for the purposes of the Notes under this Sixth Supplemental Indenture).

(d) If an Interest Payment Date, the maturity date, any redemption date, or any earlier required repurchase date with respect to the Notes falls on a day that is not a Business Day, the payment will be made on the next Business Day with the same force and effect as if it were made on the date the payment was due, and no interest will accrue on the amount so payable for the period from and after that Interest Payment Date or the maturity date, as the case may be, to the date the payment is made.

(e) For so long as any series of Notes is represented in global form by one or more global Securities, all payments of principal and interest shall be made by the Company by wire transfer of immediately available funds in Dollars to the Depositary or its nominee, as the case may be, as the registered owner of the global Security representing such series of Notes. In the event that definitive Notes shall have been issued, all payments of principal and interest in respect of such Notes shall be made by the Company by wire transfer of immediately available funds in Dollars to the accounts of the registered Holders thereof; *provided*, that the Company may elect to make such payments at the Corporate Trust Office of the Paying Agent; and *provided further*, that the Company may at its option pay interest by check to the registered address of each Holder of a definitive Note.

(f) The Notes shall trade in the Depositary's Same-Day Funds Settlement System until Stated Maturity (or until they are subject to acceleration pursuant to Article VI of the Original Indenture) and secondary market trading activity in the Notes may be required by the Depositary to settle in immediately available funds.

(g) Each series of Notes is subject to redemption by the Company in whole or in part in the manner described herein.

Section 1.06. Ranking.

The Notes shall be general unsecured obligations of the Company. Each series of Notes shall rank *pari passu* in right of payment with all unsecured and unsubordinated indebtedness of the Company and senior in right of payment to all subordinated indebtedness of the Company.

Section 1.07. Security Registrar and Paying Agent.

The Company hereby initially appoints the Series Trustee as Paying Agent and Security Registrar for each series of Notes. The Company may change the Paying Agent and Security Registrar with respect to any series of Notes without prior notice to the Holders of such Notes, and the Company or any of its Subsidiaries may act as Paying Agent or Security Registrar. The Company initially appoints the Series Trustee to act as Depositary custodian with respect to Notes in global form. The Company has entered into a letter of representations with the Depositary with respect to Notes in global form in the form provided by the Depositary, and the Series Trustee and each agent are hereby authorized to act in accordance with such letter and the Depositary's applicable procedures. In acting hereunder and in connection with the Notes, the Paying Agent, Security Registrar and custodian shall act solely as agent of the Company and will not assume any fiduciary duty or other obligation to, or relationship of agency or trust for or with, any of the owners or Holders of the Notes.

Section 1.08. Sinking Fund.

No series of Notes is subject to any sinking fund.

ARTICLE II

APPOINTMENT OF SERIES TRUSTEE

Section 2.01. Appointment of Series Trustee.

(a) Pursuant to Section 7.07(2) of the Original Indenture, the Company hereby appoints the Series Trustee as Trustee under the Indenture with respect to each series of Notes, and vests in and confirms with the Series Trustee all rights, powers, trusts, privileges, immunities, indemnities, duties and obligations of the Trustee under the Indenture, including but not limited to its rights to be compensated, reimbursed and indemnified, with respect to each series of Notes. With respect to each series of Notes, all references to the Trustee in the Original Indenture shall be understood to be references to the Series Trustee, unless the context requires otherwise.

(b) There shall continue to be vested in and confirmed with the Original Trustee all of its rights, powers, trusts, privileges, duties and obligations as Trustee under the Original Indenture with respect to all of the series of Securities as to which it has served and continues to serve as Trustee under the Original Indenture.

Section 2.02. Corporate Trust Office.

For any purposes relating to any series of Notes or the Series Trustee, references in the Original Indenture to the “Corporate Trust Office” shall be deemed to refer to the corporate trust office of the Series Trustee, which is (i) solely for purposes of surrender for registration of transfer or exchange or for presentation for payment or repurchase or for conversion is located at 111 Fillmore Avenue, St. Paul, MN 55107, Attention: Global Corporate Trust Service—Hasbro, Inc., and (ii) for all other purposes is located at One Federal Street, 10th Floor, Boston, MA 02110, Attention: Global Corporate Trust Services—Hasbro, Inc., or any other office of the Series Trustee at which, any particular time, this Sixth Supplemental Indenture shall be administered.

Section 2.03. Series Trustee’s Limitation of Liability.

The parties hereto agree that this Sixth Supplemental Indenture does not constitute an assumption by the Series Trustee of any liability of the Original Trustee arising out of any act or omission of the Original Trustee in the performance of any of its duties or obligations as Trustee under the Original Indenture or by any agent or representative of the Original Trustee, including, without limitation, any act of bad faith, breach, negligence or willful misconduct by the Original Trustee or any agent or representative thereof. For the avoidance of doubt, in no event shall the Series Trustee be liable or responsible for any punitive, special, indirect or consequential loss or damage of any kind whatsoever, even if the Series Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

Section 2.04. Original Trustee's Limitation of Liability.

The parties hereto agree that the Original Trustee shall not have any liability in connection with any acts or omissions taken or not taken by the Series Trustee in the performance or non-performance of any of its duties as Trustee under the Indenture with respect to any series of Notes or by any representatives of the Series Trustee.

Section 2.05. Series Trustee's Indemnity.

The Company agrees to indemnify the Series Trustee for, and to hold it harmless against, any loss, liability or expense (including the reasonable compensation and the expenses and disbursements of its agents and counsel) arising out of or in connection with the performance or non-performance by the Original Trustee of its duties or obligations under the Original Indenture, including the costs and expenses of defending itself against any claim or liability in connection therewith. This indemnification shall survive the termination of this Sixth Supplemental Indenture.

Section 2.06. Original Trustee's Indemnity.

The Company agrees to indemnify the Original Trustee for, and to hold it harmless against, any loss, liability or expense (including the reasonable compensation and the expenses and disbursements of its agents and counsel) arising out of or in connection with the performance or non-performance by the Series Trustee of its duties or obligations under the Indenture with respect to the Notes, including the costs and expenses of defending itself against any claim or liability in connection therewith. This indemnification shall survive the termination of the Indenture and resignation or removal of the Original Trustee.

ARTICLE III

THE ORIGINAL TRUSTEE

Section 3.01. Reserved.

Section 3.02. Acknowledgments.

The Original Trustee hereby acknowledges that it will not serve as the Trustee under the Original Indenture with respect to any series of Notes. The parties hereto expressly acknowledge and agree that the (1) the Original Trustee shall have (i) no duties or obligations of any kind (under the Indenture or otherwise) with respect to any series of Notes or the issuance thereof and (ii) no responsibility or liability for the sufficiency or effectiveness of this Sixth Supplemental Indenture, and (2) the Series Trustee shall have no duties or obligations of any kind (under the Indenture or otherwise) except with respect to the Notes and the issuance thereof (including any Additional Notes of any series of Notes) and any future series of Securities issued under the Indenture in respect of which the Series Trustee agrees to act as Trustee. All of the provisions contained in the Indenture in respect of the rights, privileges and immunities of the Trustee, including but not limited to its rights to be compensated, reimbursed and indemnified, shall be applicable to the Original Trustee in respect of this Sixth Supplemental Indenture as fully and with like force and effect as though set forth in full herein.

Section 3.03. Duties Under Sixth Supplemental Indenture.

The Original Trustee shall have no duties or obligations under or in respect of this Sixth Supplemental Indenture, and no implied duties or obligations of any kind shall be read into this Sixth Supplemental Indenture on the part of the Original Trustee.

ARTICLE IV

THE SERIES TRUSTEE

Section 4.01. Representations and Warranties.

The Series Trustee hereby represents and warrants to the Original Trustee and the Company that:

(a) The Series Trustee is qualified and eligible under the provisions of Section 7.07(4) of the Original Indenture to act as Trustee under the Indenture and the Trust Indenture Act of 1939, as amended.

(b) This Sixth Supplemental Indenture has been duly authorized, executed and delivered on behalf of the Series Trustee and constitutes its legal, valid and binding obligation.

Section 4.02. Duties Under Indenture.

The Series Trustee shall have no duties or obligations of any kind (under the Indenture or otherwise) except with respect to the Notes and the issuance thereof (including any Additional Notes of any series of Notes) and any future series of Securities issued under the Indenture in respect of which the Series Trustee agrees to act as Trustee.

ARTICLE V

THE COMPANY

Section 5.01. Representations and Warranties.

The Company hereby represents and warrants to the Series Trustee and the Original Trustee on the date of this Sixth Supplemental Indenture that:

(a) The Company is a corporation duly and validly organized and existing pursuant to the laws of the State of Rhode Island.

(b) The Original Indenture was validly and lawfully executed and delivered by the Company and is in full force and effect.

(c) No event has occurred and is continuing to occur that is, or after notice or lapse of time would become, an Event of Default under the Indenture.

(d) There is no action, suit or proceeding pending or, to the best of the Company’s knowledge, threatened against the Company before any court or any governmental authority arising out of any action or omission by the Company under the Indenture.

(e) This Sixth Supplemental Indenture has been duly authorized, executed and delivered on behalf of the Company and constitutes its legal, valid and binding obligation (subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and other similar laws affecting creditors' rights generally from time to time in effect and to the general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or law).

(f) All conditions precedent relating to the appointment of the Series Trustee as a Trustee under the Indenture have been complied with by the Company.

Section 5.02. Deliverables.

The Company shall execute and deliver such further instruments as the Series Trustee may reasonably require so as to more fully and certainly vest in and confirm with the Series Trustee all rights, powers, duties and obligations hereby vested in the Series Trustee. Without limiting the generality of the foregoing, and for the avoidance of doubt, the Company hereby expressly agrees that all reports, Opinions of Counsel, Officer Certificates, compliance certificates and other documents required to be delivered from time to time pursuant to the terms of the Original Indenture shall be delivered and addressed to each of the Original Trustee (to the extent required under the Original Indenture) and the Series Trustee (for so long as the Notes remain outstanding).

ARTICLE VI

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 6.01. Definitions.

