

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Rehrig International Incorporated	02/18/2010
RECEIVING PARTY DATA	
Name:	Target Brands, Inc.
Street Address:	1000 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55403
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	12141043
Application Number:	29319940
Application Number:	61074022
Application Number:	29320075
CORRESPONDENCE DATA	
Fax Number:	(612)288-9696
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612-335-5070
Email:	russek@fr.com
Correspondent Name:	Michael T. Hawkins
Address Line 1:	60 South Sixth Street
Address Line 2:	#3200 RBC Plaza
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	2008-002978-0001
NAME OF SUBMITTER:	Michael T. Hawkins

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PATENT
REEL: 023977 FRAME: 0363

Total Attachments: 34

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RECOGNITION OF ASSIGNMENT

WHEREAS, Rehrig International Incorporated had a place of business at 1301 Battery Brooke Parkway, Richmond, Virginia 23237, (hereinafter "ASSIGNOR") and transferred any and all ownership of inventions disclosed in any of: U.S. Patent Application Serial No. 12/141,043, filed on June 17, 2008 and entitled, "Stocking Cart Conveyance;" U.S. Patent Application Serial No. 29/319,940, filed on June 17, 2008 entitled "Cart" and issued on December 29, 2009 as U.S. Patent No. D607,173; U.S. Patent Application Serial No. 61/074,022, filed on June 19, 2008 and entitled "Flip-Up Basket Cart;" U.S. Patent Application Serial No. 29/320,075, filed on June 19, 2008 and entitled "Flip-Up Basket Cart;" and any U.S. or foreign Patent Application previously filed by ASSIGNOR or an agent thereof which discloses a pull path cart as shown in Exhibit A (hereinafter the "PATENT APPLICATIONS") to Target Brands, Inc., a corporation of the State of Minnesota (hereinafter "ASSIGNEE"), having a place of business at 1000 Nicollet Mall, Minneapolis, Minnesota 55403 pursuant to an Assignment set forth in the agreements between ASSIGNOR and ASSIGNEE on March 28, 2003; February 17, 2004; May 25, 2007; and again confirmed on or about March 26, 2009 (collectively, the "ASSIGNMENT"), copies of which are attached hereto as Exhibit "B".

WHEREAS, the ASSIGNEE pursuant to the ASSIGNMENT obtained the entire right, title and interest throughout the world in the inventions which are the subject of any of the PATENT APPLICATIONS;

NOW, THEREFORE, the undersigned hereby recognizes the transfer and assignment made by the ASSIGNMENT attached hereto as Exhibit "B" unto the ASSIGNEE, its successors, assigns and other legal representatives, for the territory of the United States of America and throughout the world, of the entire right, title and interest in and to the inventions that are the subject of any of the following: PATENT APPLICATIONS; which ASSIGNMENT included the PATENT APPLICATIONS, 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 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 utility or design patents on inventions resulting from any of the PATENT APPLICATIONS or other utility or design patent

applications claiming priority/benefit on any of the PATENT APPLICATIONS 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 previously assigned 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 the transfer to ASSIGNEE pursuant to the ASSIGNMENT had not been made;

The undersigned warrants that he/she has full authority to execute this RECOGNITION OF ASSIGNMENT and obligate the estate of the ASSIGNOR hereunder; and

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

Chapter 7 Trustee of the Bankruptcy Estate
of Woodside RU Holdings, Inc.; Woodside-
United Acquisition, LLC; and Rehrig
International Inc.

Date: 2/18/10

GEORGE L. MILLER

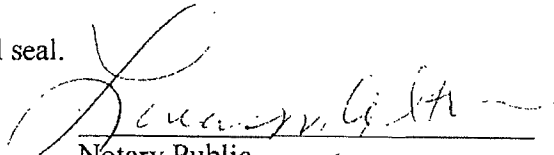
By: [Signature]

Title: BANKRUPTCY TRUSTEE

STATE OF New Jersey)
) SS.
COUNTY OF Bloomsbury)

On February 13, 2010, before me, the undersigned, a notary public for the State of New Jersey, there personally appeared George Miller personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Assignment, who acknowledged having executed the same in his authorized capacity and that by his signature on this Assignment, the person or the entity upon behalf of which he acted, executed this Assignment.

WITNESS my hand and official seal.


Notary Public

LOUANN M. ALTBaum
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/14/2011

EXHIBIT A

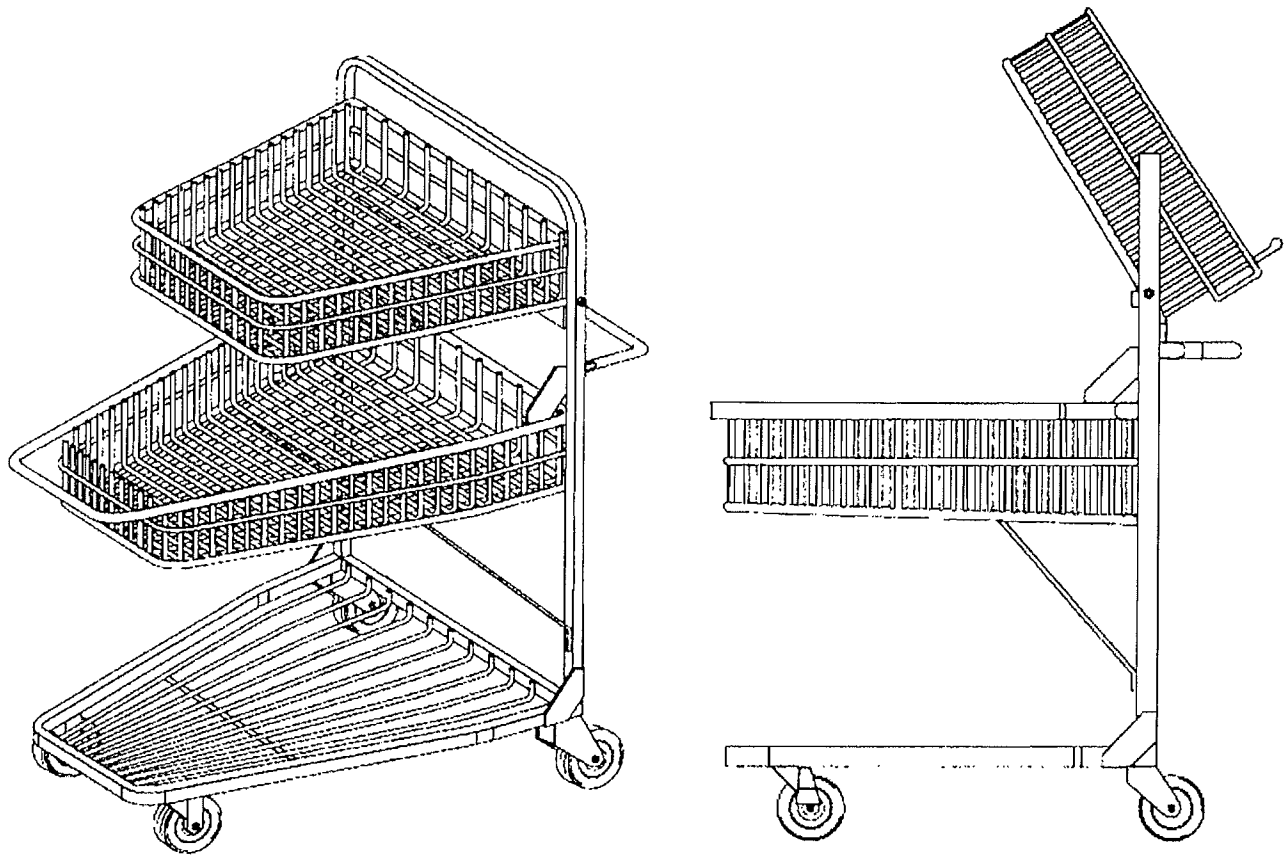


EXHIBIT B

SUPPLIES, EQUIPMENT AND FIXTURES AGREEMENT

THIS SUPPLIES, EQUIPMENT AND FIXTURES AGREEMENT ("Agreement") is made and entered into this 28th day of March, 2003 (the "Effective Date") by and between Target Corporation, _____, Minneapolis, Minnesota 55403 ("Target Corporation") and the below identified vendor ("Vendor").

