

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arbie Goodfellow, Ltd.		12/28/2016	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Target Brands, Inc.		
Street Address:	1000 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55403-2467		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4267496	ARBIE GOODFELLOW	
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>			
Phone:	6126967804		
Email:	us.trademarks@target.com		
Correspondent Name:	Renee Kraft, Target Brands, Inc.		
Address Line 1:	1000 Nicollet Mall		
Address Line 4:	Minneapolis, MINNESOTA 55403-2467		
NAME OF SUBMITTER:	Renee S. Kraft		
SIGNATURE:	/Renee S. Kraft/		
DATE SIGNED:	01/03/2017		
Total Attachments: 1			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into as of December 28, 2016 by and between Arbie Goodfellow, Ltd., a Michigan corporation ("Assignor"), in favor of Target Brands, Inc., a Minnesota corporation ("Assignee"), with reference to the following facts and circumstances:

WHEREAS, Assignor owns all right, title and interest in and to U.S. Trademark Registration No. 4267496 for the mark ARBIE GOODFELLOW and common law rights arising from the use of the mark shown in the registration (the "Trademark");

WHEREAS, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Trademark.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

Assignment of Trademark. Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Trademark worldwide, together with the goodwill of the business associated therewith throughout the world and all common law and statutory right, title and interest in and to the Trademark, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Trademark, and all products, proceeds and revenues arising from or relating to any and all of the foregoing, except for the agreement between the parties hereto with respect the Assignor's inventory bearing the Trademark. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in connection with the Trademark, and to secure in its own name the registrations granted thereon throughout the world. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Trademark.

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

ARBIE GOODFELLOW, LTD.

By: Arbie Goodfellow

Printed Name: ARBIE GOODFELLOW

Title: PRESIDENT

Date: 12/28/16