(a) All capitalized terms used herein and not otherwise defined below shall have the meanings ascribed thereto in the Original Indenture.

(b) The following are definitions used in this Sixth Supplemental Indenture; if a term is defined both herein and in the Original Indenture, the definition in this Sixth Supplemental Indenture shall govern with respect to the Notes.

"Arrangement Agreement" means the agreement dated as of August 22, 2019, among the Company, 11573390 Canada Inc., a Canadian corporation and wholly owned subsidiary of the Company, and Entertainment One Ltd., a Canadian corporation.

"Attributable Debt" in respect of a Sale and Leaseback Transaction means, as of any particular time, the present value of the obligation of the lessee for rental payments (excluding, however, any amounts required to be paid by such lessee, whether or not designated as rent or additional rent, on account of maintenance and repairs, insurance, taxes, assessments, water rates or similar charges or any amounts required to be paid by such lessee thereunder contingent upon the amount of sales, maintenance and repairs, insurance, taxes, assessments, water rates or similar charges) during the remaining term of the lease (including any period for which such lease has been extended or may, at the option of the lessor, be extended). The present value of such obligation will be discounted at the rate of interest implicit in the terms of the lease involved in the Sale and Leaseback Transaction, as determined in good faith by the Company's Board of Directors.

"Below Investment Grade Rating Event" means the Notes are rated below Investment Grade by all the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of a Change of Control (which period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies, *provided* that no such extension shall occur if on such 60th day the Notes are rated Investment Grade by at least one of such Rating Agencies and is not subject to review for possible downgrade by such Rating Agency); *provided further* that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Repurchase Event) if any of the Rating Agencies making the reduction in rating that would otherwise be recognized by this definition does not announce or publicly confirm or inform the Company that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

“Change of Control” means the occurrence of any of the following:

(1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the Company’s properties or assets and those of the Company’s Subsidiaries taken as a whole to any “person” or “group” (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended), other than the Company or one of its Subsidiaries;

(2) the adoption of a plan relating to the Company’s liquidation or dissolution; or

(3) the consummation of any transaction or series of related transactions (including, without limitation, any merger or consolidation) the result of which is that any “person” or “group” (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended), other than the Company or one of its wholly-owned Subsidiaries, becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding shares of the Company’s Voting Stock, measured by voting power rather than number of shares; *provided* that a merger shall not constitute a “change of control” under this definition if (i) the sole purpose of the merger is the Company’s reincorporation in another state and (ii) the Company’s shareholders and the number of shares of the Company’s Voting Stock, measured by voting power and number of shares, owned by each of them immediately before and immediately following such merger are identical.

“Change of Control Repurchase Event” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

“Comparable Treasury Issue” means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term (as measured from the date of redemption) of the series of the Notes to be redeemed (assuming, in the case of the 2024 Notes, the 2026 Notes and the 2029 Notes, such Notes matured on the applicable Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such series of Notes to be redeemed (assuming, in the case of the 2024 Notes, the 2026 Notes and the 2029 Notes, such Notes matured on the applicable Par Call Date).

“Comparable Treasury Price” means, with respect to any redemption date, (i) the average of four Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or (ii) if the Quotation Agent obtains fewer than four of such Reference Treasury Dealer Quotations, the average of all such quotations, or (iii) if only one Reference Treasury Dealer Quotation is received, such quotation.

“Consolidated Net Tangible Assets” means, as determined at any time, the aggregate amount of assets included on the Company’s consolidated balance sheet, less applicable reserves, after deducting therefrom:

(a) all current liabilities of the Company and its Subsidiaries, which includes current maturities of long-term indebtedness; and

(b) the total of the net book values of all assets of the Company and its Subsidiaries properly classified as intangible assets under U.S. generally accepted accounting principles,

in each case, as of the end of the last fiscal quarter for which internal financial information is available at the time of the calculation and after giving pro forma effect to any investments, acquisitions or dispositions occurring subsequent to such date, as well as any transaction giving rise to the need to calculate Consolidated Net Tangible Assets (including the application of the proceeds therefrom, as applicable).

"Fitch" means Fitch Ratings, Inc. and its successors.

"Investment Grade" means a rating of BBB- or better by Fitch (or its equivalent under any successor rating categories of Fitch), a rating of Baa3 or better by Moody's (or its equivalent under any successor rating categories of Moody's) and a rating of BBB- or better by S&P (or its equivalent under any successor rating categories of S&P) or the equivalent investment grade credit rating from any additional Rating Agency or Rating Agencies selected by the Company.

"Moody's" means Moody's Investors Service, Inc. and its successors.

"Par Call Date" means (i) October 19, 2024 for the 2024 Notes, (ii) September 19, 2026 for the 2026 Notes and (iii) August 19, 2029 for the 2029 Notes.

"Principal Property" means any real property, manufacturing plant, warehouse, office building or other physical facility or other like depreciable physical asset of the Company or of any Subsidiary, whether owned at or acquired after the date of the Indenture, having a net book value at the time of the determination in excess of the greater of 5% of Consolidated Net Tangible Assets and $150,000,000. This definition excludes, in each case, any of the above which in the good faith of the Board of Directors is not of material importance to the total business conducted by the Company and its Subsidiaries as a whole.

"Prospectus" means the Company's final prospectus supplement dated November 13, 2019, together with the basic prospectus dated September 5, 2017, relating to the offering and sale of the Notes.

"Quotation Agent" means any Reference Treasury Dealer appointed by the Company.

"Rating Agency" means (1) each of Fitch, Moody's and S&P; and (2) if any of Fitch, Moody's or S&P ceases to rate the Notes or fails to make a rating of such Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization," within the meaning of Section 3(a)(62) of the Securities Exchange Act of 1934, as amended, selected by the Company as a replacement agency for Fitch, Moody's or S&P, or all of them, as the case may be.

"Reference Treasury Dealer" means (i) each of BofA Securities, Inc., J.P. Morgan Securities LLC and Citigroup Global Markets Inc. (or their respective affiliates that are Primary Treasury Dealers) and their respective successors; *provided*, *however*, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in New York City (a "Primary Treasury Dealer"), the Company will substitute therefor another Primary Treasury Dealer, and (ii) at least three other Primary Treasury Dealers selected by the Company.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such redemption date.

"S&P" means S&P Global Ratings, a division of S&P Global, Inc., and its successors.

"Sale and Leaseback Transaction" means any arrangement with any Person providing for the leasing or use by the Company or any Subsidiary of any Principal Property (other than any arrangement among the Company and its Subsidiaries), whether owned at the date of the Original Indenture or thereafter acquired, excluding temporary leases of a term, including any renewal period, of not more than three years, which Principal Property has been or is to be sold or transferred by the Company or a Subsidiary to a Person with an intention of taking back a lease of the property.

"Treasury Rate" means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

"Voting Stock" means, with respect to any person, capital stock of any class or kind the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such person, even if the right so to vote has been suspended by the happening of such a contingency.

Section 6.02. Other Definitions.

Term	Defined in Section
"Acquisition"	7.02(a)
"Additional Notes"	1.03
"Authorized Officers"	13.10
"Change of Control Payment Date"	8.01(a)
"Company"	Introduction
"Electronic Means"	13.10
"Fifth Supplemental Indenture"	Introduction
"Indenture"	Recitals

“Instructions”	13.10
“Interest Payment Date”	1.05(c)
“Notes”	Recitals
“Original Indenture”	Recitals
“Original Trustee”	Introduction
“Redemption Notice Date”	7.02(b)
“Regular Record Date”	1.05(c)
“Second Change of Control Payment Date”	8.01(f)
“security interest”	8.02
“Substitute Rating Agency”	1.05(b)(ii)
“Successor Company”	11.01(a)
“Series Trustee”	Introduction
“Sixth Supplemental Indenture”	Introduction
“Special Mandatory Redemption Date”	7.02(b)
“Special Mandatory Redemption Price”	7.02(a)
“Special Mandatory Redemption Outside Date”	7.02(a)

ARTICLE VII

REDEMPTION

Section 7.01. Optional Redemption.

(a) Prior to the applicable Par Call Date in the case of the 2024 Notes, the 2026 Notes and the 2029 Notes, and at any time in the case of the 2022 Notes, the Notes will be redeemable, in whole at any time or in part from time to time, at the Company’s option at a redemption price equal to the greater of:

(i) 100% of the principal amount of the Notes to be redeemed; and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus 15 basis points (in the case of the 2022 Notes), 25 basis points (in the case of the 2024 Notes), 30 basis points (in the case of the 2026 Notes) or 35 basis points (in the case of the 2029 Notes),

plus, in each case, accrued and unpaid interest thereon to, but excluding, the redemption date.

In addition, on and after the applicable Par Call Date for the 2024 Notes, the 2026 Notes and the 2029 Notes, such series of Notes will be redeemable, in whole at any time or in part from time to time, at the Company's option at a redemption price equal to 100% of the principal amount of such series of Notes, plus accrued and unpaid interest thereon to, but excluding, the redemption date.

Notwithstanding the foregoing, installments of interest on Notes that are due and payable on Interest Payment Dates falling on or prior to a redemption date will be payable on the Interest Payment Date to the registered Holders as of the close of business on the Regular Record Date in accordance with the Notes and the Indenture.

(b) Notice of any redemption will be mailed (or with respect to global Securities, to the extent permitted or required by applicable Depositary procedures or regulations, sent electronically) at least 30 days but not more than 60 days before the redemption date to each Holder of the Notes to be redeemed by the Company or by the Series Trustee on the Company's behalf; *provided* that notice of redemption may be mailed or sent more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Notes. Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Notes or portions thereof called for redemption. If less than all of the Notes are to be redeemed, the Notes to be redeemed shall be selected by lot by the Depositary, in the case of Notes represented by a global Security, or by the Series Trustee by lot or a method the Series Trustee otherwise deems to be fair and appropriate, in the case of Notes that are not represented by a global Security. Calculation of the redemption price will be made by the Company or on the Company's behalf by such Person as the Company shall designate; provided that such calculation or the correctness thereof shall not be a duty or obligation of the Series Trustee.

