## 503199687 03/02/2015

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3246304

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DGS RETAIL, INC.	10/28/2013

#### **RECEIVING PARTY DATA**

Name:	TARGET BRANDS, INC.	
Street Address:	1000 NICOLLET MALL	
City:	MINNEAPOLIS	
State/Country:	MINNESOTA	
Postal Code:	55403	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29495202

#### **CORRESPONDENCE DATA**

**Fax Number:** (612)334-3312

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.

**Email:** eashlin@wck.com

Correspondent Name: LEANNE TAVEGGIA FARRELL Address Line 1: 900 SECOND AVENUE SOUTH

Address Line 2: SUITE 1400

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	201401515/LTF 3 OF 3	
NAME OF SUBMITTER:	EMILY ASHLIN	
SIGNATURE:	/Emily Ashlin/	
DATE SIGNED:	03/02/2015	

#### **Total Attachments: 10**

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# CONFIRMATION OF ASSIGNMENT

WHEREAS, DGS Retail, Inc., a corporation, having offices at 1201 Kirk Street, Elk Grove Village, Illinois 60007 (hereinafter referred to as ASSIGNOR), is an employer of or otherwise engages inventors listed in the design patent application serial number 29/495,202 filed June 27, 2014; and

WHEREAS, Target Brands, Inc. (hereinafter referred to as ASSIGNEE), a corporation having offices at 1000 Nicollet Mall, Minneapolis, Minnesota 55403, is the owner of the entire right, title and interest in and to said design patent application, the invention described therein, and any and all Letters Patent(s) or similar legal protection, foreign or domestic, to be obtained therefor and desires to record its ownership with the U.S. Patent and Trademark Office;

NOW, THEREFORE, the undersigned authorized representative of Assignee confirms Assignee's ownership in view of the attached true and correct copies of documents (nine (9) pages) executed on October 28, 2013.

Feb 27 2015

DATE

Authorized Signatory
Target Brands, Inc.

## SUPPLIER QUALIFICATION AGREEMENT TARGET CORPORATION (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.

1.1. Supplier Information
The Supplier is the following per

Name of Supplier:	DGS Retail, Inc.
Type of Business Entity (corporation, LLC, sole proprietor, etc):	Corporation
Principal Address and Phone Number:	1201 Kirk St EIK Grove Village, IL 60007
email Address:	(947) 954-3101
Principal Officer (for notice purposes):	thomasconway@dgsretail.com Thomas Conway
Federal Employer Identification Number:  1.2. Summary of Certain Information	042666418

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

a source of target and the Supplier.	
The Effective Date of this Agreement (the Effective Date):	8/1/2012
The Target Non-Disclosure Agreement (NDA) signed by Supplier is dated:	
The Exhibits or attachments to this Agreement that are considered to be part of this Agreement:	

## 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.

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.

5.4. 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

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Title: