

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Target Brands, Inc.		01/19/2016	CORPORATION: MINNESOTA
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		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3814853	CHEFS	
Registration Number:	3303245	THE BEST KITCHEN STARTS HERE	
Registration Number:	1277563	THE CHEF'S CATALOG	
Registration Number:	4538334	CHEF KNIFE GURU	
Registration Number:	2657525	COOKING.COM	
Registration Number:	2522993		
CORRESPONDENCE DATA			
Fax Number:	3125778994		
<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:	312-902-5200		
Email:	deborah.wing@kattenlaw.com		
Correspondent Name:	Deborah Wing c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	340878-12/GORDON BROTHERS		
NAME OF SUBMITTER:	Deborah A. Wing		
SIGNATURE:	/DAW/		

CH \$165.00 3814853

DATE SIGNED:	02/01/2016
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK 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 listed in Appendix A hereto, together with all goodwill associated therewith and all trademark registrations, applications and renewals in connection therewith, and all claims for damages by reason of past, present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same.

3. **Subject to Letter Agreement.** This Assignment is subject to all the terms and conditions of the Letter Agreement. No provision of this Assignment shall 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 or inconsistency 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 shall 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.

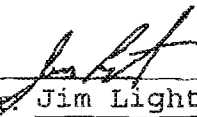
5. **Governing Law.** This Assignment and any controversy related to, arising directly or indirectly out of, caused by, or resulting from this Assignment shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of 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 Trademark 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 Trademark Assignment]

APPENDIX A

TRADEMARK REGISTRATIONS

Jurisdiction	Mark	Application No.	Application Date	Registration No.	Registration Date
United States	CHEFS	76/657,652	March 30, 2006	3,814,853	July 6, 2010
United States	THE BEST KITCHEN STARTS HERE	76/659,032	April 25, 2006	3,303,245	October 2, 2007
United States	THE CHEF'S CATALOG	73/206,464	March 8, 1979	1,277,563	May 8, 1984
United States	CHEF KNIFE GURU	85/578,901	March 23, 2012	4,538,334	May 27, 2014
United States	COOKING.COM	75/518,494	July 14, 1998	2,657,525	December 10, 2002
United States	Cooking.com Coil Design	75/517,046	July 10, 1998	2,522,993	December 25, 2001
Canada	COOKING.COM	1019821	June 18, 1999	TMA550024	August 21, 2001
Canada	Cooking.com Coil Design	1019823	June 18, 1999	TMA542789	March 21, 2001

COMMON LAW TRADEMARKS

CHEFS SPICE
SEASON. FLAVOR. SAVOR!