

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473000

| | | | |
|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| In Private, Inc. | | 02/22/2017 | 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: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4984923 | SHADE AND SHORE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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 S. Kraft | | |
| Address Line 1: | 1000 Nicollet Mall, TPS-3165 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55403 | | |
| NAME OF SUBMITTER: | Kim Nute | | |
| SIGNATURE: | /kim nute/ | | |
| DATE SIGNED: | 05/07/2018 | | |
| Total Attachments: 3 | | | |
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| source=TM Agreement - SHADE & SHORE#page2.tif | | | |
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TARGET

Schedule B

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is entered into as of 12/27, 2011, between Target Brands, Inc., a Minnesota corporation ("Assignee"), and In Private, Inc., a New York corporation (the "Assignor").

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

1. Purchase and sale of Trademark. Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the trademark 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 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 this Assignment.

3. 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 other such number of original copies as the others may reasonably request.

4. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this Assignment as of the date first set forth above.

ASSIGNEE:

ASSIGNOR:

TARGET BRANDS, INC.

IN PRIVATE, INC.

By: Andrew Kellick
Name: Andrew Kellick
Title: VP Merchandising
Target Corp.

By: M. R. CACTIE
Name: M. R. CACTIE
Title: SECRETARY

APPENDIX A

Trademarks

| Mark | Serial # | Registration # | Jurisdiction | Class(es) |
|-----------------|----------|----------------|--------------|-----------|
| SHADE AND SHORE | 86614458 | | U.S. | |
| SHADE & SHORE | 86615733 | | U.S. | |

In addition, this Appendix will be updated to reflect all Trademark registrations pending or obtained as of the date of assignment, pursuant to Schedule C of the Letter Agreement between Assignee and Assignor dated January 27, 2017.

Schedule C

TRADEMARK REGISTRATIONS

Case Tracking System
 U.S. Trademark Summary Report
 IN PRIVATE, INC.

Date: January 26, 2017

| Case Number | Mark | Class | Filing Date Serial # | Date Issued Registration # | Status | |
|-------------|---------------|--------------------|-------------------------|-------------------------------|--------------------|---|
| | | | | | RDA Due SCE Due | § 8 Due § 15 Due Renewal Due |
| IP-09 | SHADE & SHORE | 021 | 11/29/2015 86914658 | 8/21/2016 4,984,921 | RDA SCE | 8/21/2016 8/21/2021 8/21/2022 8/21/2023 8/21/2024 |
| IP-10 | SHADE & SHORE | 003 | 7/30/2015 869151733 | | RDA SCE | Pending [Published: 8/1/2015] [SCE: 2/27/2017] |
| IP-21 | SHADE & SHORE | 009 017 020 004 | 10/27/2016 872151773 | | RDA SCE | Pending |
| IP-22 | SHADE & SHORE | 001 017 008 015 | 1/26/2017 872151787 | | RDA SCE | Pending |

Schedule C

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