

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Target Brands, Inc.		11/02/2006	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HighBridge Company I, LLC		
<b>Street Address:</b>	33 South Sixth Street		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MINNESOTA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1734492	HIGH BRIDGE	
Registration Number:	2018667	HIGHBRIDGE CLASSICS	
Registration Number:	2909065		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)642-8331		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-672-8331		
<b>Email:</b>	john.provo@maslon.com		
<b>Correspondent Name:</b>	John W. Provo		
<b>Address Line 1:</b>	90 S. 7th St., 3300 Wells Fargo Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	2007728		
<b>NAME OF SUBMITTER:</b>	John W. Provo		
<b>Signature:</b>	/John W. Provo/		

OP \$90.00 1734492

Date:

05/08/2007

**Total Attachments: 2**

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**EXHIBIT A**

**ASSIGNMENT OF TRADEMARKS**

WHEREAS, Target Brands, Inc , a Minnesota corporation having a principal place of business at 1000 Nicollet Mall, TPS 3165, Minneapolis, Minnesota 55403 (“Assignor”), has adopted, used and owns the common law trademark HIGHBRIDGE as well as the trademarks and trademark registrations listed on Exhibit A attached hereto (collectively, the “Marks”),

WHEREAS, HighBridge Company I, LLC, a Minnesota limited liability company having a principal place of business at 33 South Sixth Street, Minneapolis, Minnesota 55402 (“Assignee”), desires to acquire the Marks and the registrations of the Marks,

WHEREAS, Assignor and Assignee entered into a certain Unit Purchase Agreement, dated the date hereof, whereby all right, title and interest in and to the Marks, including the goodwill associated with the Marks and certain rights and assets of the business connected with the Marks, were transferred from Assignor to Assignee,

WHEREAS, Assignor and Assignee wish to record the assignment of the Marks with the U S Patent and Trademark Office,

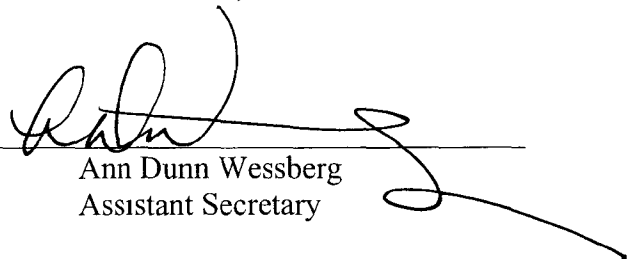
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in confirmation of the previous assignment, Assignor does hereby assign, transfer and sell unto Assignee all of its right, title and interest in and to the Marks (including all claims for profits and damages by reason of past infringement of the Marks), together with the goodwill of the business symbolized by the Marks, certain rights and assets of the business connected with the Marks, and the existing registrations of the Marks

This assignment shall be effective as of November 2, 2006, shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee

TARGET BRANDS, INC



Date November 2, 2006

By

  
Ann Dunn Wessberg  
Assistant Secretary

**EXHIBIT A**

**United States Trademark Registrations**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
<b>HIGH BRIDGE &amp; Design</b> 	1,734,492	November 24, 1992
<b>HIGHBRIDGE CLASSICS</b>	2,018,667	November 26, 1996
<b>HighBridge Design</b> 	2,909,065	December 7, 2004