NAME OF VENDOR: United Steel & Wire Company

ADDRESS OF VENDOR: 4909 Wayne Road

Battle Creek, MI 49015

RECITALS

WHEREAS, Target Corporation desires to solicit a bid from Vendor for the design and/or manufacture and/or sale of:

Store Fixtures and Displays

(the "Project"), and Vendor wishes to have the opportunity to bid on the Project;

WHEREAS, in connection with evaluating, and if Vendor is the successful bidder, performing, the Project, Vendor may receive or gain access to Target Corporation and Target Corporation subsidiaries' confidential information and trade secrets, which may include, without limitation, Designs as defined below, patent applications, formulas, information, know-how, processes, process parameters, methods, practices, fabrication techniques, technical plans, compilations, creations, data, algorithms, programs, documentation, customer lists, customer information, price lists, supplier lists, business plans, marketing plans, financial information, and the like, in whatever form or medium, and whether or not designated or marked "CONFIDENTIAL" or the like, which (i) relate to the Project or Target Corporation's business, (ii) are received by Target Corporation from a third party under an obligation of confidentiality to a third party, or (iii) are derived from the use or application of the foregoing (collectively "Confidential Information"); and

WHEREAS, as a condition to being considered as a bidder on the Project, Target Corporation requires Vendor to agree to maintain in strictest confidence and trust all Confidential Information which Target Corporation discloses or of which Vendor becomes aware in connection with evaluating and/or performing the Project, and in the case of proprietary fixtures developed for Target Corporation, to assign to Target Corporation or its designee all worldwide patent, copyright, trade dress and other intellectual property rights invented, created, designed, developed or discovered in connection with performing the Project, and Vendor is willing to do so.

NOW, THEREFORE, Target Corporation and Vendor agree as follows:

Section 7: Agreements

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1. Scope of Work. The scope of work for the Project shall be set forth in Target Corporation's purchase order for the Project. The terms of this Agreement shall be applicable to the Project (and any subsequent projects or work for Target Corporation performed or bid on by Vendor) unless Target Corporation and Vendor specifically agree otherwise in writing.

2. Nondisclosure. Vendor acknowledges that the Confidential Information constitutes a valuable proprietary asset of Target Corporation, and that Vendor shall not as a result of any disclosure of Confidential Information by Target Corporation obtain any right or license to or concerning any Confidential Information except as otherwise specifically provided herein. Accordingly, Vendor agrees that disclosure by Target Corporation of any Confidential Information, whether written, oral, or in machine-readable form, is made in strictest confidence and that:

a. Vendor shall at all times make all necessary efforts to maintain the Confidential Information as confidential and secret, and shall use at least the same degree of care to avoid unauthorized disclosure, use, or publication of Confidential Information as it employs with respect to its own confidential information. Vendor shall not at any time print or copy, in whole or in part, any documents or magnetic or electronic media containing any Confidential Information without the prior written consent of Target Corporation.

b. Vendor shall not without the prior written consent of Target Corporation disclose any Confidential Information to any third party.

c. Vendor shall use Confidential Information only in connection with evaluating and performing the Project.

d. Vendor shall not use any Confidential Information directly or indirectly to interfere with or allow any other party to interfere with any patent application which Target Corporation has filed or may file with respect to any of the Confidential Information, and shall not use any Confidential Information to amend any claim in any pending patent application to expand the claim to read on, cover, or dominate any invention (whether or not patentable) disclosed in the Confidential Information.

e. The Confidential Information shall remain the property of Target Corporation. Nothing contained herein shall grant to any party other than Target Corporation any rights in the Confidential Information.

f. Upon completion of the Project, or otherwise upon request by Target Corporation, Vendor shall promptly return to Target Corporation all materials containing Confidential Information, including, without limitation, any extracts, analyses or derivatives of the Confidential Information, given to or in the possession of Vendor.

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3. Limitations on Non-Disclosure Obligation. The non-disclosure obligations contained in Section 2 above shall not apply to any Confidential Information which (i) is or becomes publicly known through no wrongful act of Vendor; (ii) is disclosed to Vendor by a third person not in violation of any obligation of non-disclosure owed to Target Corporation; or (iii) is approved for release by prior written authorization of Target Corporation. Vendor has the burden of proving any of the above exceptions. Target Corporation has the right to inspect Vendor's records to determine the source of any Confidential Information claimed to be within any of the above exceptions.

4. Proprietary Designs. In the case of proprietary supplies, equipment or fixtures designed for Target Corporation, Vendor shall make full and prompt disclosure to Target Corporation of any and all designs, inventions, discoveries, or improvements relating to the Project (collectively, "Designs") made by Vendor in connection with Vendor's performance or completion of the Project. Vendor acknowledges and agrees that, except to the extent otherwise provided by any applicable law, such Designs are, and shall be, works made for hire under the Copyright Act of 1976, 17 U.S.C. §§101 et. seq., and as such all rights therein, including copyright, shall be the sole and exclusive property of Target Corporation or its designee. To the extent that any such Designs are not works made for hire, except to the extent contrary to applicable law, Vendor hereby assigns to Target Corporation or its designee the entire worldwide right, title and interest therein, including without limitation all copyrights, copyright renewals or reversions, trademarks, trade names, trade dress rights, inventions, priority rights, patents, design patents and any other rights or protections in connection therewith or related thereto, for exploitation in any form or medium, of any kind or nature whatsoever, whether now known or hereafter devised. Vendor shall, at the request of Target Corporation, without additional compensation, from time to time during the course of Vendor's performance or completion of the Project or thereafter, execute, acknowledge and deliver to Target Corporation or its designee any and all instruments and documents as may be required by Target Corporation or its designee to perfect, transfer and vest in Target Corporation or its designee the entire right, title and interest in and to such Designs. Vendor shall, both during Vendor's performance and after Vendor's completion of a Project, cooperate with Target Corporation upon Target Corporation's request and without additional compensation in the preparation and prosecution of patent, trademark and copyright applications worldwide for protection of rights to any Designs.

5. No Infringement. Vendor shall not infringe upon or violate the copyrights, trademarks, patents or other proprietary rights of any third party in connection with performance of any Project. Vendor shall not use or disclose to Target Corporation or Target Corporation subsidiaries, agents or employees any trade secrets of any third party without such third party's written authorization. Vendor has the full and exclusive right and authority to enter into and fulfill Vendor's obligations under this Agreement.

6. Employees and Subcontractors. Before commencing services with respect to any Project, each person or entity employed or engaged by Vendor in connection with any Project shall execute a written agreement in the form of Exhibit A to this Agreement. If Vendor has not obtained an Exhibit A from each such person or entity, Vendor shall

indemnify, defend and reimburse Target Corporation any fees, expenses, losses or damages incurred due to the actions of each person or entity engaged by Vendor in connection with any Project, whether such actions result in loss of rights to Target Corporation or civil actions against Target Corporation.

7. Warranties. Regardless of design origination, Vendor warrants that all goods and services provided by it are: 1) merchantable; 2) of good quality and workmanship; 3) free from defects, latent or patent, in material, design, and workmanship; 4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed, if Vendor knows or reasonably should know such particular purpose; 5) in compliance in all respects with all specifications, performance standards, drawings or descriptions furnished, specified or adopted by Target Corporation or incorporated herein; 6) in conformity with Vendor's samples, if any; and 7) free of any claim of any third party.

The warranties set forth herein are in addition to all other express or implied warranties.

