

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387488

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Valhalla Place, Inc.		06/02/2016	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Valhalla Place, LLC		
<b>Street Address:</b>	6043 Hudson Rd		
<b>City:</b>	Woodbury		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55125		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87027978	VALHALLA PLACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>			
<b>Phone:</b>	6124927628		
<b>Email:</b>	ip@fredlaw.com		
<b>Correspondent Name:</b>	Leigh Rand		
<b>Address Line 1:</b>	200 S. 6th Street		
<b>Address Line 2:</b>	Suite 4000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Leigh Rand		
<b>SIGNATURE:</b>	/Leigh Rand/		
<b>DATE SIGNED:</b>	06/10/2016		
<b>Total Attachments: 5</b>			
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OP \$40.00 87027978

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of June 2, 2016, by Valhalla Place, Inc., a Minnesota corporation ("Assignor"), in favor of Valhalla Place, LLC, a Delaware limited liability company ("Assignee").

Pursuant to an Asset and Membership Interest Purchase Agreement dated of even date herewith (the "Purchase Agreement"), Assignor has assigned to Assignee, among other assets, the trademarks and trademark applications set forth on Exhibit A, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:

(a) trademarks and trademark applications set forth on Exhibit A hereto, and all registrations, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable to Assignor with respect to any and all of the foregoing; and

(d) any and all claims and causes of action of Assignor with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Purchase Agreement. This Assignment is subject to the terms, conditions, representations and covenants as set forth in the Purchase Agreement, all of which to the extent applicable are incorporated herein by reference. Nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Purchase Agreement. In the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement are controlling.

4. Assignment. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.

5. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has executed this instrument as of the date first written above.

Assignor:

Valhalla Place, Inc

By: 

Name: Brian Sawada

Its: CFO

AGREED TO AND ACCEPTED:

Assignee:

Valhalla Place, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signature page to Trademark Assignment]*

IN WITNESS WHEREOF, Assignor has executed this instrument as of the date first written above.

**Assignor:**

Valhalla Place, Inc

By: \_\_\_\_\_

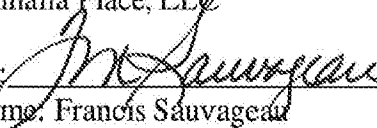
Name:

Its:

AGREED TO AND ACCEPTED:

**Assignee:**

Valhalla Place, LLC

By:  \_\_\_\_\_

Name: Francis Sauvageau

Its: President and Chief Executive  
Officer

*[Signature page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 005812 FRAME: 0366**

**EXHIBIT A  
TO TRADEMARK ASSIGNMENT**

<b>Trademark</b>	<b>App. Ser. No.</b>	<b>Filing Date</b>	<b>Country</b>
VALHALLA PLACE	87/027978	May 6, 2016	U.S.