

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made and entered into on July __, 2013, by and between _____, a U.S. citizen residing at _____ ("Assignor"), and Target Brands, Inc., a Minnesota corporation, with its principle place of business located at 1000 Nicollet Mall, Minneapolis, Minnesota 55403 ("Target").

RECITALS

WHEREAS, in connection with a contest titled, CO.LABS & TARGET RETAIL ACCELERATOR CONTEST (the "Contest"), co-sponsored by Target's affiliate, Assignor created a mobile experience consisting of mobile software application, a standalone mobile software application, a mobile-enabled web application and/or a software application to be used in connection with an existing software application owned by Target or one of Target's affiliates (the "Mobile App"), pursuant to the Official Rules of the Contest (a copy of which is attached hereto as Exhibit A);

WHEREAS, Assignor entered the Contest by submitting the Mobile App as an "Entry" (as defined by Official Rules of the Contest) pursuant to the Official Rules of the Contest;

WHEREAS, Assignor, with the monetary, creative and developmental assistance of Target, developed a prototype of the Mobile App ("Prototype") based on Assignor's Entry;

WHEREAS, Assignor, pursuant to the Official Rules of the Contest, previously agreed to sign an agreement assigning all intellectual property rights in and to the Entry and Prototype to Target, if Assignor and Assignor's Entry and Prototype were selected as the Contest "Winner" (as defined by the Official Rules of the Contest);

WHEREAS, Assignor and Assignor's Entry and Prototype have been selected as the Winner of the Contest, pursuant to the Official Rules of the Contest; and

WHEREAS, Assignor holds rights in and to certain Intellectual Property (as hereinafter defined) related to the Mobile App, the Entry and the Prototype ("Assignor's Intellectual Property");

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, including Assignor's receipt of a "Grand Prize" (as defined by the Official Rules of the Contest), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. Definitions. As used in this Assignment, the following terms will have the meanings indicated below:

"Copyrights" means all copyrights, copyrightable works and original works of authorship (whether or not registered) and registrations and applications for registration or renewals thereof in the United States and all other nations throughout the world, including all renewals, extensions, reversions or restorations associated with such copyrights, now or hereafter provided by law, regardless of the medium of fixation or means of expression;

"Intellectual Property" means (i) inventions, innovations and discoveries (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto; (ii) know-how, ideas,

concepts, creations, layouts, designs, drawings, patterns, models, compositions, architectures, protocols, formulas, algorithms, processes, programs, methods, computer software (including object code and source code and related documentation), and research and development; (iii) Patents; (iv) Trademarks; (v) Copyrights; (vi) Internet domain names and registrations and applications for registration or renewals thereof, and email addresses, telephone numbers, social media identifications and tags; (vii) all rights in databases and data collections; (viii) all moral and economic rights of authors and inventors, however denominated; and (ix) trade secrets (including confidential business information such as confidential pricing and cost information, confidential business and marketing plans and confidential customer and supplier lists and confidential know-how, techniques and protocols);

“Open-Source Software” means any software that requires or purports to require, as a condition of use, modification, or distribution of such software, that other software distributed with, derived from, or incorporated into such software be (A) disclosed, distributed, or otherwise made available in source code form; (B) licensed or otherwise made available on terms permitting creation of derivative works based thereon; or (C) redistributed at no charge;

“Patents” means patents, patent applications and industrial design registrations of the United States and all other nations throughout the world, together with any continuations, continuations-in-part or divisional applications thereof, all patents and industrial design registrations issuing thereon, and all patents industrial design registrations and applications claiming priority therefrom (including reissues, renewals and reexaminations of the foregoing); and

“Trademarks” means all trademarks, service marks, trade dress, logos, slogans, trade names and corporate names, together with the goodwill symbolize by any of the foregoing (whether or not registered), in the United States and all other nations throughout the world, including all registrations and applications for registration or renewals of the foregoing.

