

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM361321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonia Kashuk, Inc.		08/12/2015	CORPORATION:
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: 17			
Property Type	Number	Word Mark	
Registration Number:	4444309	LUXE SONIA KASHUK	
Registration Number:	4082794	SONIA KASHUK	
Serial Number:	85928353	SONIA KASHUK	
Registration Number:	4532199	SONIA KASHUK	
Registration Number:	4629416	YELLOW ALLURIANA	
Serial Number:	85928349	SONIA KASHUK TOOLS	
Registration Number:	4477310	SONIA KASHUK TOOLS	
Serial Number:	85928360	SK	
Registration Number:	4532200	SK	
Serial Number:	86159167	SK	
Registration Number:	4621964	RED PROMISIA	
Registration Number:	4621965	PURPLE SEDUCTIA	
Registration Number:	4621966	PINK INNOCENCIA	
Serial Number:	86463295	WHITE ETHERIANA	
Serial Number:	86465398	SKIN	
Serial Number:	86465410	SKIN SONIA KASHUK	
Registration Number:	4685459	SK	
CORRESPONDENCE DATA			

CH \$440.00 4444309

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6126967804
Email: us.trademarks@target.com
Correspondent Name: Renee S. Kraft
Address Line 1: 1000 Nicollet Mall, TPS-3165
Address Line 4: Minneapolis, MINNESOTA 55403

NAME OF SUBMITTER:	Renee S. Kraft
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SIGNATURE:	/Renee S. Kraft/
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DATE SIGNED:	11/05/2015
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Total Attachments: 5

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Trademark Assignment

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is entered into as of August 12, 2015, between Target Brands, Inc., a Minnesota corporation, with a principal address of 1000 Nicollet Mall, TPS-3165, Minneapolis, MN 55403-2467 ("Assignee"), and Sonia Kashuk, Inc., a New York corporation, with a principal address of 114 Liberty Street, Suite 2A, New York, New York 10006 (the "Company"). Each capitalized term used, but not defined, herein will have the meaning given to such term in the Asset Purchase Agreement, dated August 12, 2015, by and among the Company, Sonia Kashuk and Assignee (as it may be amended from time to time, the "Asset Purchase Agreement").

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

1. **Purchased Intellectual Property.** Company hereby sells, conveys, transfers, delivers and assigns to Assignee all of 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 Company for the same.

2. **Further Assurances.** 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 Assignee, 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 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 Assignment 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.

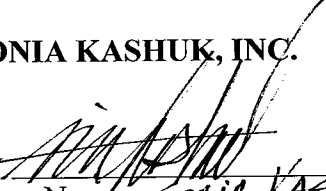
4. **Counterparts.** This Assignment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument. This Assignment may be executed on signature pages exchanged by facsimile or other electronic means, in which event each party shall promptly 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 without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those 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:

SONIA KASHUK, INC.

By 
Name: SONIA KASHUK
Title: PRESIDENT

STATE OF NY)

) ss.

COUNTY OF NY)

On this 3rd day of August, 2015, before me, a notary public, appeared the person who signed this Assignment for the trademarks listed in Appendix A, who acknowledged that he/she signed it as his/her free act on behalf of Assignee with authority to do so.


Notary Public


[Seal]
WANDA MALDONADO
Notary Public of New York
No. 01MA6194884
Qualified in Richmond
Commission Expires October 14, 2016

[Signature Page to Sonia Kashuk, Inc. Trademark Assignment]

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

ASSIGNEE:

TARGET BRANDS, INC.

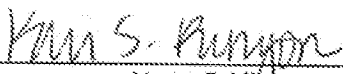
By 
Name: Stephen Lee
Title: Vice President

STATE OF Minnesota

) ss.

COUNTY OF Hennepin

On this 5th day of August, 2015, before me, a notary public, appeared the person who signed this Assignment for the trademarks listed in Appendix A, who acknowledged that he/she signed it as his/her free act on behalf of Assignee with authority to do so.


Notary Public

[Seal]



[Signature Page to Sonia Kashuk, Inc. Trademark Assignment]

APPENDIX A

Trademarks

Mark	Serial Number	Registration Number	Status	Jurisdiction
LUXE SONIA KASHUK	85/425,151	4,444,309	REGISTERED	United States
SONIA KASHUK	A0026433	1106238	REGISTERED	International Registration
SONIA KASHUK	85/296,710	4,082,794	REGISTERED	United States
SONIA KASHUK	85/928,353		ALLOWED	United States
SONIA KASHUK	85/928,355	4,532,199	REGISTERED	United States
YELLOW ALLURIANA	85/928,346	4,629,416	REGISTERED	United States
SONIA KASHUK TOOLS	85/928,349		ALLOWED	United States
SONIA KASHUK TOOLS	85/928,352	4,477,310	REGISTERED	United States
SK Logo	85/928,360		ALLOWED	United States
SK Logo	85/928,365	4,532,200	REGISTERED	United States
SK Logo	86/159,167		ALLOWED	United States
RED PROMISIA	85/928,368	4/621,964	REGISTERED	United States
PURPLE SEDUCTIA	85/928,372	4,621,965	REGISTERED	United States
PINK INNOCENCIA	85/928,375	4,621,966	REGISTERED	United States
White Etheriana	86/463,295		ALLOWED	United States
skin (design)	86/465,398		ALLOWED	United States
skin sonia kashuk	86/465,410		ALLOWED	United States
SK Logo	85/983,134	4,685,459	REGISTERED	United States
PINK INNOCENCIA	1663628		PENDING	Canada
RED PROMISIA	1663629		PENDING	Canada
YELLOW ALLURIANA	1663568		PENDING	Canada
PURPLE SEDUCTIA	1663627		PENDING	Canada
YELLOW ALLURIANA	1663622		DEFAULT	Canada

[Appendix Page to Sonia Kashuk, Inc. Trademark Assignment]