8. Indemnification. Vendor shall indemnify, defend and hold harmless Target Corporation, its subsidiaries, agents, representatives, officers, directors, employees, and shareholders (individually and collectively the "Indemnified Parties") from and against any loss, damages, costs, claims, demands, liabilities or expenses, including attorneys' fees, arising from or by reason of any breach or default or alleged breach or default by Vendor in any of Vendor's covenants or warranties set forth in this Agreement. In the event that Vendor learns or is made aware of any event that may result in indemnification pursuant to this Section 8, Vendor shall promptly inform Target Corporation thereof in writing. If any liability covered by this Section 8 is asserted against any of the Indemnified Parties, Vendor, if requested to do so, shall promptly assume and, if assumed without a reservation of rights hereunder, may elect to control the defense thereof with experienced counsel satisfactory to Target Corporation, but Vendor may not settle or compromise such liability without the written consent of Target Corporation. If (i) Vendor, within ten (10) days after receipt of a notice of a claim for indemnification and request to assume the defense, fails to assume the defense of the Indemnified Parties against such claim, or asserts a reservation of rights to contest coverage hereunder of a claim subject to indemnification by Vendor, or (ii) Target Corporation reasonably believes and so notifies Vendor that a claim for which any of the Indemnified Parties are entitled to indemnification pursuant to this Section 8 may materially and adversely affect the business or operations of Target Corporation, Target Corporation shall have the right to control the defense of such claim on behalf of and for the account and risk of Vendor who shall be bound by the result so obtained. In all cases, the party that is not assigned the right to control the defense shall have the right to participate in the defense at its own expense.

9. General Terms.

a. This Agreement shall be governed by the laws of the State of Minnesota. Vendor submits to the personal jurisdiction of the Courts in Minnesota in the event of any dispute related to this Agreement. If any provision of this Agreement shall be declared void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless continue in effect. In this Agreement, whenever the context so requires, the masculine, feminine or neuter gender, and the singular or plural number or tense, shall include the others.

b. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their affiliates, successors and assigns.

c. If Vendor should default in any of Vendor's obligations under this Agreement, Vendor acknowledges that Target Corporation may be irreparably damaged and that it would be extremely difficult and impractical to measure such damage. Accordingly, Vendor acknowledges that Target Corporation, in addition to any other available rights or remedies, shall be entitled to specific performance, injunctive relief and any other equitable remedy.

d. Target Corporation shall not be deemed to waive any rights or remedies hereunder except by a duly executed written document, and no delay by Target Corporation in exercising any right or remedy shall be deemed to be a waiver of such right or remedy.

e. The recitals set forth above are incorporated into this Agreement. This Agreement contains the entire understanding of Vendor and Target Corporation with respect to the subject matter hereof, and this Agreement may not be amended except by a writing signed by Target Corporation and Vendor.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

TARGET CORPORATION

By: _____
Name: _____
Title: _____

VENDOR:

United Steel & Wire Company

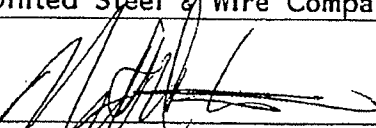
By:  _____
Name: Matthew Carstens
Title: President

EXHIBIT A

EMPLOYEE/SUBCONTRACTOR AGREEMENT

The undersigned employee/subcontractor ("Employee/Subcontractor") has been employed/engaged by the below identified vendor ("Vendor") to perform services and/or provide goods in connection with a project ("Project") at the request of Target Corporation ("Target Corporation"). Employee/Subcontractor acknowledges that Vendor has undertaken certain obligations with respect to the Project, which obligations are set forth on Appendix A hereto, which is herein incorporated.

Employee/Subcontractor acknowledges that as a condition to Employee/Subcontractor being employed/engaged by Vendor in connection with the Project, Employee/Subcontractor must agree to observe and abide by the obligations set forth on Appendix A hereto. Accordingly, Employee/Subcontractor hereby agrees to observe and abide by the obligations set forth on Appendix A hereto. Employee/Subcontractor further agrees that Target Corporation shall be a third party beneficiary of and shall have the right to enforce this agreement. Employee/Subcontractor acknowledges that Target Corporation, in addition to any other available rights or remedies, shall be entitled to specific performance, injunctive relief and any other equitable remedy.

EMPLOYEE/SUBCONTRACTOR

Name: _____
By: _____
Title: _____
Dated: _____

VENDOR

Name: _____
By: _____
Title: _____
Dated: _____

APPENDIX A

CONFIDENTIALITY AND INVENTION ASSIGNMENT OBLIGATIONS

1. Confidential Information. "Confidential Information" shall mean Target Corporation and its subsidiaries' confidential information and trade secrets, which may include, without limitation, Designs as defined below, patent applications, formulas, information, know-how, processes, process parameters, methods, practices, designs, fabrication techniques, technical plans, compilations, creations, data, algorithms, programs, documentation, customer lists, customer information, price lists, supplier lists, business plans, marketing plans, financial information, and the like, in whatever form or medium, and whether or not designated or marked "CONFIDENTIAL" or the like, which (i) relate to the Project or Target Corporation's business, or (ii) are received by Target Corporation from a third party under an obligation of confidentiality to a third party, or (iii) are derived from the use or application of the foregoing.

2. Nondisclosure. Employee/Subcontractor acknowledges that the Confidential Information constitutes a valuable proprietary asset of Target Corporation, and that Employee/ Subcontractor shall not as a result of any disclosure of Confidential Information by Target Corporation obtain any right or license to or concerning any Confidential Information except as otherwise specifically provided herein. Accordingly, Employee/Subcontractor agrees that disclosure by Target Corporation or Vendor of any Confidential Information, whether written, oral, or in machine-readable form, is made in strictest confidence and that:

(a) Employee/Subcontractor shall at all times use all necessary efforts to maintain the Confidential Information as confidential and secret, and shall use at least the same degree of care to avoid unauthorized disclosure, use, or publication of Confidential Information as it employs with respect to its own confidential information. Employee/ Subcontractor shall not at any time print or copy, in whole or in part, any documents or magnetic media containing any Confidential Information without the prior written consent of Target Corporation.

(b) Employee/Subcontractor shall not without the prior written consent of Target Corporation disclose any Confidential Information to any third party.

(c) Employee/Subcontractor shall use Confidential Information only in connection with performing services with respect to the Project.

(d) Employee/Subcontractor shall not use any Confidential Information directly or indirectly to interfere with or allow any other party to interfere with any patent application which Target Corporation has filed or may file with respect to any of the Confidential Information, and shall not use any Confidential Information to amend any claim in any pending patent application to expand the claim to read on, cover, or dominate any invention (whether or not patentable) disclosed in the Confidential Information.

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(e) The Confidential Information shall remain the property of Target Corporation. Nothing contained herein shall grant to any party other than Target Corporation any rights in the Confidential Information.

(f) Upon completion of the Project, or upon request by Target Corporation, Employee/Subcontractor shall promptly return to Target Corporation all materials containing Confidential Information, including, without limitation, any extracts, analyses or derivatives of the Confidential Information, given to or in the possession of Employee/Subcontractor.

3. Limitations on Non-Disclosure Obligation. The non-disclosure obligations contained in Section 2 above shall not apply to any Confidential Information which (i) is or becomes publicly known through no wrongful act of Vendor or Employee/Subcontractor; (ii) is disclosed to Employee/Subcontractor by a third person not in violation of any obligation of non-disclosure owed to Target Corporation; or (iii) is approved for release by prior written authorization of Target Corporation. Employee/Subcontractor has the burden of proving any of the above exceptions. Target Corporation has the right to inspect Employee/Subcontractor's records to determine the source of any Confidential Information claimed to be within any of the above exceptions.

4. Designs. Employee/Subcontractor shall make full and prompt disclosure to Target Corporation of any and all designs, inventions, discoveries, improvements or ideas in any way relating to any Project (collectively, "Designs") made by Employee/Subcontractor in connection with Employee/Subcontractor's performance or completion of a Project. Employee/Subcontractor acknowledges and agrees that, except to the extent otherwise provided by any applicable law, such Designs are, and shall be, works made for hire under the Copyright Act of 1976, 17 U.S.C. §§101 et. seq., and as such all rights therein, including copyright, shall be the sole and exclusive property of Target Corporation or its designee. To the extent that any Designs made by Employee/Subcontractor are not works made for hire, except to the extent otherwise provided by any applicable law, Employee/Subcontractor hereby assigns to Target Corporation or its designee the worldwide entire right, title and interest therein, including without limitation all copyrights, copyright renewals or reversions, trademarks, trade names, trade dress, inventions, priority rights, patents, design patents and any other rights or protections in connection therewith or related thereto, for exploitation in any form or medium, of any kind or nature whatsoever, whether now known or hereafter devised. Employee/Subcontractor shall, at the request of Target Corporation, without additional compensation, from time to time during the course of Employee/Subcontractor's performance or completion of the Project or thereafter, execute, acknowledge and deliver to Target Corporation any and all instruments and documents as may be required by Target Corporation to perfect, transfer and vest in Target Corporation or its designee the entire right, title and interest in and to such Designs. Employee/Subcontractor shall, both during Employee/Subcontractor's performance and after Employee/Subcontractor's completion of the Project, cooperate with Target Corporation upon Target Corporation's request and without additional compensation in the preparation and prosecution of patent, trademark and copyright applications worldwide for protection of any rights to Designs.

