

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410905

<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>
Ronin Studio LLC		12/23/2016	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Target Brands, Inc.		
<b>Street Address:</b>	1000 Nicollet Mall		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55403-2467		
<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>	5006778	GOODFELLAS CLOTHING CO.	
<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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6126967804		
<b>Email:</b>	us.trademarks@target.com		
<b>Correspondent Name:</b>	Renee Kraft, Target Brands, Inc.		
<b>Address Line 1:</b>	1000 Nicollet Mall		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55403-2467		
<b>NAME OF SUBMITTER:</b>	Renee S. Kraft		
<b>SIGNATURE:</b>	/Renee S. Kraft/		
<b>DATE SIGNED:</b>	01/03/2017		
<b>Total Attachments: 1</b>			
source=GOODFELLAS CLOTHING CO. Trademark Assignment#page1.tif			

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "Assignment") is entered into as of December 23, 2016 by and between Ronin Studio LLC, a Michigan limited liability company ("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. 5006778 for the mark GOODFELLAS CLOTHING CO. & Design and common law rights arising from the use of the mark shown in the registration (the "Trademark");

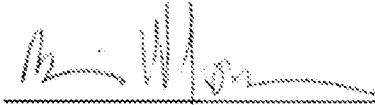
WHEREAS, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Trademark.

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

1. 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. 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 Agreement as of the date first set forth above.

RONIN STUDIOS LLC

By: 

Printed Name: BRAD V. JONES

Title: Senior Designer

Date: 12/23/2016