

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5471966

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TARGET BRANDS, INC.	01/19/2016
RECEIVING PARTY DATA		
Name:	GORDON BROTHERS COMMERCIAL AND INDUSTRIAL LLC	
Street Address:	PRUDENTIAL TOWER 800 BOYLSTON STREET	
Internal Address:	27TH FLOOR	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02199	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29656700
CORRESPONDENCE DATA		
Fax Number:	(214)200-0853	
<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:	2146515000	
Email:	ipdocketing@haynesboone.com	
Correspondent Name:	HAYNES AND BOONE LLP	
Address Line 1:	2323 VICTORY AVENUE	
Address Line 2:	SUITE 700	
Address Line 4:	DALLAS, TEXAS 75219	
ATTORNEY DOCKET NUMBER:	24231.29US02	
NAME OF SUBMITTER:	LESLIE AUSTIN	
SIGNATURE:	/Leslie Austin/	
DATE SIGNED:	04/12/2019	
Total Attachments: 5		
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this “Assignment”), is entered into as of January 19, 2016, by and between Target Brands, Inc., a Minnesota corporation (“Assignor”) and Gordon Brothers Commercial and Industrial LLC, a Delaware limited liability company (the “Assignee”). Each of Assignor and Assignee are referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, TCC Cooking Co., a Minnesota corporation (the “Seller”) and Assignee are parties to that certain letter agreement dated as of January 19, 2016 (the “Letter Agreement”) pursuant to which the Assignee has agreed to acquire, and the Seller has agreed to assign, certain Assets of the Seller to Assignee.

WHEREAS, Assignor is an affiliate of Seller and the Letter Agreement provides that Seller will cause Assignor to assign certain Assets directly to Assignee on the Closing Date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions.** All capitalized terms not otherwise defined in this Assignment will have the same meaning as such terms have in the Letter Agreement.
2. **Assignment.** Assignor hereby sells, conveys, transfers and assigns to Assignee all of Assignor’s right, title, and interest in and to the Proprietary Rights set forth on Exhibit A attached hereto, together with all extensions, continuations, divisionals, continuations-in-part, reissues, reexaminations and post-grant reviews stemming from such Proprietary Rights, and all claims for damages by reason of past, present or future infringement or misappropriation of the foregoing, with the right to sue for and collect the same.
3. **Subject to Letter Agreement.** This Assignment is subject to all the terms and conditions of the Letter Agreement. No provision of this Assignment will be deemed to enlarge, alter or amend the terms or provisions of the Letter Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Letter Agreement, the terms and conditions of the Letter Agreement will control.
4. **Counterparts.** This Assignment may be executed simultaneously in counterparts, including counterparts bearing a facsimile (or other electronic transmission including email of a “pdf” signature) and signature copy, each of which shall be deemed an original but all of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other. The parties hereto intend that a facsimile signature (or other signature transmission including email of a “pdf” signature) copy of this Assignment shall have the same force and effect as an original signature.


5. **Governing Law.** This Assignment and any controversy related to, arising directly or indirectly out of, caused by, or resulting from this Assignment shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Minnesota.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the date first set forth above.

ASSIGNEE:

**Gordon Brothers Commercial and
Industrial LLC**

By: 

Name: Jim Lightburn

Title: Managing Director, Commercial
and Industrial Division

ASSIGNOR:

Target Brands, Inc.

By: _____

Name: Stephen C. Lee

Title: Vice President

[Signature Page to Patent Assignment]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the date first set forth above.

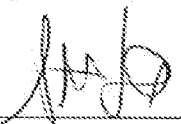
ASSIGNEE:

**Gordon Brothers Commercial and
Industrial LLC**

By: _____
Name: _____
Title: _____

ASSIGNOR:

Target Brands, Inc.

By:  _____
Name: Stephen C. Lee
Title: Vice President

[Signature Page to Patent Assignment]

Exhibit A
Patent Applications

Jurisdiction	Title	Application No.	App Type	Filing Date	Patent No.	Issue Date
United States	CULINARY UTENSIL	29/532,183	Design	July 2, 2015	N/A	N/A
United States	BASTING BRUSH HEAD	29/532,157	Design	July 2, 2015	N/A	N/A
United States	KITCHEN IMPLEMENT HANDLE	29/532,188	Design	July 2, 2015	N/A	N/A
United States	SPLATTER SHIELD	29/532,189	Design	July 2, 2015	N/A	N/A
United States	KITCHEN IMPLEMENT HANDLE	29/532,194	Design	July 2, 2015	N/A	N/A
United States	KITCHEN IMPLEMENT HANDLE	29/532,196	Design	July 2, 2015	N/A	N/A
United States	KITCHEN IMPLEMENT HANDLE	29/532,198	Design	July 2, 2015	N/A	N/A
United States	FOOD MILL	29/538,926	Design	September 9, 2015	N/A	N/A
United States	WOK	29/540,131	Design	September 21, 2015	N/A	N/A
United States	TAGINE	29/540,136	Design	September 21, 2015	N/A	N/A
United States	LABEL	29/540,471	Design	September 24, 2015	N/A	N/A
United States	LABEL	29/540,425	Design	September 24, 2015	N/A	N/A
United States	BOX	29/541,566	Design	October 5, 2015	N/A	N/A
United States	BAKING PAN INSERT	29/541,874	Design	October 8, 2015	N/A	N/A
United States	KNIFE	29/541,877	Design	October 8, 2015	N/A	N/A
United States	BAKING SHEET	29/542,190	Design	October 12, 2015	N/A	N/A
United States	CONTAINER DIVIDER	29/542,499	Design	October 14, 2015	N/A	N/A
United States	SHEARS	29/542,501	Design	October 14, 2015	N/A	N/A
United States	FOOD STORAGE CONTAINER	29/542,913	Design	October 19, 2015	N/A	N/A
United States	COOKWARE COVER	29/549,460	Design	December 22, 2015	N/A	N/A
United States	COOKWARE LID WITH BASTING PROJECTIONS	14/978,012	Utility	December 22, 2015	N/A	N/A

Exhibit A

RECORDED: 02/02/2010

PATENT
REEL: 038630 FRAME: 0609