Section 7.02. Special Mandatory Redemption

(a) If (i) the Company does not consummate the acquisition of Entertainment One Ltd. contemplated by the Arrangement Agreement (the "Acquisition") on or prior to March 30, 2020 (the "Special Mandatory Redemption Outside Date"), (ii) the Company gives written notice to the Series Trustee that the Arrangement Agreement has been terminated or (iii) the Company determines in its reasonable judgment that the Acquisition will not be consummated (in which case, the Company will give written notice thereof to the Series Trustee), each series of Notes will be redeemed in accordance with this Section 7.02 in whole at a special mandatory redemption price (the "Special Mandatory Redemption Price") equal to 101% of the aggregate principal amount of such Notes being redeemed, plus accrued and unpaid interest on the principal amount of such Notes to, but excluding, the Special Mandatory Redemption Date.

(b) If (i) the Company does not consummate the Acquisition on or prior to the Special Mandatory Redemption Outside Date, the Company will promptly give written notice thereof to the Series Trustee promptly (but in no event later than five Business Days following the Special Mandatory Redemption Outside Date), or (ii) the Company has given the Series Trustee written notice that the Arrangement Agreement has been terminated (no later than five Business Days following such termination) or that the Company has, in its reasonable judgment, determined that the Acquisition will not be consummated (no later than five Business Days thereafter), the Series Trustee shall, no later than five Business Days following the receipt of such notice from the Company, deliver written notice to each Holder of the Notes (such date of notification to the Holders of the Notes, the "Redemption Notice Date"), that all outstanding Notes shall be redeemed at the Special Mandatory Redemption Price on or about the fifth Business Day following the Redemption Notice Date (such date, the "Special Mandatory Redemption Date") automatically and without any further action by the Holders, such written notice to append the notice of special mandatory redemption delivered by the Company to the Series Trustee.

(c) At or prior to 12:00 pm (New York City time) on the Business Day immediately preceding the Special Mandatory Redemption Date, the Company shall deposit with the Series Trustee funds sufficient to pay the Special Mandatory Redemption Price plus accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the Special Mandatory Redemption Date; *provided*, that, to the extent such deposit is received by the Series Trustee after 12:00 p.m. (New York City time), on any such due date, such deposit will be deemed deposited on the next Business Day. If the Company makes such a deposit in accordance with this Section 7.02(c), such Notes will cease to bear interest on and after the Special Mandatory Redemption Date.

ARTICLE VIII
COVENANTS

Section 8.01. Change of Control.

(a) If a Change of Control Repurchase Event occurs, unless the Company has exercised its right to redeem the applicable series of Notes, the Company will make an offer to each Holder of such Notes to repurchase all or any part (in integral multiples of $1,000) of that Holder's applicable series of Notes at a repurchase price in cash equal to 101% of the aggregate principal amount of Notes repurchased plus any accrued and unpaid interest on the Notes repurchased to, but excluding, the date of repurchase. Within 30 days following any Change of Control Repurchase Event or, at the Company's option, prior to any Change of Control, but after the public announcement of an impending Change of Control (whether or not a Below Investment Grade Rating Event has occurred), the Company will mail (or with respect to global Securities, to the extent permitted or required by applicable Depositary procedures or regulations, send electronically) a notice to each Holder, with a copy to the Series Trustee, describing the transaction or transactions that constitute or may constitute the Change of Control Repurchase Event and offering to repurchase Notes on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed or sent (the "Change of Control Payment Date"). The notice shall, if mailed prior to the date of consummation of the Change of Control, state that the offer to repurchase is conditioned on the Change of Control Repurchase Event occurring on or prior to the payment date specified in the notice.

(b) The Company will comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended, and any other securities laws and regulations thereunder, to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Repurchase Event provisions of the Notes, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Repurchase Event provisions of the Indenture or the Notes by virtue of such conflict.

(c) On the Change of Control Repurchase Event payment date, the Company will, to the extent lawful:

(i) accept for payment all Notes or portions of Notes (in integral multiples of $1,000) properly tendered pursuant to the Company's offer;

(ii) deposit with the Paying Agent an amount equal to the aggregate purchase price in respect of all Notes or portions of Notes properly tendered; and

(iii) deliver or cause to be delivered to the Series Trustee the Notes properly accepted, together with an Officers' Certificate stating the aggregate principal amount of Notes being purchased by the Company.

(d) The Paying Agent will promptly mail to each Holder of Notes properly tendered the purchase price for the Notes and, upon a written order from the Company, the Series Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; provided, that each new Note will be in a principal amount of $2,000 or an integral multiple of $1,000 above that amount.

(e) The Company will not be required to make an offer to repurchase the Notes of a series upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all Notes of such series properly tendered and not withdrawn under its offer.

(f) If Holders of not less than 90% in aggregate principal amount of the outstanding Notes of a series validly tender and do not withdraw such Notes in a change of control offer as described in this Section 4.01 and the Company, or any third party making such an offer in lieu of the Company as described in Section 8.01(e), purchase all of the Notes of such series validly tendered and not withdrawn by such Holders, the Company or such third party shall have the right, upon not less than 15 days nor more than 60 days' prior notice, provided that such notice is given not more than 30 days following such purchase pursuant to the offer described in this Section 8.01, to redeem all Notes of such series that remain outstanding following such purchase on a date (the "Second Change of Control Payment Date") at a price in cash equal to the price paid to Holders on the Change of Control Payment Date plus accrued and unpaid interest to, but excluding, the Second Change of Control Payment Date.

Section 8.02. Restrictions on Secured Debt. Solely for purposes of the Notes, Section 10.09 of the Original Indenture is hereby replaced in its entirety with the following:

The Company shall not at any time create, incur, assume or guarantee, and shall not cause or permit a Subsidiary to create, incur, assume or guarantee, any Secured Debt without making effective provision (and the Company covenants that in such case it will make or cause to be made such effective provision) whereby the Notes then Outstanding shall be secured by the mortgage, security interest, pledge, lien or encumbrance (a "security interest") relating to such Secured Debt equally and ratably with or, at the option of the Company, prior to, any and all other obligations and indebtedness thereby secured, so long as any such other obligations and indebtedness shall be so secured; *provided*, however, that the foregoing covenants shall not be applicable to the following:

(a) any security interest existing on the issue date of the Notes;

(b) any security interest securing the Notes;

(c) any security interest on current assets (as determined by reference to those assets classified as current on the Company's most recently available consolidated balance sheet) securing indebtedness incurred to finance working capital requirements, *provided*, *however*, that the indebtedness secured by such security interest does not mature later than 270 days from the date incurred;

(d) any security interest on any property, plant or equipment acquired by the Company or a Subsidiary (including through merger or consolidation) and created within 270 days after the acquisition to secure or provide for the payment of all or any part of the purchase price of the property;

(e) any security interest on any property, plant or equipment improved or constructed by the Company or a Subsidiary and created within 270 days after the later of the commencement of operations of such property, plant or equipment or completion of such construction or any repairs, additions or other improvements thereon, to secure or provide for the payment of all or any part of the cost of such construction or repairs, additions or other improvements;

(f) any security interest existing on property at the time of acquisition by the Company or a Subsidiary (including through merger or consolidation);

(g) any security interest in respect of Sale and Leaseback Transactions permitted under subsection (b) of Section 8.03;

(h) any security interest existing on the property, shares or indebtedness of a corporation at the time it becomes a Subsidiary, but not created in anticipation of the transaction in which the corporation becomes a Subsidiary;

(i) any security interest on the property, shares or indebtedness of a corporation existing at the time the corporation is merged or consolidated with the Company or a Subsidiary or at the time of a sale, lease or other disposition of all or substantially all of the properties of a corporation to the Company or a Subsidiary, but not created in anticipation of any such transaction;

(j) any security interest in favor of the Company or any of its Subsidiaries;

(k) any security interest in favor of any U.S. or foreign government or governmental body to secure payments of any amounts owed under contract or statute or to secure indebtedness incurred for the purpose of financing the purchase price or cost of construction;

(l) any security interest resulting from the deposit of funds in trust for the purpose of defeasance or satisfaction and discharge of debt securities of the Company or its Subsidiaries; or

(m) any extensions, renewals or replacements of any of the security interests referred to above, *provided* that the amount of Secured Debt to be secured in such extension, renewal or replacement shall not exceed the then sum of (i) the outstanding principal amount at the time of such extension, renewal or replacement and (ii) an amount necessary to pay any fees and expenses, including premiums, and accrued and unpaid interest related to such extension, renewal or replacement. The extension, renewal or replacement of such security interest shall be limited to the assets which secured the security interest so extended, renewed or replaced (including any improvements on such assets).

Notwithstanding the foregoing provisions of this Section 8.02, the Company and any one or more Subsidiaries may create, incur, assume or guarantee Secured Debt without equally and ratably securing the Notes to the extent that the sum of (i) the amount of all Secured Debt then outstanding, other than Secured Debt referred to in subsections (a)-(m) of this Section 8.02, plus (ii) the amount of Attributable Debt in respect of Sale and Leaseback Transactions, other than Sale and Leaseback Transactions permitted under subsections (a) or (b) of Section 8.03, does not at the time exceed the greater of 15% of Consolidated Net Tangible Assets and $460,000,000.

