

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304188

<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>
LetsTalk.com, Inc.		05/07/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Target Brands, Inc.		
<b>Street Address:</b>	1000 Nicollet Mall		
<b>Internal Address:</b>	TPS-3165		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55403		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3735535	LETSTALK.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6126963399		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	612.696.7804		
<b>Email:</b>	us.trademarks@target.com		
<b>Correspondent Name:</b>	Target Brands, Inc.		
<b>Address Line 1:</b>	1000 Nicollet Mall		
<b>Address Line 2:</b>	TPS-3165		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55403		
<b>NAME OF SUBMITTER:</b>	Cherisa Carpentier		
<b>SIGNATURE:</b>	/Cherisa Carpentier/		
<b>DATE SIGNED:</b>	05/12/2014		
<b>Total Attachments: 5</b>			
source=3735535 LETSTALK.COM - TM Assignment to Target Brands, Inc. 5 7 2014#page1.tif			
source=3735535 LETSTALK.COM - TM Assignment to Target Brands, Inc. 5 7 2014#page2.tif			
source=3735535 LETSTALK.COM - TM Assignment to Target Brands, Inc. 5 7 2014#page3.tif			
source=3735535 LETSTALK.COM - TM Assignment to Target Brands, Inc. 5 7 2014#page4.tif			
source=3735535 LETSTALK.COM - TM Assignment to Target Brands, Inc. 5 7 2014#page5.tif			

TRADEMARK

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Agreement"), is entered into as of as of May 7, 2014, by and between Target Brands, Inc., a Minnesota corporation ("Assignee"), Retail Activation Services LLC, a Minnesota limited liability company ("Buyer"), and LetsTalk.com, Inc., a Delaware corporation (the "Company"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement, dated as of April 2, 2014, as amended, (the "Asset Purchase Agreement"), by and among Buyer, Target Corporation, a Minnesota corporation ("Buyer Parent"), the Company and Brightstar Corp., a Delaware corporation ("Seller Parent").

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer has agreed to acquire, and the Company has agreed to assign, certain assets of the Company to Buyer.

WHEREAS, Assignee is an affiliate of Buyer and Buyer desires that certain Purchased Intellectual Property be assigned directly to Assignee, rather than Buyer, at the Closing.

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 associated therewith and all trademark registrations, applications and renewals in connection therewith, and all claims for 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.

2. **Subject to Asset Purchase Agreement.** This Agreement 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 or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

3. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which when taken together shall be considered one and the same instrument and shall become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart. The exchange of copies of this Agreement and the signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

4. **Governing Law.** This Agreement and any controversy related to, arising directly or indirectly out of, caused by, or resulting from this Agreement shall be governed by and

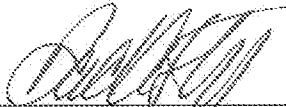
construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Delaware.

*[Remainder of page intentionally left blank]*

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

**COMPANY:**

LetsTalk.com, Inc.

By: 

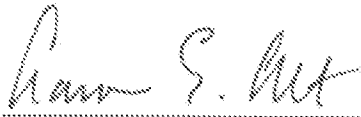
Name: David Stritzinger

Title: President

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

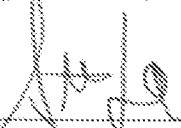
**BUYER:**

**Retail Activation Services LLC**

By:   
Name: Aaron E. Alt  
Title: Chief Manager/President and Treasurer

**ASSIGNEE:**

**Target Brands, Inc.**

By:   
Name: Stephen Lee  
Title: Vice President

APPENDIX A

Registered Intellectual Property

MARK	REG. NO.	CLASSES	JURISDICTION
LETSTALK.COM	3,735,535	35, 38	U.S.

Certain Other Unregistered Intellectual Property

- CONSENSUS
- Consensus Corp.



- CONSENSUS



- CONSENSUS



-