

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361355

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		08/12/2015	INDIVIDUAL: UNITED STATES
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3019102	KASHUK TOOLS	
CORRESPONDENCE DATA			
Fax Number:	6126963399		
<i>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.</i>			
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		
SIGNATURE:	/Renee S. Kraft/		
DATE SIGNED:	11/05/2015		
Total Attachments: 5			
source=Trademark Assignment dtd 8-12-15 between TBI and Sonia Kashuk (individual)#page1.tif			
source=Trademark Assignment dtd 8-12-15 between TBI and Sonia Kashuk (individual)#page2.tif			
source=Trademark Assignment dtd 8-12-15 between TBI and Sonia Kashuk (individual)#page3.tif			
source=Trademark Assignment dtd 8-12-15 between TBI and Sonia Kashuk (individual)#page4.tif			
source=Trademark Assignment dtd 8-12-15 between TBI and Sonia Kashuk (individual)#page5.tif			

CH \$40.00 3019102

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, a citizen of the United States, with an address of 114 Liberty Street, Suite 2A, New York, New York 10006 (the "Assignor"). 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 Assignor, Sonia Kashuk, Inc., 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.** Assignor hereby sells, conveys, transfers and assigns to Assignee all of Assignor'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 renewal 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 Assignor for the same.

2. **Further Assurances.** Assignor 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, Assignor 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 the 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 the 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 Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

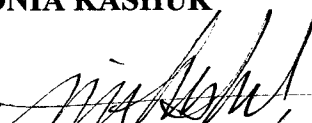
4. **Counterparts.** This Assignment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument. This Agreement may be executed on signature pages exchanged by facsimile or other electronic means, in which event each party shall promptly 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, Assignor has duly executed this Assignment as of the date first set forth above.

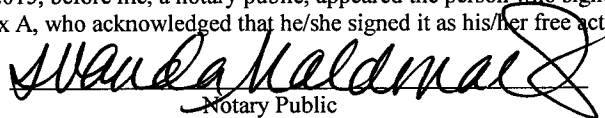
ASSIGNOR:

SONIA KASHUK

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 and deed.


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 Trademark Assignment]

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

ASSIGNEE:

TARGET BRANDS, INC.

By [Signature]
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.

[Signature]
Notary Public

[Seal]



{Signature Page to Sonia Kashuk Trademark Assignment}

APPENDIX A

Trademarks

Mark	Serial Number	Registration Number	STATUS	Jurisdiction
KASHUK TOOLS	76/574,302	3,019,102	REGISTERED	United States
KASHUK TOOLS	A0015125	994200	REGISTERED	International Registration

[Appendix Page to Sonia Kashuk Trademark Assignment]