Section 8.03. Restrictions on Sale and Leaseback Transactions. Solely for purposes of the Notes, Section 10.10 of the Original Indenture is hereby replaced in its entirety with the following:

The Company shall not, and will not cause or permit any Subsidiary to, enter into any Sale and Leaseback Transaction unless at the effective time of such Sale and Leaseback Transaction:

(a) the Company or such Subsidiary would be entitled, without equally and ratably securing the Notes, to incur Secured Debt secured by a mortgage or security interest on the Principal Property to be leased pursuant to Section 8.02 (other than pursuant to subsections (g) or the last paragraph of Section 8.02);

(b) the Company shall apply an amount equal to net proceeds from the Sale and Leaseback Transaction, within 180 days after the effective date of such Sale and Leaseback Transaction, (i) to the prepayment or retirement of Securities or other indebtedness for borrowed money which was recorded as Funded Debt of the Company and its Subsidiaries as of the date of its creation and which, in the case of such indebtedness of the Company, is not subordinate and junior in right of payment to the prior payment of Securities or (ii) to the prepayment or retirement

of any mortgage, lien or other security interest in the Principal Property existing prior to such Sale and Leaseback Transaction; *provided*, however, that the amount to be so applied to the retirement of such indebtedness shall be reduced by:

(i) the aggregate principal amount of any Securities delivered within 180 days of the effective date of any such Sale and Leaseback Transaction to the Series Trustee for retirement, and

(ii) the aggregate principal amount of such indebtedness (other than any Securities) retired by the Company or a Subsidiary within 180 days of the effective date of any such Sale and Leaseback Transaction; or

(c) the Company or such Subsidiary would be entitled, without equally and ratably securing the Notes, to incur Secured Debt in an amount at least equal to the Attributable Debt in respect of such Sale or Leaseback Transaction pursuant to the last paragraph of Section 8.02 of this Sixth Supplemental Indenture.

ARTICLE IX

EVENTS OF DEFAULT

Section 9.01. Events of Default.

The Events of Default shall apply to the Notes, except that solely for purposes of the Notes, Sections 6.01(7) and (8) of the Original Indenture are hereby replaced in their entirety with the following:

"(7) acceleration of Indebtedness of the Company or any Significant Subsidiary aggregating more than $150 million so that such Indebtedness becomes due prior to the date on which the same would otherwise become due and payable, unless such acceleration is rescinded, annulled or otherwise cured prior to the giving of the notice referred to in the first paragraph of Section 6.02 with respect to the Securities of such series; or

(8) final and nonappealable judgments or orders to pay, in the aggregate at any one time, more than $150 million rendered by a court of competent jurisdiction against the Company or a Significant Subsidiary, continued for 90 days (during which execution shall not be effectively stayed or bonded) without discharge or reduction to $150 million or less; or".

ARTICLE X

SATISFACTION, DISCHARGE AND DEFEASANCE

Section 6.01 of the Original Indenture shall apply to the Notes, except that solely for purposes of the Notes, the following shall be deleted and shall be of no force or effect with respect to the Notes:

> "In addition, the Opinion of Counsel shall be to the effect that Holders of the Securities and Coupons, if any, of such series will not recognize income, gain or loss for Federal income tax purposes as a result of the Company's exercise of its option under this Section 5.01 and will be subject to Federal income tax in the same amount, in the same manner and at the same times as would have been the case if such option had not been exercised and must refer to and be based upon a ruling of the Internal Revenue Service."

ARTICLE XI

CONSOLIDATION, MERGER, SALE OR CONVEYANCE

Solely for purposes of the Notes, Article VIII of the Original Indenture is hereby replaced in its entirety with the following:

Section 11.01. Consolidation, Merger, Sale or Conveyance. Nothing contained in the Indenture or the Notes shall prevent any consolidation or merger of the Company with or into any other corporation, entity, corporations or entities (whether or not affiliated with the Company), or successive consolidations or mergers in which the Company or its successor or successors shall be a party or parties, or shall prevent any sale, conveyance or lease of all or substantially all of the property of the Company to any other corporation or entity (whether or not affiliated with the Company) authorized to acquire and operate the same; *provided, however*, and the Company hereby covenants and agrees, that any such consolidation, merger, sale or conveyance or lease shall be upon the conditions that (a) the corporation or entity (if other than the Company) formed by or surviving any such consolidation or merger, or to which such sale, conveyance or lease shall have been made, shall be a corporation organized or existing under the laws of the United States, any State thereof or the District of Columbia; (b) the due and punctual payment of the principal of, premium, if any, and interest, if any, on the Notes, and the due and punctual performance of all of the covenants and conditions of the Indenture to be performed by the Company, shall be expressly assumed by supplemental indenture satisfactory in form to the Series Trustee executed and delivered to the Series Trustee, by the corporation or entity (if other than the Company) formed by such consolidation, or into which the Company shall have been merged, or by the corporation or entity which shall have acquired or leased such property; (c) immediately after giving effect to such transaction, no Event of Default, and no event which after notice or lapse of time or both would become an Event of Default, shall have happened and be continuing; and (d) the Company shall deliver or cause to be delivered to the Series Trustee an Officers' Certificate and an Opinion of Counsel, each to the effect that such merger, consolidation, sale, conveyance or lease complies with the Indenture, and an Opinion of Counsel stating that the Notes and the Indenture constitute valid and legally binding obligations of the Company or the corporation or entity (if other than the Company) formed by such consolidation, or into which the Company shall have been merged, or by the corporation or entity which shall have acquired or leased such property, as applicable, subject to customary exceptions.

Section 11.02. Successor to Be Substituted. In case of any such consolidation, merger, sale, conveyance or lease and upon the assumption by the successor corporation or entity, by supplemental indenture, executed and delivered to the Series Trustee and satisfactory in form to the Series Trustee, of the due and punctual payment of the principal of, premium, if any, and interest, if any, on the Notes and the due and punctual performance of all the covenants and

conditions of the Indenture to be performed by the Company, such successor corporation or entity shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as the party of the first part, and the Company (including any intervening successor to the Company which shall have become the obligor hereunder) shall, except in the case of a lease, be relieved of any further obligation under the Indenture and the Notes; *provided*, *however*, that in the case of a sale or conveyance of all or substantially all of the property of the Company (including any such intervening successor) in connection with which there is not a plan providing for the complete liquidation of the Company (including any such intervening successor), the Company (including any such intervening successor) shall continue to be liable on its obligations under the Indenture and the Notes to the extent of liability to pay the principal of, premium, if any, and interest, if any, on the Notes at the time, places and rate prescribed in the Indenture and the Notes. Such successor corporation or entity thereupon may cause to be signed, and may issue either in its own name or in the name of the Company, any or all of the Notes which theretofore shall not have been signed by the Company and delivered to the Series Trustee; and, upon the order of such successor corporation or entity instead of the Company and subject to all the terms, conditions and limitations in the Indenture prescribed, the Series Trustee shall authenticate and shall deliver any Notes which previously shall have been signed and delivered by the officers of the Company to the Series Trustee for authentication, and any Notes which such successor corporation or entity thereafter shall cause to be signed and delivered to the Series Trustee for that purpose. All the Notes so issued shall in all respects have the same legal rank and benefit under the Indenture as the Notes theretofore or thereafter issued in accordance with the terms of the Indenture as though all of such Notes had been issued at the date of the initial issuance of the Notes.

In case of any such consolidation, merger, sale, conveyance or lease such changes in phraseology and form (but not in substance) may be made in the Notes thereafter to be issued, as may be appropriate and consented to by the Series Trustee.

ARTICLE XII

SUPPLEMENTAL INDENTURES

Section 9.01 of the Original Indenture shall apply to the Notes, except that solely for purposes of the Notes, Section 9.01(12) of the Original Indenture is hereby deleted and replaced in its entirety with the following:

"(12) to make provision with respect to the conversion rights of Holders pursuant to the requirements of Section 4.05; or

(13) to comply with the requirements of the Commission in order to effect or maintain the qualification of this Indenture under the Trust Indenture Act; or

(14) to conform the provisions of this Indenture or the Securities to the "Description of the Notes" and the "Description of Debt Securities" sections in the Prospectus, as set forth in an Officers' Certificate delivered to the Trustee stating that such provision was intended to be a verbatim recitation of a provision of this Indenture."

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Trust Indenture Act Controls.

If any provision of this Sixth Supplemental Indenture limits, qualifies or conflicts with another provision that is required or deemed to be included in this Sixth Supplemental Indenture by the Trust Indenture Act, the required or deemed provision shall control. The following Trust Indenture Act terms have the following meanings for purposes of this Sixth Supplemental Indenture and the Notes:

"indenture securities" means the Notes.

"indenture security holder" means a Holder.

"indenture to be qualified" means this Sixth Supplemental Indenture.

"indenture trustee" or "institutional trustee" means the Series Trustee and not the Original Trustee.

"obligor" on the indenture securities means the Company and any other obligor on the indenture securities.

Section 13.02. Notices.

Any notice or communication shall be in writing and delivered in person or mailed by first-class mail or sent by facsimile (with a hard copy delivered in person or by mail promptly thereafter) and addressed as follows:

if to the Company:

Hasbro, Inc.
1027 Newport Avenue
Pawtucket, Rhode Island 02861

Attention: Executive Vice President, Chief Legal Officer and Corporate Secretary
Facsimile: (401) 431-8697

with a copy to:

Cravath, Swaine and Moore LLP
825 Eighth Avenue
New York, New York 10018

Attention: Craig F. Arcella
Facsimile: (212) 474-1024

if to the Series Trustee:

U.S. Bank National Association
One Federal Street, 10th Floor
Boston, MA 02110

Attention: Global Corporate Trust Services—Hasbro, Inc.
Facsimile: (617) 603-6667

if to the Original Trustee:

The Bank of New York Mellon Trust Company, N.A.
500 Ross Street, 12th Floor
Pittsburgh, PA 15262

Attention: Corporate Trust Administration
Facsimile: (412) 234 8377

The Company or the Series Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

Section 13.03. Governing Law; Jury Trial Waiver.

THIS SIXTH SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. EACH OF THE COMPANY AND THE TRUSTEES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SIXTH SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 13.04. No Personal Liability of Directors, etc.

None of the Company's directors, officers, employees, incorporators or stockholders, as such, shall have any liability for any of the Company's obligations under the Notes, the Indenture, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

Section 13.05. Successors.

All agreements of the Company in the Indenture and the Notes shall bind its successors. All agreements of the Series Trustee in the Indenture shall bind its successors.

Section 13.06. Multiple Originals.

The parties may sign any number of copies of this Sixth Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Sixth Supplemental Indenture. The exchange of copies of this Sixth Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Sixth Supplemental Indenture as to the parties hereto and may be used in lieu of the original Sixth Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 13.07. Table of Contents; Headings.

The table of contents and headings of the Articles and Sections of this Sixth Supplemental Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

Section 13.08. Not Responsible for Recitals or Issuance of Notes.

