

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
Cooking.com, Inc.		04/03/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Target Brands, Inc.		
Street Address:	1000 Nicollet Mall, TPS-3165		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55403		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2522993		
Registration Number:	2657525	COOKING.COM	
Serial Number:	85578901	CHEF KNIFE GURU	
Serial Number:	85578879	DEL REY	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6127667000		
Email:	tmmppls@faegrebd.com		
Correspondent Name:	Rob Leonard/Sarah House		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	410505.80		

OP \$115.00 2522993

NAME OF SUBMITTER:	Sarah M. House
Signature:	/Sarah M House/
Date:	07/02/2013
Total Attachments: 4 source=Project Gold - Trademark Assignment#page1.tif source=Project Gold - Trademark Assignment#page2.tif source=Project Gold - Trademark Assignment#page3.tif source=Project Gold - Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), (this "Assignment"), is entered into as of April 3, 2013, between Target Brands, Inc., a Minnesota corporation ("Assignee"), and Cooking.com, Inc., a Delaware corporation (the "Company"). Each capitalized term used, but not defined, herein will have the meaning given to such term in the Asset Purchase Agreement, dated March 8, 2013, between the Company and Target Corporation, a Minnesota corporation (the "Parent") (as it may be amended from time to time, the "Asset Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each party hereby agrees as follows:

1. **Purchased Intellectual Property.** The Company hereby sells, conveys, transfers and assigns to Assignee all of the Company's right, title and interest in and to the Purchased Intellectual Property listed in Appendix A hereto, together with all goodwill and common law rights associated therewith and all trademark registrations, applications, extensions and renewals in connection therewith, and all claims for profits or damages by reason of past, present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same without any duty to account to the Company for the same.

2. **Further Assurances.** The Company for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Parent or Assignee, the Company will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Parent Assignee in order to assign, transfer, set over, convey, assure and confirm unto and vest in Assignee, its successors and assigns, title to the assets sold, conveyed and transferred by this Assignment.

3. **Subject to Asset Purchase Agreement.** This Assignment is subject to all the terms and conditions of the Asset Purchase Agreement. No provision of this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

4. **Counterparts.** This Assignment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument. This Agreement may be executed on signature pages exchanged by facsimile or other electronic means, in which event each party shall promptly deliver to the others such number of original copies as the others may reasonably request.

5. **Governing Law.** This Assignment shall be construed under and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Company has duly executed this Assignment as of the date first set forth above.

COMPANY:

Cooking.com, Inc.

By: 

Name: Tracy Radak

Title: CEO

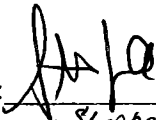
[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005062 FRAME: 0463

IN WITNESS WHEREOF, Assignee has duly executed this Assignment as of the date first set forth above.

ASSIGNEE:

Target Brands, Inc.

By: 
Name: Stephen Lee
Title: *vice president*

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005062 FRAME: 0464

APPENDIX A

Trademark	Docket Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
COIL DESIGN	07A6-100177/ Canada	Active	101982300 June 18, 1999	TMA542789 March 21, 2001
COIL DESIGN	07A6-100179/ United States of America	Active Classes 35, 41	75/517,046 July 10, 1998	2,522,993 December 25, 2001
COOKING.COM	07A6-100173/ Canada	Active	101982100 June 18, 1999	TMA550024 August 21, 2001
COOKING.COM	07A6-100176/ United States of America	Active Classes 35, 41	75/518,494 July 14, 1998	2,657,525 December 10, 2002
CHEF KNIFE GURU	United States of America	Active Class 42	85/578,901 March 23, 2012	
DEL REY	United States of America	Active Class 21	85/578,879 March 23, 2012	