5. No Infringement. Employee/Subcontractor shall not infringe upon or violate the copyrights, trademarks, patents or other proprietary rights of any third party in connection with performance of any Project. Employee/Subcontractor shall not use or disclose to Target Corporation, Vendor or Target Corporation's or Vendor's agents or employees any trade secrets of any third party without such third party's written authorization. Employee/Subcontractor has the full and exclusive right and authority to enter into and fulfill Employee/Subcontractor's obligations under this Agreement.

WORK FOR HIRE AGREEMENT

THIS WORK FOR HIRE AGREEMENT ("Agreement") is made by and between Target Corporation, on behalf of the corporation or any of its operating divisions or subsidiary entities, including Target Stores (including SuperTarget), a division of Target Corporation, Marshall Field's, a division of Target Corporation or Mervyn's, a subsidiary of Target Corporation, as applicable, ("Target") and the below identified vendor ("Vendor").

NAME OF VENDOR: United Steel & Wire

ADDRESS OF VENDOR: 4909 Wayne Road

Battle Creek, MI 49015

WHEREAS, from time to time, Target may desire to solicit a bid from Vendor or Target may issue a purchase order to Vendor for the design and/or manufacture of certain products, (each, a "Project");

WHEREAS, Vendor desires to bid on, design and/or manufacture the products for and when requested by Target;

WHEREAS, as a condition to being considered as a bidder on a Project, or a source for the design and/or manufacture of a Project, Target requires Vendor to assign to Target or its designee all worldwide patent, copyright, trade dress and other intellectual property rights invented, created, designed, developed or discovered in connection with performing the Project, and Vendor is willing to do so on the terms and conditions contained in this Agreement.

NOW, THEREFORE, Target and Vendor agree as follows:

1. Scope of Work. The scope of work for the Project shall be set forth in Target's purchase order or work order for the Project or on other communication from Target to Vendor, including inviting Vendor to bid on the Project. The terms of this Agreement shall be applicable to the Project (and any subsequent projects or work for Target performed or bid on by Vendor) unless Target and Vendor specifically agree otherwise in writing.

2. Proprietary Designs. In the case of any proprietary items (fixtures, equipment, supplies, etc...) designed for Target or in conjunction with Target, Vendor shall make full and prompt disclosure to Target of any and all designs, inventions, discoveries, or improvements relating to the Project (collectively, "Designs") made by Vendor in connection with Vendor's performance or completion of the Project. Vendor acknowledges and agrees that, except to the extent otherwise provided by any applicable law, such Designs are, and shall be, works made for hire under the Copyright Act of 1976, 17 U.S.C. §§101 et. seq., and as such all rights therein, including copyright, shall be the sole and exclusive property of Target or its designee. To the extent that any such Designs are not works made for hire, except to the extent contrary to applicable law, Vendor hereby assigns to Target or its designee the entire worldwide right, title, interest and any goodwill appurtenant thereto, including without limitation all copyrights, copyright renewals or reversions, trademarks, trade names, trade dress rights, inventions, priority rights, patents, design patents and any other rights or protections in connection therewith or related thereto, for exploitation in any form or medium, of any kind or nature whatsoever, whether now known or hereafter devised. Vendor shall, at the request of Target, without additional compensation, from time to time during the course of Vendor's performance or completion of the Project or thereafter, execute, acknowledge and deliver to Target or its designee any and all instruments and documents as may be required by Target or its designee to perfect, transfer and vest in Target or its designee the entire right, title and interest in and to such Designs. Vendor shall, both during Vendor's performance and after Vendor's completion of a Project, cooperate with

Target Corporation Confidential and Proprietary Information. Do not copy, disclose, distribute or use for any purpose other than that for which it is intended. © 2003 Target Corporation

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Target upon Target's request and without additional compensation in the preparation and prosecution of patent, trademark and copyright applications worldwide for protection of rights to any Designs. Target may add to, subtract from, arrange, rearrange, revise, modify, change and adapt the Designs in Target's sole and absolute discretion and Vendor hereby waives all of its rights under the Copyright Act, including any rights provided in 17 U.S.C. §§ 106 and 106A, for any and all purposes for which the Designs may be used, and any rights of attribution and integrity or any other "moral rights of authors" with respect to the Designs and any uses thereof to the full extent now or hereafter permitted by the laws of the United States of America or the laws of any other country or countries.

3. Preexisting Materials. It is understood by the parties that in some cases inventions, discoveries, improvements, and other materials provided by Vendor in the course of rendering services under this Agreement may include works of authorship, know-how, inventions, and other technology in existence on the Effective Date of this Agreement, and owned by Vendor or others who consent to such use by Vendor and Vendor's clients (hereinafter "Preexisting Materials"). Vendor agrees to grant and hereby grants to Target a perpetual, royalty-free, non-exclusive, worldwide license to make, have made, use, sell, modify, reproduce and publish any such Preexisting Materials in connection with Designs in which such Preexisting Materials are incorporated, for all purposes related to Target's business.

4. No Infringement. Vendor shall not infringe upon or violate the copyrights, trademarks, patents or other proprietary rights of any third party in connection with performance of any Project. Vendor shall not use or disclose to Target or Target subsidiaries, agents or employees any trade secrets of any third party without such third party's written authorization. Vendor has the full and exclusive right and authority to enter into and fulfill Vendor's obligations under this Agreement.

5. Employees and Subcontractors. Each person or entity employed or engaged by Vendor in connection with any Project shall do so in the course of their employment with Vendor, or, alternatively, pursuant to written agreements with Vendor, confirming and effecting an assignment of all rights in and to the Project and Designs, including but not limited to any copyrights, trademarks and/or patents therein, to Target. Vendor shall indemnify, defend and reimburse Target any fees, expenses, losses or damages incurred due to the actions of each person or entity engaged by Vendor in connection with any Project, whether such actions result in loss of rights to Target or civil actions against Target.

6. Confidentiality. While Vendor agrees to be bound by Target's Non-Disclosure Agreement (the "NDA"), Vendor also agrees that to the extent that anything in this Agreement conflicts with any provision of the NDA, this Agreement will govern and control.

a. To further illustrate the list of items that is defined as Confidential Information in the NDA, Confidential Information may include, without limitation, patent applications, formulas, information, know-how, processes, process parameters, methods, practices, fabrication techniques, technical plans, compilations, creations, data, algorithms, programs, documentation, customer lists, customer information, price lists, supplier lists, business plans, marketing plans, financial information, and the like, in whatever form or medium, and whether or not designated or marked "CONFIDENTIAL" or the like, which (i) relate to the Project or Target's business, (ii) are received by Target from a third party under an obligation of confidentiality to a third party, or (iii) are derived from the use or application of the foregoing.

b. Vendor shall not use any Confidential Information directly or indirectly to interfere with or allow any other third party to interfere with any patent application which Target has filed

or may file with respect to any of the Confidential Information to amend any claim in any pending patent application to expand the claim to read on, cover or dominate any invention (whether or not patentable) disclosed in the Confidential Information

c. The provision of the NDA defining the confidentiality period as a fixed term shall not apply to Vendor's obligations under the NDA or this Agreement.

7. Warranties. Regardless of design origination, Vendor warrants that all goods and services provided by it are: 1) merchantable; 2) of good quality and workmanship; 3) free from defects, latent or patent, in material, design, and workmanship; 4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed, if Vendor knows or reasonably should know such particular purpose; 5) in compliance in all respects with all specifications, performance standards, drawings, designs or descriptions furnished, specified or adopted by Target or incorporated herein; 6) in conformity with Vendor's samples, if any; and 7) free of any claim of any third party.

Vendor further acknowledges that any specifications, standards, drawings, designs or descriptions furnished, specified or adopted by Target are intended for design purposes only and that Vendor is responsible for the means and methods of effectuating the same.