The recitals contained herein and in the Notes, except the Series Trustee's certificates of authentication, shall be taken as the statements of the Company, and the Series Trustee assumes no responsibility for their correctness and shall have no liability with respect thereto. The Series Trustee makes no representation as to the validity or sufficiency of this Sixth Supplemental Indenture or of the Notes. The Series Trustee shall not be accountable for the Company's use of the proceeds from the Notes or for monies paid over to the Company pursuant to this Sixth Supplemental Indenture. The Series Trustee shall have no responsibility or liability with respect to any information, statement or recital in any offering memorandum, prospectus, prospectus supplement or other disclosure material prepared or distributed with respect to the issuance of the Notes. All rights, protections, privileges, indemnities and benefits granted or afforded to the Series Trustee under the Indenture shall be deemed incorporated herein by this reference and shall be deemed applicable to all actions taken, suffered or omitted by the Series Trustee under this Sixth Supplemental Indenture.

Section 13.09. Adoption, Ratification and Confirmation.

The Original Indenture, as supplemented and amended by this Sixth Supplemental Indenture is in all respects hereby adopted, ratified and confirmed.

Section 13.10. Electronic Transmissions.

The Company agrees that the Series Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to the Indenture and delivered using Electronic Means; *provided*, however, that the Company shall provide to the Series Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Company whenever a person is to be added or deleted from the listing. If the Company elects to give the Series Trustee Instructions using Electronic Means and the Series Trustee in its discretion elects to act upon such Instructions, the Series Trustee's understanding of such Instructions shall be deemed controlling. The Company understands and agrees that the Series Trustee cannot determine the identity of the actual sender of such Instructions and that the Series Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Series Trustee have been sent by such Authorized Officer. The Company shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Series Trustee and that the Company and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Company. The Series Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Series Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Company agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Series Trustee, including without limitation the risk of the Series Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Series Trustee and that there may be more secure methods of transmitting Instructions than the method or methods selected by the Company; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to them a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Series Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Series Trustee, or another method or system specified by the Series Trustee as available for use in connection with its services under the Indenture.

IN WITNESS WHEREOF, the parties have caused this Sixth Supplemental Indenture to be duly executed as of the date first written above.

HASBRO, INC.

By: /s/ Deborah M. Thomas
Name: Deborah M. Thomas
Title: Executive Vice President and Chief Financial Officer

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION, as Original Trustee

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION, as Series Trustee

By: /s/ Karen R. Beard
Name: Karen R. Beard
Title: Vice President

[*Signature page to Sixth Supplemental Indenture*]

EXHIBIT A

Form of Global Note

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

CUSIP:
ISSUE DATE:

HASBRO, INC.

% NOTES DUE 20

$ No.: R-[•]

Hasbro Inc., a Rhode Island corporation (herein called the "Company"), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of MILLION DOLLARS ($) or such other principal amount as shall be set forth on Schedule I hereto on November 19, 20 and to pay interest thereon at the rate of %, or as may be adjusted pursuant to the terms hereof, per annum from November 19, 2019 or from the most recent interest payment date to which interest has been paid or duly provided for, on May 19 and November 19 of each year, commencing May 19, 2020 (each an "Interest Payment Date"), until the principal hereof is paid or made available for payment.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, except as provided in the Indenture hereinafter referred to, be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which will be the May 4 and November 4, as the case may be, immediately preceding each Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date and either may be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the

payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders not less than ten days prior to such Special Record Date, or may be paid at any time in any other lawful manner, all as more fully provided in the Indenture. Payment of the principal of and interest on this Note will be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. Payments of principal and interest at maturity will be made against presentation of this Note at the principal corporate trust office of the Trustee (the "Corporate Trust Office") (or such other office as may be established pursuant to the Indenture), by check or wire transfer.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture dated as of March 15, 2000 (the "Original Indenture"), as supplemented by the Sixth Supplemental Indenture dated as of November 19, 2019 (together with the Original Indenture, the "Indenture"), among the Company, The Bank of New York Mellon Trust Company, National Association, as original trustee, and U.S. Bank National Association, as series trustee (the series trustee herein called the "Trustee," which term includes any successor Trustee under the Indenture).

Reference is hereby made to the further provisions of this Note set forth on the reverse side hereof, which further provisions shall for all purposes have the same effect as though fully set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee under the Indenture referred to on the reverse hereof by the manual signature of one of its authorized officers, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this Note to be signed in its name by the manual or facsimile signature of its Executive Vice President and Chief Financial Officer, under its corporate seal reproduced hereon and attested by the manual or facsimile signature of its Executive Vice President, Chief Legal Officer and Corporate Secretary.

Date: November 19, 2019

HASBRO, INC.

By: ______________________________

Name: Deborah M. Thomas
Title: Executive Vice President and Chief Financial Officer

ATTEST:

____
Name: Tarrant L. Sibley
Title: Executive Vice President, Chief Legal Officer and Corporate Secretary

Trustee's Certificate of Authentication

This is one of the Notes described in the Indenture.

Dated: November 19, 2019

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: ______________________________
Authorized Signatory

(Reverse of Note)

HASBRO, INC.

% NOTES DUE

1.Interest. (a) The Company promises to pay interest on the principal amount of this Note at the rate per annum shown above, as may be adjusted as set forth below. The Company will pay interest semi-annually on May 19 and November 19 of each year, beginning May 19, 2020. Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid from November 19, 2019; provided, that, if there is no existing Event of Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such Interest Payment Date. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

(b) The interest rate payable on this Note will be subject to adjustment from time to time if either Moody's or S&P or, if either of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available, in each case for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Securities Exchange Act of 1934 selected by the Company (as certified by a resolution of the Company's Board of Directors) as a replacement agency for Moody's or S&P, or both of them, as the case may be (a "Substitute Rating Agency"), downgrades (or downgrades and subsequently upgrades) the credit rating assigned to the Notes, in the manner described below.

If the rating assigned by Moody's (or any Substitute Rating Agency therefor) of the Notes is decreased to a rating set forth in the immediately following table, the interest rate on this Note will increase from % by an amount equal to the percentage set forth opposite the rating in the table below (plus, if applicable, the percentage set forth opposite the rating in the table under "S&P Rating Percentage"):

Moody's Rating*	**Percentage**
Ba1	0.25%
Ba2	0.50%
Ba3	0.75%
B1 or below	1.00%

* *Including the equivalent ratings of any Substitute Rating Agency.*

If the rating assigned by S&P (or any Substitute Rating Agency therefor) of the Notes is decreased to a rating set forth in the immediately following table, the interest rate on this Note will increase from % by an amount equal to the percentage set forth opposite the rating in the table below (plus, if applicable, the percentage set forth opposite the rating in the table under "Moody's Rating Percentage"):

S&P Rating*	**Percentage**
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%

* *Including the equivalent ratings of any Substitute Rating Agency.*

If at any time the interest rate on the Notes has been increased and either Moody's or S&P (or, in either case, a Substitute Rating Agency therefor), as the case may be, subsequently upgrades its rating of the Notes, the interest rate on the Notes will be decreased such that the interest rate on this Note equals % plus the percentages set forth opposite the ratings from the tables above in effect immediately following the upgrade in rating. If Moody's (or any Substitute Rating Agency therefor) subsequently upgrades its rating of the Notes to Baa3 (or its equivalent, in the case of a Substitute Rating Agency) or higher, and S&P (or any Substitute Rating Agency therefor) upgrades its rating to BBB- (or its equivalent, in the case of a Substitute Rating Agency) or higher, the interest rate on this Note will be decreased to % (and if one such upgrade occurs and the other does not, the interest rate on this Note will be decreased so that it does not reflect any increase attributable to the upgrading rating agency). In addition, the interest rates on the Notes will permanently cease to be subject to any adjustment in this Section 1(b) (notwithstanding any subsequent downgrade in the ratings by either or both rating agencies) if the Notes become rated Baa1 and BBB+ (or, in either case, the equivalent thereof, in the case of a Substitute Rating Agency) or higher by Moody's and S&P (or, in either case, a Substitute Rating Agency therefor), respectively (or one of these ratings if the Notes of such series are only rated by one rating agency).

Each adjustment required by any downgrade or upgrade in a rating set forth above, whether occasioned by the action of Moody's or S&P (or, in either case, a Substitute Rating Agency therefor), shall be made independent of any and all other adjustments. In no event shall (1) the interest rate for the Notes be reduced to below % or (2) the interest rate on the Notes exceed %.

No adjustments to the interest rate on the Notes shall be made solely as a result of a rating agency ceasing to provide a rating of the Notes. If at any time Moody's or S&P ceases to provide a rating of the Notes, the Company shall use commercially reasonable efforts to obtain a rating of the Notes of such series from a Substitute Rating Agency, if one exists, in which case, for purposes of determining any increase or decrease in the interest rate on this Note pursuant to the tables above (1) such Substitute Rating Agency will be substituted for the last rating agency to provide a rating of the Notes but which has since ceased to provide such rating, (2) the relative rating scale used by such Substitute Rating Agency to assign ratings to senior unsecured debt will be determined in good faith by an independent investment banking institution of national standing appointed by the Company and, for purposes of determining the applicable ratings included in the applicable table above with respect to such Substitute Rating Agency, such ratings will be deemed to be the equivalent ratings used by Moody's or S&P, as applicable, in such table and (3) the interest rate on the Notes will increase or decrease, as the case may be, such that the interest rate equals % plus the appropriate percentage, if any, set forth opposite the deemed equivalent rating from such Substitute Rating Agency in the applicable table above (taking into account the provisions of clause (2) of this paragraph) (plus any applicable percentage resulting from a decreased rating by the other rating agency).

For so long as only one rating agency provides a rating of the Notes, any subsequent increase or decrease in the interest rate on this Note necessitated by a reduction or increase in the rating by the rating agency providing the rating shall be twice the applicable percentage set forth in the applicable table above. For so long as neither Moody's nor S&P (nor, in either case, a Substitute Rating Agency therefor) provides a rating of the Notes, the interest rate on this Note will increase to, or remain at, as the case may be,   %.

