

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT
NATURE OF CONVEYANCE:		ASSIGNMENT
CONVEYING PARTY DATA		
Name		Execution Date
SMITH & HAWKEN, LTD.		12/30/2009
RECEIVING PARTY DATA		
Name:	TARGET BRANDS, INC.	
Street Address:	1000 Nicollet Mall	
City:	Minneapolis	
State/Country:	MINNESOTA	
Postal Code:	55403	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	D559008	
Patent Number:	D542054	
Patent Number:	5190572	
Patent Number:	D333199	
Patent Number:	D332853	
Patent Number:	D332851	
CORRESPONDENCE DATA		
Fax Number:	(888)864-8502	
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	480-626-4935	
Email:	michelle.smojver@gs-iplaw.com	
Correspondent Name:	TARGET BRANDS, INC.	
Address Line 1:	1000 Nicollet Mall - TPS 3165	
Address Line 4:	Minneapolis, MINNESOTA 55403	
ATTORNEY DOCKET NUMBER:	200905931 (101.0314.101)	

OP \$240.00 D559008

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**PATENT
 REEL: 023731 FRAME: 0710**

NAME OF SUBMITTER:

JoAnn M. Seaton

Total Attachments: 2

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ASSIGNMENT

WHEREAS, Smith & Hawken, Ltd., a Delaware corporation (hereinafter "ASSIGNOR") is the owner of certain inventions and improvements that are the subject of the following U.S. Patents (hereinafter the "PATENTS") as well as the PATENTS themselves:

<u>Patent No.</u>	<u>Issue Date</u>
D559,008	January 8, 2008
D542,054	May 8, 2007
5,190,572	March 2, 1993
D333,199	February 9, 1993
D332,853	January 26, 1993
D332,851	January 26, 1993

WHEREAS, Target Brands, Inc., a Minnesota corporation (hereinafter "ASSIGNEE") is desirous of obtaining the inventions and improvements and the PATENTS;

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNOR of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, transfer, and assign unto the ASSIGNEE, its successors, assigns and other legal representatives, for the territory of the United States of America and throughout the world, the entire right, title and interest in and to the inventions and improvements that are the subject of the PATENTS; this ASSIGNMENT including the PATENTS, together with any and all reissues, reexaminations, statutory invention registrations, modifications and extensions thereof, together with any and all continuations, divisionals, continuations-in-part, and all of the inventions and improvements relating to the foregoing, and including the right to claim priority, and hereby authorizes and requests the Commissioner of Patents for the country involved to issue any and all patents on inventions resulting from the PATENTS or other applications claiming priority/benefit on the PATENTS to ASSIGNEE as assignee of the entire right, title and interest therein, all of the foregoing to be held and enjoyed by ASSIGNEE for its own use and for the use of its successors, assigns or other legal representatives, together with all of the income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all claims for damages by reason of past, present and future infringement of the rights assigned under this ASSIGNMENT with the right to sue for and collect the same for its own use and benefit, and for

the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this transfer to ASSIGNEE had not been made;

ASSIGNOR covenants that it will, when requested, execute deliver and acknowledge all such further instruments of conveyance and do and perform all such other acts and things as ASSIGNEE may reasonably require to more effectively accomplish the assignment, transfer and recordation thereof of the PATENTS and other applications claiming priority/benefit on the PATENTS;

ASSIGNEE'S authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any patent rights assigned pursuant to this ASSIGNMENT, and to take any other actions necessary or incident to the powers granted to ASSIGNEE in this ASSIGNMENT;

This agreement shall inure to the benefit of ASSIGNEE and its successors and assigns and shall be binding on ASSIGNOR and its successors and assigns.

**SMITH & HAWKEN, LTD.,
A Delaware Corporation**

By: [Signature]

Title: Vice President & App. to Secretary

State of Ohio)
County of Union)ss

On this 30 day of December, 2009, before me, a notary public, appeared the person who signed this instrument, who acknowledged that he/she signed it as his/her free act on behalf of Smith & Hawken, Ltd, with authority to do so.

[Signature]
Notary Public

[Seal]

JAMES E. ROBERTS, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.