The warranties set forth herein are in addition to all other express warranties.

8. Indemnification. Vendor shall indemnify, defend and hold harmless Target, its subsidiaries, agents, representatives, officers, directors, employees, and shareholders (individually and collectively the "Indemnified Parties") from and against any loss, damages, costs, claims, demands, liabilities or expenses, including attorneys' fees, arising from or by reason of any breach or default or alleged breach or default by Vendor in any of Vendor's covenants or warranties set forth in this Agreement. In the event that Vendor learns or is made aware of any event that may result in indemnification pursuant to this Section 8, Vendor shall promptly inform Target thereof in writing. If any liability covered by this Section 8 is asserted against any of the Indemnified Parties, Vendor, if requested to do so, shall promptly assume and, if assumed without a reservation of rights hereunder, may elect to control the defense thereof with experienced counsel satisfactory to Target, but Vendor may not settle or compromise such liability without the written consent of Target. If (i) Vendor, within ten (10) days after receipt of a notice of a claim for indemnification and request to assume the defense, fails to assume the defense of the Indemnified Parties against such claim, or asserts a reservation of rights to contest coverage hereunder of a claim subject to indemnification by Vendor, or (ii) Target reasonably believes and so notifies Vendor that a claim for which any of the Indemnified Parties are entitled to indemnification pursuant to this Section 8 may materially and adversely affect the business or operations of Target, Target shall have the right to control the defense of such claim on behalf of and for the account and risk of Vendor who shall be bound by the result so obtained. In all cases, the party that is not assigned the right to control the defense shall have the right to participate in the defense at its own expense.

9. General Terms.

a. This Agreement shall be governed by the laws of the State of Minnesota. Vendor submits to the personal jurisdiction of the Courts in Minnesota in the event of any dispute related to this Agreement. If any provision of this Agreement shall be declared void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless continue in effect. In this Agreement, whenever the context so requires, the masculine, feminine or neuter gender, and the singular or plural number or tense, shall include the others.

b. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their affiliates, successors and assigns.

c. If Vendor should default in any of Vendor's obligations under this Agreement, Vendor acknowledges that Target may be irreparably damaged and that it would be extremely difficult and impractical to measure such damage. Accordingly, Vendor acknowledges that Target, in addition to any other available rights or remedies, shall be entitled to specific performance, injunctive relief and any other equitable remedy.

d. Target shall not be deemed to waive any rights or remedies hereunder except by a duly executed written document, and no delay by Target in exercising any right or remedy shall be deemed to be a waiver of such right or remedy.

e. Vendor is an independent contractor under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, franchise or agency relationship between the parties hereto. Unless otherwise stipulated in this Agreement or consented to in writing by Target, Vendor shall have no authority to enter into agreements on behalf of Target, shall have no further power or authority to bind or obligate Target in any manner to any third party, or represent itself as the agent of Target in any way which might result in confusion as to the fact that the parties are separate and distinct entities.

[The balance of this page is left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the undersigned duly authorized representatives of Target and Vendor have executed this Agreement to be effective 2/17/04, 2003 (the "Effective Date").

TARGET

By: _____
Name: _____
Title: _____

Date: _____

VENDOR:

United Steel & Wire
(Vendor Name)

Date: 2/17/04

By: _____
Name: Matthew D. Carstens
Title: President

**SUPPLIER QUALIFICATION AGREEMENT
TARGET CORPORATION
PROPERTY DEVELOPMENT PROCUREMENT
(Work for Hire)**

THIS SUPPLIER QUALIFICATION AGREEMENT (the **Agreement**) is made by and between Target Corporation, on behalf of the corporation and any of its operating divisions or subsidiary entities, (**Target**) and the below identified supplier (**Supplier**).

1. SUPPLIER.

The Supplier is the following person or entity:

Name of Supplier:	Woodside RU Holdings Inc. DBA Rehrig United
Type of Business Entity (corporation, LLC, sole proprietor, etc...):	Corporation
Principal Address and Phone Number:	1301 Battery Brooke Parkway Richmond VA 23237
email Address:	cchustz@rehrigunited.com
Principal Officer (for notice purposes):	Colman Chustz
Federal Employer Identification Number:	20-8883711

For the convenience of the parties, certain Agreement information is summarized in this chart and agreed to by Target and the Supplier:

The Effective Date of this Agreement (the Effective Date):	05/25/2007
The Target Non-Disclosure Agreement (NDA) signed by Supplier is dated:	07/21/2006
The Exhibits or attachments to this Agreement that are considered to be part of this Agreement:	[Add any items attached to this Agreement (delete this row if not applicable)]

2. SCOPE OF AGREEMENT.

2.1. General.

This Agreement shall apply to and control and shall be deemed incorporated into all agreements relating to the purchase of non-retail (not for resale) goods and/or services from Supplier by Target, including, but not limited to, any program agreement (or other agreement specific to the goods or services to be provided) entered into by the parties (**Program Agreement**), all purchase orders or work orders issued to Supplier, whether issued manually, via facsimile, through electronic data interchange or otherwise (**Orders**). All references to **Goods** or **Services** shall mean the items of merchandise to be delivered to Target or the tasks or projects to be performed for Target. In the event of any conflict between this Agreement and the specific Order or Program Agreement, the terms of the Order or Program Agreement shall govern. Supplier acknowledges and agrees that entering into this Agreement does not create any obligation for Target to issue any Orders or execute a Program Agreement with Supplier. It is contemplated that a Supplier shall enter into this Agreement to establish the terms and conditions of being qualified to do business with Target, that the parties may thereafter enter into a Program Agreement regarding specific Goods and/or Services and, that Target may issue to the Supplier specific Orders to purchase the Goods and/or Services.

2.2. Administrative Procedures.

Target may post administrative procedures and processes that Supplier shall be required to follow on the Web Site located at <http://pdzone.target.com/> (locate the Links to Additional Resources section on the lower left of the page and select Procurement Information), or any subsequent or successor web site identified by Target, (the **Web Site**); such procedures and processes shall not materially alter the terms and conditions of this Agreement but may describe requirements of doing business with Target (for example, proper invoicing methods). Target shall not be obligated to follow the notice or amendment provisions contained in this Agreement with regard to such administrative

procedures and processes. Supplier is obligated to check the Web Site from time to time and to comply with the administrative requirements within seven (7) days of their initial posting. If Supplier rejects or is unable to comply with any of the administrative requirements, Supplier shall immediately contact Target.

3. NON-RETAIL CONDITIONS OF CONTRACT.

3.1. Web Site.

Supplier acknowledges that Target's Non-Retail Conditions of Contract are located on the Web Site. Supplier understands that the Non-Retail Conditions of Contract contain the standard terms and conditions applicable to all Orders for the purchase of non-retail Goods or Services by Target.

3.2. Applicability.

Supplier agrees that the Non-Retail Conditions of Contract apply to, control and are deemed incorporated into this Agreement, unless Target expressly waives the applicability of the same in writing.

3.3. Amendments.

Supplier acknowledges that Target may change the terms of the Non-Retail Conditions of Contract from time to time by posting notice of such changes in the Updates section of the Web Site referenced above and that all changes shall have an effective date that will not be sooner than seven (7) days after they have been posted in the Updates section. Such changes will apply to all Orders or agreements for the purchase of non-retail Goods or Services issued or entered into after the effective date of the change. It is Supplier's responsibility to review the Updates section regularly to obtain timely notice of such changes. Supplier agrees that it will not contest the validity, enforceability or admissibility of the Non-Retail Conditions of Contract provided on the Web Site and that hard copy printouts of any information provided on the Web Site are admissible, if introduced as evidence in tangible form in any judicial or administrative proceedings, to the same extent and under the same conditions as other business records originated and maintained in documentary form.

4. TERM AND TERMINATION.

4.1. Term.

This Agreement shall begin on the Effective Date and shall remain in effect until terminated as provided herein.

4.2. Termination.

Target may terminate this Agreement at any time upon thirty (30) days prior written notice to the Supplier. If Target breaches the material terms of this Agreement, Supplier may terminate this Agreement upon thirty (30) days written notice to Target, unless Target cures such breach within such thirty (30) day period.