Any interest rate increase or decrease described above will take effect from the first Interest Payment Date following the date on which a rating change occurs that requires an adjustment in the interest rate. As such, interest will not accrue at such increased or decreased rate until the next Interest Payment Date following the date on which a rating change occurs. If Moody's or S&P (or, in either case, a Substitute Rating Agency therefor) changes its rating of the Notes more than once prior to any particular Interest Payment Date, the last change by such agency prior to such Interest Payment Date will control for purposes of any interest rate increase or decrease with respect to the Notes of such series pursuant to this Section 1(b) relating to such rating agency's action. If the interest rate payable on the Notes is increased as described above, the term "interest," as used with respect to the Notes, will be deemed to include any such additional interest unless the context otherwise requires.

The Company will advise the Trustee and the Holders of the Notes of any occurrence of a rating change that requires an interest rate increase or decrease described above within five business days of such rating change.

2. Method of Payment. The Company will pay interest on the Notes (except defaulted interest) to the Persons who are the registered Holders of the Notes at the close of business on the May 4 or November 4 next preceding the Interest Payment Date (whether or not a Business Day). The Company will pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts.

If an Interest Payment Date, the maturity date, any redemption date, or any earlier required repurchase date with respect to the Notes falls on a day that is not a Business Day, the payment will be made on the next Business Day with the same force and effect as if it were made on the date the payment was due, and no interest will accrue on the amount so payable for the period from and after that Interest Payment Date or the maturity date, as the case may be, to the date the payment is made.

3. Registrar and Agents. Initially, U.S. Bank National Association will act as Registrar, Paying Agent and agent for service of notices and demands. The Company or any of its Subsidiaries may act as Paying Agent. The address of U.S. Bank National Association is One Federal Street, 10th Floor, Boston, MA 02110.

4. Indenture. The Company issued the Notes under the Indenture dated as of March 15, 2000 (the "Original Indenture" and, as supplemented by the Sixth Supplemental Indenture dated as of November 19, 2019, the "Indenture"), among the Company, The Bank of New York Mellon Trust Company, National Association and U.S. Bank National Association, as trustee (in such capacity, the "Trustee"). Capitalized terms herein are used as defined in the Indenture unless otherwise defined herein. The terms of the Notes include those stated in the Indenture and those

made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended, 15 U.S.C. ss.ss. 77aaa-77bbbb (the "TIA"), as in effect on the date of the Indenture. The Notes are subject to all such terms, and the Holders of the Notes are referred to the Indenture and the TIA for a statement of them. To the extent that any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

5. Optional Redemption by the Company. [Prior to , 20 ,][1] the Notes will be redeemable, in whole at any time or in part from time to time, at the Company's option at a redemption price equal to the greater of:

(i) 100% of the principal amount of the Notes to be redeemed; and

(ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus basis points,

plus, in each case, accrued and unpaid interest thereon to, but excluding, the redemption date.

[In addition, on and after , 20 , the Notes will be redeemable, in whole at any time or in part from time to time, at the Company's option at a redemption price equal to 100% of the principal amount of the Notes, plus accrued and unpaid interest thereon to, but excluding, the redemption date.][2]

Notwithstanding the foregoing, installments of interest on Notes that are due and payable on Interest Payment Dates falling on or prior to a redemption date will be payable on the Interest Payment Date to the registered Holders as of the close of business on the Regular Record Date in accordance with the Notes and the Indenture.

Notice of any redemption will be mailed (or with respect to global Securities, to the extent permitted or required by applicable Depositary procedures or regulations, sent electronically) at least 30 days but not more than 60 days before the redemption date to each Holder of the Notes to be redeemed by the Company or by the Trustee on the Company's behalf; *provided* that notice of redemption may be mailed or sent more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Notes. Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Notes or portions thereof called for redemption. If less than all of the Notes are to be redeemed, the Notes to be redeemed shall be selected by lot by the Depositary, in the case of Notes represented by a global Security, or by the Trustee by lot or a method the Trustee otherwise deems to be fair and appropriate, in the case of Notes that are not represented by a global Security. Calculation of the redemption price will be made by the Company or on the Company's behalf by such Person as the Company shall designate; provided that such calculation or the correctness thereof shall not be a duty or obligation of the Trustee.

1 Applicable only in the case of the 2024 Notes, the 2026 Notes and the 2029 Notes.

2 Applicable only in the case of the 2024 Notes, the 2026 Notes and the 2029 Notes.

"Arrangement Agreement" means the agreement dated as of August 22, 2019, among the Company, 11573390 Canada Inc., a Canadian corporation and wholly owned subsidiary of the Company, and Entertainment One Ltd., a Canadian corporation.

"Comparable Treasury Issue" means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term (as measured from the date of redemption) of the Notes to be redeemed (assuming the Notes matured on , 20) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes (assuming the Notes matured on , 20).

"Comparable Treasury Price" means, with respect to any redemption date, (i) the average of four Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or (ii) if the Quotation Agent obtains fewer than four of such Reference Treasury Dealer Quotations, the average of all such quotations, or (iii) if only one Reference Treasury Dealer Quotation is received, such quotation.

"Quotation Agent" means any Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means (i) each of BofA Securities, Inc., J.P. Morgan Securities LLC and Citigroup Global Markets Inc. (or their respective affiliates that are Primary Treasury Dealers) and their respective successors; *provided*, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in New York City (a "Primary Treasury Dealer"), the Company will substitute therefor another Primary Treasury Dealer, and (ii) at least three other Primary Treasury Dealers selected by the Company.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such redemption date.

"Treasury Rate" means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

6. Special Mandatory Redemption. If (i) the Company does not consummate the acquisition of Entertainment One Ltd. contemplated by the Arrangement Agreement (the "Acquisition") on or prior to March 30, 2020 (the "Special Mandatory Redemption Outside Date"), (ii) the Company gives written notice to the Trustee that the Arrangement Agreement has been terminated or (iii) the Company determines in its reasonable judgment that the Acquisition will not be consummated (in which case, the Company will give written notice thereof to the Trustee), the Notes will be redeemed in accordance with this paragraph 6 in whole at a special mandatory redemption price (the "Special Mandatory Redemption Price") equal to 101% of the aggregate principal amount of such Notes being redeemed, plus accrued and unpaid interest on the principal amount of such Notes to, but excluding, the Special Mandatory Redemption Date.

If (i) the Company does not consummate the Acquisition on or prior to the Special Mandatory Redemption Outside Date, the Company will promptly give written notice thereof to the Trustee promptly (but in no event later than five Business Days following the Special Mandatory Redemption Outside Date), or (ii) the Company has given the Trustee written notice that the Arrangement Agreement has been terminated (no later than five Business Days following such termination) or that the Company has, in its reasonable judgment, determined that the Acquisition will not be consummated (no later than five Business Days thereafter), the Trustee shall, no later than five Business Days following the receipt of such notice from the Company, deliver written notice to each Holder of the Notes (such date of notification to the Holders of the Notes, the "Redemption Notice Date"), that all outstanding Notes shall be redeemed at the Special Mandatory Redemption Price on or about the fifth Business Day following the Redemption Notice Date (such date, the "Special Mandatory Redemption Date") automatically and without any further action by the Holders, such written notice to append the notice of special mandatory redemption delivered by the Company to the Trustee.

At or prior to 12:00 pm (New York City time) on the Business Day immediately preceding the Special Mandatory Redemption Date, the Company shall deposit with the Trustee funds sufficient to pay the Special Mandatory Redemption Price plus accrued and unpaid interest on the principal amount of the Notes being redeemed to, but excluding, the Special Mandatory Redemption Date; provided, further, that to the extent such deposit is received by the Series Trustee after 12:00 p.m. (New York City time), on any such due date, such deposit will be deemed deposited on the next Business Day. If the Company makes such a deposit in accordance with this paragraph 6, such Notes will cease to bear interest on and after the Special Mandatory Redemption Date.

7. Change of Control Repurchase Event. If a Change of Control Repurchase Event occurs, unless the Company has exercised its right to redeem the Notes, the Company will make an offer to each Holder of Notes to repurchase all or any part (in integral multiples of $1,000) of that Holder's Notes at a repurchase price in cash equal to 101% of the aggregate principal amount of Notes repurchased plus any accrued and unpaid interest on the Notes repurchased to, but excluding, the date of repurchase. Within 30 days following any Change of Control Repurchase Event or, at the Company's option, prior to any Change of Control, but after the public announcement of an impending Change of Control (whether or not a Below Investment Grade Rating Event has occurred), the Company will mail (or with respect to global Securities, to the extent permitted or required by applicable Depositary procedures or regulations, send electronically) a notice to each Holder, with a copy to the Trustee, describing the transaction or transactions that constitute or may constitute the Change of Control Repurchase Event and offering to repurchase Notes on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed or sent (the "Change of Control Payment Date"). The notice shall, if mailed prior to the date of consummation of the Change of Control, state that the offer to repurchase is conditioned on the Change of Control Repurchase Event occurring on or prior to the payment date specified in the notice.

The Company will comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended, and any other securities laws and regulations thereunder, to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Repurchase Event provisions of the Notes, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Repurchase Event provisions of the Indenture or the Notes by virtue of such conflict.

On the Change of Control Repurchase Event payment date, the Company will, to the extent lawful:

(i) accept for payment all Notes or portions of Notes (in integral multiples of $1,000) properly tendered pursuant to the Company's offer;

(ii) deposit with the Paying Agent an amount equal to the aggregate purchase price in respect of all Notes or portions of Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes properly accepted, together with an Officers' Certificate stating the aggregate principal amount of Notes being purchased by the Company.

The Paying Agent will promptly mail to each Holder of Notes properly tendered the purchase price for the Notes and, upon a written order from the Company, the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; provided, that each new Note will be in a principal amount of $2,000 or an integral multiple of $1,000 above that amount.

The Company will not be required to make an offer to repurchase the Notes upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all Notes properly tendered and not withdrawn under its offer.

If Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a change of control offer as described above and the Company, or any third party making such an offer in lieu of the Company as described in this paragraph 6, purchase all of the Notes validly tendered and not withdrawn by such Holders, the Company or such third party shall have the right, upon not less than 15 days nor more than 60 days' prior notice, provided that such notice is given not more than 30 days following such purchase pursuant to the offer described in this paragraph 6, to redeem all Notes that remain outstanding following such purchase on a date (the "Second Change of Control Payment Date") at a price in cash equal to the price paid to Holders on the Change of Control Payment Date plus accrued and unpaid interest to, but excluding, the Second Change of Control Payment Date.

"Below Investment Grade Rating Event" means the Notes are rated below Investment Grade by all the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of a Change of Control (which period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies, *provided* that no such extension shall occur if on such 60th day the Notes are rated Investment Grade by at least one of such Rating Agencies and is not subject to review for possible downgrade by such Rating Agency); *provided further* that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Repurchase Event) if any of the Rating Agencies making the reduction in rating that would otherwise be recognized by this definition does not announce or publicly confirm or inform the Company that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

"Change of Control" means the occurrence of any of the following:

(1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the Company's properties or assets and those of the Company's Subsidiaries taken as a whole to any "person" or "group" (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended), other than the Company or one of its Subsidiaries;

(2) the adoption of a plan relating to the Company's liquidation or dissolution; or

(3) the consummation of any transaction or series of related transactions (including, without limitation, any merger or consolidation) the result of which is that any "person" or "group" (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended), other than the Company or one of its wholly-owned Subsidiaries, becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding shares of the Company's Voting Stock, measured by voting power rather than number of shares; *provided* that a merger shall not constitute a "change of control" under this definition if (i) the sole purpose of the merger is the Company's reincorporation in another state and (ii) the Company's shareholders and the number of shares of the Company's Voting Stock, measured by voting power and number of shares, owned by each of them immediately before and immediately following such merger are identical.

"Change of Control Repurchase Event" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"Fitch" means Fitch Ratings, Inc. and its successors.

"Investment Grade" means a rating of BBB- or better by Fitch (or its equivalent under any successor rating categories of Fitch), a rating of Baa3 or better by Moody's (or its equivalent under any successor rating categories of Moody's) and a rating of BBB- or better by S&P (or its equivalent under any successor rating categories of S&P) or the equivalent investment grade credit rating from any additional Rating Agency or Rating Agencies selected by the Company.

"Moody's" means Moody's Investors Service, Inc. and its successors.

"Rating Agency" means (1) each of Fitch, Moody's and S&P; and (2) if any of Fitch, Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization," within the meaning of Section 3(a)(62) under the Securities Exchange Act of 1934, as amended, selected by the Company as a replacement agency for Fitch, Moody's or S&P, or all of them, as the case may be.

"S&P" means S&P Global Ratings, a division of S&P Global, Inc., and its successors.

"Voting Stock" means, with respect to any person, capital stock of any class or kind the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such person, even if the right so to vote has been suspended by the happening of such a contingency.

8. Convertibility. The Notes are not Convertible Debt Securities.

9. Sinking Fund. The Notes are not subject to any sinking fund.

10. Governing Law. The Notes and the Indenture shall be deemed to be contracts made under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of said state without regard to the conflict of laws principles thereof.

11. Defeasance and Covenant Defeasance. In accordance with Section 5.03 of the Original Indenture, the Company may elect under certain conditions either (A) to defease and be discharged from any and all obligations with respect to the Notes (except as otherwise provided in the Indenture) ("defeasance") or (B) with respect to such Notes, to be released from its obligations with respect to such Notes relating to restrictions on secured debt and restrictions on Sale and Leaseback Transactions, pursuant to Sections 10.09 and 10.10 of the Original Indenture, respectively ("covenant defeasance"), upon the irrevocable deposit with the Trustee, in trust for such purpose, of money, and/or U.S. Government Obligations which through the payment of principal and interest in accordance with their terms will provide money in an amount sufficient to pay the principal of and interest, if any, on such Notes on the scheduled due dates therefor. Such a trust may only be established if, among other things, the Company has delivered to the Trustee an Opinion of Counsel to the effect that (i) the Holders of such Notes will not recognize income, gain or loss, for federal income tax purposes as a result of such defeasance or covenant defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance or covenant defeasance had not occurred (such opinion, in the case of defeasance under clause (A) above, must refer to and be based upon a ruling of the Internal Revenue Service) and (ii) if the deposit referred to above shall include U.S. Government Obligations, such deposit shall not result in the Company, the Trustee or such trust being regulated as an "investment company," under the Investment Company Act of 1940, as amended.

12. Denominations, Transfer, Exchange. The Notes shall be known and designated as the "   % Notes due 20   ." The initial maximum aggregate principal amount of the Notes that may be authenticated and delivered under the Sixth Supplemental Indenture shall not exceed $ except for Notes authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of, Notes pursuant to Section 2.02, 3.04, 3.05, 3.06 or 9.05 of the Original Indenture (unless the issue of this series of Notes is "reopened" by issuing additional Notes of such series (the "Additional Notes")), in an amount or amounts and registered in the names of such Persons as shall be set forth in any written order of the Company for the authentication and delivery of the Notes pursuant to Section 3.03 of the Original Indenture. The Notes are issuable in registered form without coupons in denominations of $2,000 principal amount and integral multiples of $1,000 thereof. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture.

13. Persons Deemed Owners. The registered Holder of a Note may be treated as its owner for all purposes.

14. Amendment and Waiver. Subject to certain exceptions, without notice to the Holders of the Notes, the Indenture or the Notes may be amended with the consent of (i) the Holders of not less than a majority in principal amount of the Outstanding Securities, or (ii) in case less than all of the several series of Outstanding Securities are affected by such amendment, the Holders of not less than a majority in principal amount of the series so affected voting as a single class; and any existing default or compliance with any provision may be waived with the consent of the Holders of a majority in principal amount of the Notes then outstanding. Without the consent of or notice to any Holder of Notes, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, to correct or supplement any provision of the Indenture which may be defective or inconsistent with any other provision of the Indenture, or make any other provisions with respect to matters or questions arising under the Indenture, provided that such other provision does not adversely affect the interests of the Holders in any material respect.

15. Defaults and Remedies. If an Event of Default, as defined in the Indenture, occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of Notes may declare all the Notes to be due and payable immediately in the manner and with the effect provided in the Indenture. Holders of Notes may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may require indemnity and/or security satisfactory to it, subject to the provisions of the TIA, before it enforces the Indenture or the Notes. Subject to certain limitations, Holders of a majority in principal amount of the Notes then outstanding may direct the Trustee in writing in its exercise of any trust or power with respect to the Notes.

16. Trustee Dealings with the Company. U.S. Bank National Association, the Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not Trustee.

17. No Recourse Against Others. No stockholder, director, officer or incorporator, as such, past, present or future, of the Company or any successor corporation or trust shall have any liability for any obligation of the Company under the Notes or the Indenture or for any claim based on, in respect of or by reason of, such obligations or their creation. Each Holder of a Note by accepting a Note waives and releases all such liability. This waiver and release are part of the consideration for the issuance of the Notes.

18. Authentication. This Note shall not be valid until the Trustee signs the certificate of authentication on the other side of this Note.

19. Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with rights of survivorship and not as tenants in common), CUST (= Custodian), AND U/G/M/A (= Uniform Gifts to Minors Act).

The Company will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to: Hasbro, Inc. 1027 Newport Avenue, Pawtucket, Rhode Island 02861, Attention: Executive Vice President, Chief Legal Officer and Corporate Secretary.

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE

the within Note and all rights thereunder, hereby irrevocably constituting and appointing ______________________ attorney to transfer said Note on the books of the Company, with full power of substitution in the premises.

Dated: ______________________

Signature: ___________________

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE WITHIN INSTRUMENT IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

Signature Guarantee:

SIGNATURE GUARANTEE

Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

SCHEDULE OF TRANSFERS AND EXCHANGES

The following increases or decreases in Principal Amount of this Global Security have been made:

Date of Exchange	**Amount of Decrease in Principal Amount of this Global Security**	**Amount of increase in Principal Amount of this Global Security**	**Principal Amount of this Global Security following such Decrease or Increase**	**Signature of Authorized Signatory of trustee or Custodian**

Exhibit 5.1

Opinion of Tarrant Sibley, Esq.

November 19, 2019

Hasbro, Inc.
1027 Newport Avenue
Pawtucket, RI 02861

Re: $300,000,000 2.600% Notes due 2022, $500,000,000 3.000% Notes due 2024, $675,000,000 3.550% Notes due 2026, and $900,000,000 3.900% Notes due 2029

Ladies and Gentlemen:

This opinion is furnished to you in connection with the offer and sale by Hasbro, Inc., a Rhode Island corporation (the "Company"), of $300,000,000 aggregate principal amount of the Company's 2.600% notes due 2022 (the "2022 Notes"), $500,000,000 aggregate principal amount of the Company's 3.000% notes due 2024 (the "2024 Notes"), $675,000,000 aggregate principal amount of the Company's 3.550% notes due 2026 (the "2026 Notes") and $900,000,000 aggregate principal amount of the Company's 3.900% notes due 2029 (the "2029 Notes" and, together with the 2022 Notes, the 2024 Notes and the 2026 Notes, the "Notes"), pursuant to an underwriting agreement dated November 13, 2019 (the "Underwriting Agreement"), among the Company and BofA Securities, Inc. Citigroup Global Markets Inc. and J.P. Morgan Securities LLC, as representatives of the several underwriters named in the Underwriting Agreement. The Notes will be issued pursuant to an indenture dated as of March 15, 2000 (the "Base Indenture"), by and among the Company and The Bank of New York Mellon Trust Company, National Association, as successor trustee to The Bank of Nova Scotia Trust Company of New York (the "Original Trustee"), as supplemented by the sixth supplemental indenture dated as of November 19, 2019 by and between the Company, U.S. Bank National Association, as trustee solely with respect to the Notes, and the Original Trustee (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture").

