

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Viewpoint International, Inc.		06/19/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Target Brands, Inc.
Street Address:	1000 Nicollet Mall
Internal Address:	TPS-3165
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55403
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 6

Property Type	Number
Registration Number:	2645824
Registration Number:	2571665
Registration Number:	2571664
Registration Number:	2576346
Registration Number:	2588619
Registration Number:	2573946

CORRESPONDENCE DATA

Fax Number: (612)696-5100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 612-696-0109
 Email: Shayne.Brown@Target.com
 Correspondent Name: Shayne L. Brown

CH \$165.00 2645824

Address Line 1: 1000 Nicollet Mall
Address Line 2: TPS-3165
Address Line 4: Minneapolis, MINNESOTA 55403

ATTORNEY DOCKET NUMBER:	2003-000154
-------------------------	-------------

NAME OF SUBMITTER:	Holli McFarland
--------------------	-----------------

Total Attachments: 1 source=breakwaterassignmentNet_Scan.tif

EXHIBIT A

TRADEMARK ASSIGNMENT

This Assignment, effective as of JUNE 19, 2003, by Viewpoint International, Inc., by and between Viewpoint International, Inc., a Delaware corporation with offices located at 1071 Avenue of the Americas, 11th Floor, New York, NY 10018 ("Assignor") in favor of Target Brands, Inc., a Minnesota corporation with offices located at 1000 Nicollet Mall, Minneapolis, MN 55403 ("Assignee").

WHEREAS, Assignor has adopted and used the mark "BREAKWATER" and owns applications and/or registrations, including but not limited to the following, for the Mark (hereinafter the "Mark"):

<u>Mark</u>	<u>Registration No.</u>
BREAKWATER	2,645,824
BREAKWATER & Design	2,571,665
BREAKWATER AT ALL TIMES LIGHT, BUOYANT, & RELIABLE & Design	2,571,664
BREAK WATER & Design	2,576,346
BREAK WATER AT ALL TIMES LIGHT, BUOYANT, & RELIABLE & Design	2,588,619
(BREAKWATER Design)	2,573,946

WHEREAS, pursuant to that certain purchase agreement between Assignee and Assignor as of the date hereof, Assignor has agreed to assign to Assignee Assignor's right, title and interest in and to the Mark, together with the good will of the business with which such Mark is used and which is symbolized by the Mark;

NOW, THEREFORE, for good and valuable consideration, including \$10.00, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to such Mark, including all registrations and applications to register the Mark, (whether or not listed above) together with the goodwill of the business connected with the use of and symbolized by the Mark.

VIEWPOINT INTERNATIONAL, INC.

By: 

Name: T.P. FLEMING

Its: DIRECTOR OF PRIVATE LABEL
TRADEMARK