4.3. Effect on Orders.

This termination section applies only to this Agreement, the termination or cancellation of any order issued under this Agreement shall be governed by the terms applicable to that Order.

5. WORK FOR HIRE.

In the event that Supplier is involved in working on or implementing any Designs (as defined below) for or with Target (as used in this Section, the term "Target" includes any Target designee), Supplier agrees that the terms and conditions contained in this Section apply.

5.1. Proprietary Designs.

(a) Ownership of Designs. For purposes of this Section, "Designs" means all work product, documents, code, works of authorship, programs, manuals, designs, developments, processes, formulae, data, specifications, fixtures, tooling, equipment, supplies, processes, inventions, discoveries, improvements, trade secrets, and know-how or similar rights, made in connection with Supplier's performance under this Agreement, whether by Supplier (including Supplier's designees) or jointly by Supplier and Target. Supplier acknowledges and agrees that, except to the extent otherwise provided by any applicable law, the Designs are, and shall be, works made for hire under the Copyright Act, and as such all rights therein, including copyright, shall be the sole and exclusive property of Target. If any Designs are deemed not to be a work made for hire, Supplier hereby

assigns to Target the entire worldwide right, title, and interest therein and any goodwill appurtenant thereto, including, without limitation, all copyrights, copyright renewals or reversions, trademarks, trade names, trade dress rights, inventions, priority rights, patent rights, patents, and any other rights or protections in connection therewith or related thereto.

(b) **Vesting of Rights.** Supplier shall, at the request of Target, without additional compensation, during the course of Supplier's performance or thereafter, execute, acknowledge and deliver to Target any and all instruments and documents as may be required by Target to perfect, transfer and vest in Target the entire right, title and interest in and to such Designs, and cooperate in the procurement or enforcement of any related patents, trademarks and copyrights. Target may add to, subtract from, arrange, rearrange, revise, modify, change and adapt the Designs in Target's sole and absolute discretion and Supplier hereby waives all of its rights under the Copyright Act, including any rights provided in 17 U.S.C. §§ 106 and 106A, for any and all purposes for which the Designs may be used, and any rights of attribution and integrity or any other "moral rights of authors" with respect to the Designs and any uses thereof to the full extent now or hereafter permitted by the laws of the United States of America or the laws of any other country or countries.

5.2. Supplier Property/Residual Knowledge.

As used herein the term "Supplier Property" shall mean all work product, documents, code, works of authorship, programs, manuals, designs, developments, processes, formulae, data, specifications, fixtures, tooling, equipment, supplies, processes, inventions, discoveries, improvements, trade secrets, and know-how or similar rights provided, created, developed, authored or invented by Supplier (including its employees and contractors) prior to or independently of performing any work for Target. Supplier retains all right, title and interest in any Supplier Property, provided, however, except as otherwise agreed by the parties, to the extent any Supplier Property is included within any Design or work for Target including the Design, Supplier hereby grants Target a non-exclusive, worldwide, fully paid up, perpetual, irrevocable, royalty-free, sub-licensable, transferable, unrestricted license and right to exercise all intellectual property rights associated with such Supplier Property in connection with Target's use, in whole or in part, for Target's business purposes. Supplier retains the right to use the general knowledge, experience and know-how acquired by it in the course of performing work for Target (except to the extent the same constitutes Confidential Information under the NDA or is Target's proprietary property).

5.3. No Infringement

Supplier shall not infringe upon or violate the copyrights, trademarks, patents or other proprietary rights of any third party in connection with performance of any Project. Supplier shall not use or disclose to Target any trade secrets of any third party without such third party's written authorization.

5.4. Employees and Subcontractors.

(a) Each person or entity employed or engaged by Supplier in connection with any work regarding a Design shall do so in the course of their employment with Supplier, or, alternatively, pursuant to written agreements with Supplier, confirming and effecting an assignment of all rights in and to the work and Designs, including but not limited to any copyrights, trademarks and/or patents therein, to Target.

(b) Supplier shall indemnify, defend and reimburse Target any fees, expenses, losses or damages incurred due to the actions of each person or entity engaged by Supplier, whether such actions result in loss of rights to Target or civil actions against Target.

5.5. Supplier Default.

If Supplier should default in any of Supplier's obligations under this Section, Supplier acknowledges that Target may be irreparably damaged and that it would be extremely difficult and impractical to measure such damage. Accordingly, Supplier acknowledges that Target, in addition to any other available rights or remedies, shall be entitled to specific performance, injunctive relief and any other equitable remedy.

6. WARRANTIES.

Supplier warrants that all Goods and Services (regardless of Design origination) provided by it are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship; (4) fit, sufficient and safe for their intended purpose and for the particular

purpose for which they were designed, if Supplier knows or reasonably should know such particular purpose; (5) in compliance in all respects with all specifications, performance standards, drawings, designs or descriptions furnished, specified or adopted by Target or incorporated herein; (6) in conformity with Supplier's samples, if any; and (7) free of any claim of any third party. The warranties set forth herein are in addition to all other implied or express warranties. In addition, Supplier acknowledges that any specifications, standards, drawings, designs or descriptions furnished, specified or adopted by Target are intended for design purposes only and that Supplier is responsible for the means and methods of effectuating the same.

7. INDEMNIFICATION.

Supplier shall defend, indemnify and hold harmless Target, its affiliates, and their respective directors, officers, shareholders, employees, contractors and agents (the "Target Parties") from and against any liabilities, losses, claims, suits, damages, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) (each, a "Claim") arising out of or otherwise relating to the subject matter of this Agreement, Supplier's performance or failure to perform as required by this Agreement, Supplier's acts or omissions, or Supplier's failure to comply with any of Supplier's representations or warranties contained in this Agreement. Any attorney selected by Supplier to defend Target Parties must be reasonably satisfactory to Target. Supplier may not settle a Claim (in whole or in part) without Target's prior written consent.

8. INSURANCE REQUIREMENTS.

Supplier shall maintain in full force and effect during the term of this Agreement, insurance of the following kinds and amounts, or in amounts required by law, whichever is greater, and meeting such other requirements as set forth below.

8.1. Workers' Compensation and Employer's Liability Insurance.

Workers' compensation insurance, or similar insurance, affording statutory coverage and containing not less than statutory limits for the state(s) in which Supplier is conducting business related to this Agreement, and employer's liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease.

8.2. Commercial General Liability Insurance Requirements.

Supplier's Commercial General Liability insurance shall designate Target as an additional insured by endorsement acceptable to Target. Designation of Target as an additional insured shall include as an insured with respect to third party claims or actions brought directly against Target or against Target and Supplier as co-defendants and arising out of this Agreement. Supplier's insurance shall include products and completed operations liability coverage, contractual liability coverage for liabilities assumed by Supplier under this Agreement, and coverage for property in the care, custody or control of Supplier. Supplier's insurance shall be primary and required to respond to and pay prior to any other available coverage of Target. Supplier's insurance also shall provide for a severability of interests.

8.3. Commercial General Liability Insurance Limits.

Supplier's commercial general liability insurance shall be written on an occurrence basis in amounts not less than the following limits:

- (a) Bodily Injury. \$2 million per person and \$2 million annual aggregate; and
- (b) Property Damage. \$2 million per occurrence and \$2 million annual aggregate.

8.4. Automobile Liability Insurance.

Supplier's Automobile Liability insurance shall include coverage for owned, hired and non-owned autos, in amounts not less than:

- (a) Bodily Injury. \$1 million per person and \$2 million per occurrence; and
- (b) Property Damage. \$1 million per occurrence.

8.5. General Insurance Requirements.

(a) Insurer Stability and Size. All coverage required under this Section shall be procured from a company or companies possessing an A.M. Best rating of A-:X or better.

(b) Insurer Qualification. All coverage required under this Section shall be obtained from a company or companies that are authorized to do business under the laws of the state(s) in which Supplier is conducting business related to this Agreement.

(c) Occurrence Basis. All coverage required under this Section shall be written on an occurrence basis.

(d) Certificate of Insurance. Supplier shall provide Target with a certificate(s) of insurance, including all applicable endorsements, evidencing the required coverage concurrently with the execution of this Agreement and upon each renewal of such policies. The Certificates of Insurance shall include a clause that obligates the insurer(s) to give Target at least thirty (30) days prior written notice of any material change or cancellation of such policies.