The Company filed with the Securities and Exchange Commission (the "Commission") the registration statement on Form S-3 (File No. 333-220331) under the Securities Act of 1933, as amended (the "Securities Act"), on September 5, 2017, which was amended by Post-Effective Amendment No. 1 thereto dated June 13, 2018 and Post-Effective Amendment No. 2 thereto dated November 4, 2019 (as amended, the "Registration Statement"), and the prospectus dated September 5, 2017 (the "Basic Prospectus"), as supplemented by the preliminary prospectus supplement dated November 13, 2019 (the "Preliminary Prospectus Supplement") and the final prospectus supplement dated November 13, 2019 (the "Final Prospectus Supplement").

I am the Executive Vice President, Chief Legal Officer and Corporate Secretary of the Company and have advised the Company in connection with the filing of the Registration Statement, the Basic Prospectus, the Preliminary Prospectus Supplement and the Final Prospectus Supplement.

I have examined and relied upon signed copies of the Registration Statement, the Basic Prospectus, the Preliminary Prospectus Supplement and the Final Prospectus Supplement as filed with the Commission, including the exhibits thereto. I, or attorneys under my supervision, have also examined and relied upon the Restated Articles of Incorporation of the Company, as amended and in effect at all relevant times, the Amended and Restated Bylaws of the Company, as amended and in effect at all relevant times, and minutes of meetings of the Board of Directors of the Company and the pricing resolution of an authorized officer of the Company and such other documents, corporate records, certificates of public officials and other instruments as I have deemed necessary or advisable for the purpose of rendering this opinion.

In my examination of the foregoing documents, I have assumed the genuineness of all signatures, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as copies, the authenticity of the originals of such latter documents and the legal capacity of all signatories to such documents.

I express no opinion herein as to the laws of any state or jurisdiction other than the state laws of the State of Rhode Island.

Based upon and subject to the foregoing, I am of the opinion that (i) the Company has been duly incorporated and is validly existing and in good standing under the laws of the State of Rhode Island, (ii) the Company has the corporate power to enter into and perform its obligations under the Notes and the Indenture and (iii) the Company has duly authorized and executed the Notes and the Indenture.

Please note that I am opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters. This opinion is based upon currently existing statutes, rules, regulations and judicial decisions, and I disclaim any obligation to advise you of any change in any of these sources of law or subsequent legal or factual developments which might affect any matters or opinions set forth herein. Cravath, Swaine & Moore LLP may rely on this opinion in rendering its opinion to the Company relating to the enforceability of the Notes.

I hereby consent to the filing of this opinion with the Commission as an exhibit to the Company’s Current Report on Form 8-K to be filed on or about November 19, 2019, which Form 8-K will be incorporated by reference into the Registration Statement, and to the use of my name therein and in the related Basic Prospectus, Preliminary Prospectus Supplement and Final Prospectus Supplement under the caption “Legal Matters.” In giving such consent, I do not hereby admit that I am in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

By: /s/ Tarrant Sibley
Tarrant Sibley
Executive Vice President, Chief Legal Officer and
Corporate Secretary

Exhibit 5.2

CRAVATH, SWAINE & MOORE LLP

WORLDWIDE PLAZA
825 EIGHTH AVENUE
NEW YORK, NY 10019-7475

TELEPHONE: +1-212-474-1000
FACSIMILE: +1-212-474-3700

CITYPOINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HR
TELEPHONE: +44-20-7453-1000
FACSIMILE: +44-20-7860-1150

JOHN W. WHITE
EVAN R. CHESLER
RICHARD W. CLARY
STEPHEN L. GORDON
ROBERT H. BARON
DAVID MERCADO
CHRISTINE A. VARNEY
PETER T. BARBUR
THOMAS G. RAFFERTY
MICHAEL S. GOLDMAN
RICHARD HALL
JULIE A. NORTH
ANDREW W. NEEDHAM
STEPHEN L. BURNS
KATHERINE B. FORREST
KEITH R. HUMMEL
DAVID J. KAPPOS
DANIEL SLIFKIN
ROBERT I. TOWNSEND, III
WILLIAM J. WHELAN, III
PHILIP J. BOECKMAN
WILLIAM V. FOGG
FAIZA J. SAEED
RICHARD J. STARK

THOMAS E. DUNN
MARK I. GREENE
DAVID R. MARRIOTT
MICHAEL A. PASKIN
ANDREW J. PITTS
MICHAEL T. REYNOLDS
ANTONY L. RYAN
GEORGE E. ZOBITZ
GEORGE A. STEPHANAKIS
DARIN P. MCATEE
GARY A. BORNSTEIN
TIMOTHY G. CAMERON
KARIN A. DEMASI
DAVID S. FINKELSTEIN
DAVID GREENWALD
RACHEL G. SKAISTIS
PAUL H. ZUMBRO
ERIC W. HILFERS
GEORGE F. SCHOEN
ERIK R. TAVZEL
CRAIG F. ARCELLA
DAMIEN R. ZOUBEK
LAUREN ANGELILLI
TATIANA LAPUSHCHIK

ALYSSA K. CAPLES
JENNIFER S. CONWAY
MINH VAN NGO
KEVIN J. ORSINI
MATTHEW MORREALE
JOHN D. BURETTA
J. WESLEY EARNHARDT
YONATAN EVEN
BENJAMIN GRUENSTEIN
JOSEPH D. ZAVAGLIA
STEPHEN M. KESSING
LAUREN A. MOSKOWITZ
DAVID J. PERKINS
JOHNNY G. SKUMPIJA
J. LEONARD TETI, II
D. SCOTT BENNETT
TING S. CHEN
CHRISTOPHER K. FARGO
KENNETH C. HALCOM
DAVID M. STUART
AARON M. GRUBER
O. KEITH HALLAM, III
OMID H. NASAB
DAMARIS HERNÁNDEZ

JONATHAN J. KATZ
MARGARET SEGALL D'AMICO
RORY A. LERARIS
KARA L. MUNGOVAN
NICHOLAS A. DORSEY
ANDREW C. ELKEN
JENNY HOCHENBERG
VANESSA A. LAVELY
G.J. LIGELIS JR.
MICHAEL E. MARIANI
LAUREN R. KENNEDY
SASHA ROSENTHAL-LARREA
ALLISON M. WEIN

SPECIAL COUNSEL
SAMUEL C. BUTLER

OF COUNSEL
MICHAEL L. SCHLER
CHRISTOPHER J. KELLY

November 19, 2019

Hasbro, Inc.
$300,000,000 2.600% Notes due 2022
$500,000,000 3.000% Notes due 2024
$675,000,000 3.550% Notes due 2026
$900,000,000 3.900% Notes due 2029

Ladies and Gentlemen:

We have acted as counsel for Hasbro, Inc., a Rhode Island corporation (the "Company"), in connection with the purchase by the several Underwriters (the "Underwriters") listed in Schedule I to the Underwriting Agreement dated November 13, 2019 (the "Underwriting Agreement"), among the Company and BofA Securities, Inc., J.P. Morgan Securities LLC and Citigroup Global Markets Inc., as Representatives of the Underwriters, from the Company of $300,000,000 aggregate principal amount of 2.600% notes due 2022 (the "2022 Notes"), $500,000,000 aggregate principal amount of 3.000% notes due 2024 (the "2024 Notes"), $675,000,000 aggregate principal amount of 3.550% notes due 2026 (the "2026 Notes"), and $900,000,000 aggregate principal amount of 3.900% notes due 2029 (the "2029 Notes" and, together with the 2022 Notes, 2024 Notes and the 2026 Notes, the "Notes"), to be issued pursuant to the indenture (as so supplemented, the "Indenture") dated as of March 15, 2000, as supplemented by a sixth supplemental indenture among the Company, The Bank of New York Mellon Trust Company, N.A., as the original trustee (the "Original Trustee"), and U.S. Bank National Association, as the successor trustee (the "Series Trustee" and, together with the Original Trustee, the "Trustees"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Underwriting Agreement.

In that connection, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary or appropriate for the purposes of this opinion, including: (a) the Indenture and the form of Note; (b) the Registration Statement on Form S-3 (Registration No. 333-220331) filed with the Securities and Exchange Commission (the "Commission") on September 5, 2017, as amended by Post-Effective Amendment No. 1

thereto on June 13, 2018 and Post-Effective Amendment No. 2 thereto on November 4, 2019 (the "Registration Statement"), for registration under the Securities Act of 1933, as amended (the "Securities Act"), of an unlimited amount of various securities of the Company, to be issued from time to time by the Company; (c) the related Prospectus dated September 5, 2017 (together with the documents incorporated therein by reference, the "Basic Prospectus"); and (d) the Prospectus Supplement dated November 13, 2019, filed with the Commission pursuant to Rule 424(b) of the General Rules and Regulations under the Securities Act (together with the Basic Prospectus and the documents incorporated by reference therein, the "Prospectus"). As to various questions of fact material to this opinion, we have relied upon representations of officers or directors of the Company and documents furnished to us by the Company without independent verification of their accuracy. In rendering our opinions set forth herein, we have assumed, with your consent and without independent investigation or verification, the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as duplicates or copies. We have also assumed, with your consent, that the Indenture has been duly authorized, executed and delivered by the Trustees and that the Notes conform to the form of Note examined by us.

Based on the foregoing and subject to the qualifications herein, we are of the opinion that, when the Notes are authenticated in accordance with the provisions of the Indenture and delivered and paid for, and assuming that the Notes have been duly authorized by the Company, the Notes will constitute legal, valid and binding obligations of the Company entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms (subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and other similar laws affecting creditors' rights generally from time to time in effect and to the general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or law).

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Company's Current Report on Form 8-K filed on November 19, 2019, and to the incorporation by reference of this opinion into the Registration Statement. We also consent to the reference to our firm under the caption "Legal Matters" in the Prospectus Supplement dated November 13, 2019, forming a part of the Registration Statement. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

We are admitted to practice in the State of New York, and we express no opinion as to matters governed by any laws other than the laws of the State of New York and the Federal laws of the United States. In particular, we do not purport to pass on any matter governed by the laws of the State of Rhode Island.

Very truly yours,

/s/ Cravath, Swaine & Moore LLP

Hasbro, Inc.
1027 Newport Avenue
Pawtucket, RI 02861

O