(e) Self-Insurance. Supplier shall not self-insure its coverage required under this Section without the prior consent of Target.

9. NON-DISCLOSURE AGREEMENT.

Supplier has executed a NDA. Supplier acknowledges and agrees that the NDA is in full force and effect and shall apply to its dealings with Target pursuant to this Agreement.

10. TARGET'S REMEDIES.

10.1. Remedies.

In the event Supplier breaches any of its obligations hereunder, Target may undertake any one or more of the following remedies in addition to such other remedies available under the terms of the Program Agreement and/or the Non-Retail Conditions of Contract (provided, however, that Target shall not be allowed to receive double recoveries for any damages):

(a) Terminate this Agreement, effective either upon three days' prior written notice or immediately upon written notice, if the breach is such that Target believes, in its sole opinion, that it must take immediate steps to cure such a breach;

(b) Cure or begin to cure such breach and (i) invoice Supplier or (ii) set off from any amounts due to Supplier hereunder for Target's reasonable costs in connection therewith, including, without limitation, the cost of enforcing Supplier's obligations hereunder;

(c) Set off any damages incurred by Target arising from such breach against and from any amounts due to Supplier hereunder;

(d) Sue Supplier for damages and/or specific performance hereunder, or for any other remedy available at law or in equity.

10.2. Remedies Are Cumulative.

All remedies given herein are cumulative and the exercise of one remedy shall not preclude the exercise of any other remedy provided herein or by law. No waiver by either party of any failure on the part of the other party to observe strictly the terms of this Agreement shall preclude the strict enforcement of this Agreement with respect to any subsequent default by such other party.

11. INDEPENDENT CONTRACTOR RELATIONSHIP.

Supplier is an independent contractor under this Agreement, and nothing in this Agreement shall be construed to create a partnership, joint venture, franchise or agency relationship between Target and Supplier. Unless otherwise stipulated in this Agreement or consented to in writing by Target, Supplier shall have no authority to enter into agreements on behalf of Target, shall have no further power or authority to bind or obligate Target in any manner to any third party, or represent itself as the agent of Target in any way which might result in confusion as to the fact that the parties are separate and distinct entities.

12. GENERAL PROVISIONS.

12.1. Ariba Supplier Network.

If requested by Target, Supplier agrees to facilitate purchase and sale transactions by electronically transmitting and receiving data through the Ariba Supplier Network (ASN) and the terms of this Section shall apply. Specific requirements for doing business with Target via the ASN will be communicated to Supplier by Target from time to time during the term of this Agreement. Each of Target and Supplier shall be responsible for its own relationship with the ASN, including any and all

costs of doing business through the ASN. In addition, each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive information through the ASN. Supplier acknowledges that failure to comply with this subsection may result in loss of business and/or termination of this Agreement.

12.2. Governing Law and Venue.

The laws of the State of Minnesota, without regard to Minnesota's choice of law principles, govern all matters arising out of or related to this Agreement. The parties agree that the exclusive venue for any legal action arising out of or related to this Agreement shall be the United States District Court for the District of Minnesota, and the parties submit to the personal jurisdiction of that court. If neither subject matter nor diversity jurisdiction exists in the United States District Court for the District of Minnesota, then the exclusive forum and venue for any such action shall be the courts of the State of Minnesota located in Hennepin County, and the parties submit to the personal jurisdiction of that court.

12.3. Use of Target's Name.

Supplier shall not use Target's name, trademarks, services marks, logos or any description that would obviously reveal Target's identity in any advertisements, press release, customer lists (including customer lists on any website) or materials of a promotional nature or in soliciting other clients without first obtaining Target's written permission which may be withheld in Target's sole discretion. In addition, Supplier agrees that it shall not negatively reference or disparage Target.

12.4. Notice.

Except as otherwise provided in this Agreement, each party giving any notice or making any demand or communication pursuant to this Agreement shall give the notice in writing and shall use one of the methods of delivery listed in this section. For purposes of this Agreement, each of the following methods of delivery is a writing: (a) nationally-recognized overnight courier, with such notice effective at the time delivery is shown in the courier's records; (b) postage prepaid by registered or certified mail, return receipt requested, addressed as set forth below, with such notice effective upon receipt or upon the date that delivery is attempted and refused; or (c) delivered personally, with such notice effective upon delivery. In addition, Target may provide notice to Supplier under this Agreement by email with such notice effective one (1) business day after sending (unless the sender receives an automatically-generated notice that such message was undeliverable). Either party may designate another notice address in a notice given pursuant to this section. The proper notice address for Supplier shall be the address and email set forth on the first page of this Agreement. The proper notice address for Target shall be: Target Corporation; 1000 Nicollet Mall; Minneapolis, MN 55403; ATTN: ~~insert contact information for group, by title, etc.,~~ *if needed, change this to proper notice address but do not include a fax number.*

12.5. Offset Rights.

Target shall have the right to offset against any fees owed to Supplier any amounts owed by Supplier to Target.

12.6. Amendments.

The parties may not amend this Agreement except by a written agreement that each party executes. The terms of such an amendment shall apply as of the effective date of such amendment, unless the amendment specifies otherwise.

12.7. Waivers.

No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement operates as a waiver or estoppel of any right, remedy or condition.

12.8. Construction.

In this Agreement, whenever the context so requires, the masculine, feminine or neuter gender, and the singular or plural number or tense, shall include the others. The headings to the various sections of this Agreement have been included for convenience of reference and shall not affect the meaning of the language included therein. As used in this Agreement the word "including" shall mean "including, but not limited to".

12.9. Entire Agreement.

This Agreement and any amendments, including any Exhibits to this Agreement or documents or other information specifically referenced in this Agreement, and the NDA constitute the entire expression of the parties' agreement on the matters contained in this Agreement and the NDA. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

12.10. Severability.

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

12.11. Survival.

The provisions of this Agreement that by their nature are intended to survive termination of this Agreement shall do so.

12.12. Authority.

Target and Supplier each warrant and represent to the other that the individuals executing this Agreement and all other documents to be executed pursuant hereto have the full power and authority to do so.

12.13. Audit Rights.

During the term of this Agreement, and upon reasonable prior notice to Supplier, Target shall have the right to audit and inspect Supplier's relevant business records regarding this Agreement including: (i) the fees charged by Supplier to Target; and (ii) Supplier's compliance with Supplier's obligations under this Agreement regarding confidentiality; insurance requirements; workforce screening processes; compliance with applicable laws, rules and regulations; and compliance with Target's policies and procedures. Such audit rights shall be with respect to the two (2) year period prior to the date Target gives Supplier notice of any such audit.

12.14. Successors and Assigns.

This Agreement is binding upon and inures to the benefit of the parties hereto and respective permitted successors and assigns. Supplier may not assign any of its rights or delegate any performance under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner, without Target's written consent which may be withheld in Target's sole discretion. Any purported assignment or delegation by Supplier is void. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto.

[The balance of this page is left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the undersigned duly authorized representatives of Target and Supplier have executed this Agreement to be effective as of the Effective Date.

TARGETBy: Lois MuhlDate: 6/4/2007Name: TOAD MITCHELLTitle: Procurement Sr. Sourcing SpecialistSUPPLIER: Rehrig United Inc.By: [Signature]Date: 05/25/2007Name: Colman ChustzTitle: VP- Sales & Marketing

Please note: Without completion of the signed and returned form, Target will not be able to conduct business with your company.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:

REHRIG INTERNATIONAL INC., ET AL.,

Debtors.

TARGET CORPORATION,

Plaintiff,

v.

WOODSIDE RU HOLDINGS, INC.,
WOODSIDE-UNITED ACQUISITION, LLC,
REHRIG INTERNATIONAL INC. (d/b/a Rehrig
United International), BANK OF AMERICA,
N.A. and UNITED STEEL & WIRE
COMPANY,

Defendants.

Chapter 7

Case No. 08-12064 (KJC)

(Jointly Administered)

Adversary Proceeding No. 09-50026

**STIPULATION OF DISMISSAL OF CLAIMS AGAINST WOODSIDE RU
HOLDINGS, INC.; WOODSIDE-UNITED ACQUISITION, LLC; REHRIG
INTERNATIONAL INC.; BANK OF AMERICA, N.A.; AND UNITED STEEL &
WIRE COMPANY**

This Stipulation of Dismissal of Claims Against Woodside RU Holdings, Inc.; Woodside-United Acquisition, LLC; Rehrig International Inc.; Bank of America, N.A.; and United Steel & Wire Company (the "Stipulation") is made as of March 19, 2009 pursuant to Federal Rule of Bankruptcy Procedure 7041, by and between Target Corporation ("Target"), Woodside RU Holdings, Inc. ("Woodside RU Holdings"), Woodside-United Acquisition, LLC ("Woodside-United Acquisition"), Rehrig International Inc. ("Rehrig" and together with Woodside RU Holdings and Woodside-United Acquisition, the "Rehrig United Entities"), Bank of America, N.A. (the "Bank") and United Steel & Wire Company, ("US&W") (collectively, the

"Defendants" and together with Target, the "Parties"). Capitalized terms not otherwise defined shall have the meanings ascribed to them in the adversary complaint (the "Complaint").

RECITALS

WHEREAS, on January 14, 2009, Target filed the Complaint, which sought:

1. Correction of inventorship with respect to United States Design Patent Nos. D523,207, D525,008, and D526,106;
2. An order requiring US&W to assign all patents and patent applications related to the "336" cart (as such cart is described in the Complaint), including the 336 Cart Patents and the 336 Cart Applications to Target;
3. An order requiring the Rehrig United Entities to assign the Pull Path Provisional Application to Target;
4. An order requiring the Rehrig United Entities to transfer ownership of all molds used to manufacture the "336" shopping cart and the "pull path" cart (as such carts are described in the Complaint) to Target;
5. An order requiring the Rehrig United Entities to indemnify Target pursuant to that certain Supplies, Equipment, and Fixtures Agreement dated as of March 28, 2008 by and among Target and US&W, and that certain Work for Hire Agreement dated as of February 17, 2004, by and among Target and US&W;
6. An order declaring that Target did not violate that certain Non-Disclosure Agreement dated as of July 2, 2006 by and among Target and Rehrig;
7. An order declaring that the Bank has no lien on, or interest in, the molds used to manufacture the "336" shopping cart and the "pull path" cart (as such carts are described in the Complaint);

WHEREAS, the Parties have engaged in settlement discussions relating to this adversary proceeding and believe that it is currently in the best interests of all of the Parties to resolve this dispute without further cost or delay; and

WHEREAS, this Stipulation provides for the settlement of each of the claims of Target stated in the Complaint on terms that are satisfactory and fair to each of the Parties, and no other claims (other than expressly set forth below) are released by the Parties hereby and such claims are expressly reserved by the Parties; and

WHEREAS, the Parties now desire to resolve their disputes in accordance with the terms of this Stipulation.

AGREEMENT

NOW, THEREFORE, it is stipulated and agreed by and between the Parties, as follows:

1. Target shall pay ninety-nine thousand dollars (\$99,000) to the Bank in immediately available and certified funds payable to "Bank of America, N.A." and delivered to counsel to the Bank (through its counsel Joel L. Perrell Jr., Miles & Stockbridge P.C., 10 Light Street, Baltimore, Maryland 21202) so as to be received by the Bank's counsel at or before 5:00 p.m. (Eastern prevailing time) on Thursday, March 19, 2009 (the "Payment").

2. Upon the Bank's receipt of the Payment, the Bank releases any and all rights and interests that it alleges it has in and to the molds used to manufacture the "336" shopping cart and the "pull path" cart (as such carts are described in the Complaint). The Bank shall provide to Target information available to the Bank concerning the location of the molds after receipt of the Payment. After receipt of the Payment by the Bank, Target shall remove the molds located at the 1301 Battery Brooke Parkway, Richmond, Virginia 23237 (the "Premises") by no later than Wednesday, March 25, 2009 at its own expense. Target understands that appropriate evidence of

insurance will be required in form and substance satisfactory to the Bank and landlord of the Premises insuring and indemnifying against any loss and damage caused to the Premises related to Target's removal of the molds. The molds are being provided to Target "as is", "where is", with all faults and with no warranties of any kind.

3. Upon the Bank's receipt of the Payment, the Bank releases any and all rights and interests that it alleges it has in United States Design Patent Nos. D526,106, D523,207, D525,008, D528,732, and United States Patent Nos. 6,981,708 and 7,237,782.

4. Upon the Bank's receipt of the Payment, the Bank releases any and all rights and interests that it alleges it has in the Pull Path Provisional Application.

5. US&W agrees to assign to Target any and all rights and interests that it alleges it has in and to United States Design Patent Nos. D526,106, D523,207, D525,008, D528,732, and United States Patent Nos. 6,981,708 and 7,237,782.

6. US&W agrees to assign to Target any and all rights and interests that it alleges it has in and to the Pull Path Provisional Application.

7. The Rehrig United Entities intend to file a Motion to Approve the Rehrig United Entities' entrance into this Stipulation pursuant to Federal Rule of Bankruptcy Procedure 9019 (the "Motion"). Upon entry of an order by the Court approving the Motion (the "Order"), the trustee for the bankruptcy estates of the Rehrig United Entities shall execute any instruments that may be reasonably necessary to recognize Target's ownership of, or rights or interest in and to, the molds used to manufacture the "336" shopping cart and the "pull path" cart (as such carts are described in the Complaint), as well as United States Design Patent Nos. D526,106, D523,207, D525,008, D528,732, and United States Patent Nos. 6,981,708 and 7,237,782, and the Pull Path Provisional Application.

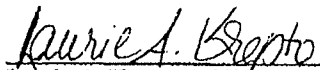
8. Within five (5) calendar days after the Bank's receipt of the Payment, Target shall dismiss, with prejudice, the Complaint against the Bank and US&W.

9. Within five (5) calendar days after the entry of the Order by the Court, Target shall dismiss, with prejudice, the Complaint against the Rehrig United Entities.

10. Each of the Parties agrees to entry by the Court of the form of order attached hereto, and none of the Parties has any objections to the form or content of the order.

[signature page follows]

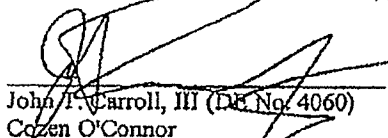
TARGET CORPORATION



Laurie A. Krepto (DE No. 4109)
Montgomery, McCracken, Walker & Rhoads,
1105 North Market Street, 15th Floor
Wilmington, DE 19801-1607
Phone: (302) 504-7800
Fax: (302) 504-7820
Email: lkrepto@mmwr.com

Dennis M. Ryan
Michael F. Doty
Faegre & Benson
2200 Wells Fargo Center
90 South 7th Street
Minneapolis, MN 55402
Phone: (612) 766-1600
Email: DRyan@faegre.com
MDoty@faegre.com

**CHAPTER SEVEN TRUSTEE OF THE
BANKRUPTCY ESTATE OF WOODSIDE
RU HOLDINGS, INC., WOODSIDE-
UNITED ACQUISITION, LLC, AND
REHRIG INTERNATIONAL INC.**



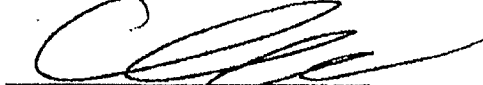
John P. Carroll, III (DE No. 4060)
Cozen O'Connor
1201 North Market Street, Suite 1400
Wilmington, DE 19801
Phone: (302) 295-2028
Fax: (215) 701-2140
Email: jcarroll@cozen.com

BANK OF AMERICA, N.A.



John H. Knight (DE No. 3848)
Richards, Layton & Finger, P.A.
One Rodney Square
920 N. King St.
Wilmington, DE 19801
Phone: (302) 651-7512
Fax: (302) 498-7512
Email: knight@rlf.com

UNITED STEEL & WIRE COMPANY



Katharine L. Mayer (DE Bar I.D. 3758)
McCarter & English, LLP
Renaissance Center
405 North King Street, 8th Floor
Wilmington, Delaware 19801
Phone: (302) 984-6300
Fax: (302) 984-6399
Email: kmayer@mccarter.com