Section 2. Assignment. Assignor hereby assigns, conveys and transfers to Target, and Target does hereby accept the assignment, conveyance and transfer of, all right, title and interest in and to the Mobile App, the Entry, the Prototype and Assignor’s Intellectual Property and derivatives thereof throughout the world related to the Mobile App, the Entry and the Prototype. Assignor shall execute all instruments and do all acts which may in the Target’s opinion be necessary to carry out the provisions of this Assignment. This Assignment includes all of Assignor’s claims, causes of action and right to sue for, as well as right to settle or release from, the infringement by any third party of any rights in and to the Mobile App, the Entry, the Prototype and Assignor’s Intellectual Property and any derivatives thereof that Assignor may possess therein, whether such claims and causes of action are filed, arose, or accrued before or after the execution of this Assignment, and all remedies associated therewith. Upon assignment to Target, Assignor agrees that the Mobile App, the Entry, the Prototype and all related Intellectual Property shall become Confidential Information as defined in the previously executed Non-Disclosure Agreement between the parties.

Section 3. Representations and Warranties. Assignor represents and warrants to Target the following:

- (a) Assignor has the full power and authority to enter into this Assignment;

(b) Assignor has not previously assigned, transferred, licensed or otherwise encumbered the Intellectual Property rights conveyed herein to any other person or entity, other than Assignor's license to Target pursuant to the Official Rules of the Contest;

(c) To the best of Assignor's knowledge, the Mobile App, the Entry, and the Prototype and the Intellectual Property rights therein are all original works of authorship created by Assignor or are otherwise original items of Intellectual Property created, invented, innovated, discovered or otherwise developed by Assignor;

(d) To the best of Assignor's knowledge, no other person or entity, other than Target, has any claim of ownership in or to the Mobile App, the Entry, and the Prototype or Intellectual Property rights therein;

(e) To the best of Assignor's knowledge, the Mobile App, the Entry, and the Prototype and the Intellectual Property rights therein do not infringe or misappropriate, directly or indirectly, the Intellectual Property rights of any person or entity;

(f) To the best of Assignor's knowledge, the Mobile App, the Entry, and the Prototype and the Intellectual Property rights therein do not infringe, misappropriate or otherwise violate, directly or indirectly, right of publicity, right of privacy, or any other right of any person or entity; and

(g) No item of Assignor's Intellectual Property has been licensed or otherwise distributed as Open-Source Software and no item of Open-Source Software is incorporated in the Mobile App, the Entry, the Prototype or any of the Intellectual Property rights therein.

Section 4. Assistance; Additional Actions. Assignor agrees to execute and deliver, or cause to be executed and delivered, from time to time upon the request of Target, any and all documents and instruments requested by Target to evidence, record, or effectuate this Assignment, or to assist Target in applying for or obtaining any Patents, Trademark registrations, or Copyright registrations, or any other registrations relating to the Mobile App, the Entry, the Prototype and the Intellectual Property rights therein and to take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes of this Assignment. Without limiting the generality of the foregoing, Assignor agrees to:

(a) Execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Mobile App, the Entry, the Prototype and the Intellectual Property rights therein; and

(b) Provide testimony in connection with any proceeding affecting the rights, title, interest or benefit of Target in and to the Mobile App, the Entry, the Prototype and the Intellectual Property rights therein.

Target shall be required to reimburse Assignor for all reasonable out-of-pocket expenses incurred in connection with any action Assignor is requested to take pursuant to this Section.

Section 5. Acknowledgement of Rights. In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, Target has succeeded to all of Assignor's right, title and standing to:

(a) Receive all rights and benefits pertaining to the Mobile App, the Entry, the Prototype and the Intellectual Property rights therein;

(b) Institute and prosecute all suits and proceedings and take all actions that Target, in its sole discretion, may deem necessary or proper to collect, assert or enforce any claim, right or title of any kind in and to any and all of the Mobile App, the Entry, the Prototype and the Intellectual Property rights therein; and

(c) Defend and comprise any and all such actions, suits or proceedings relating to such transferred and assigned rights, title, interest and benefits, and do all other such acts and things in relation thereto as Target, in its sole discretion, deems advisable.

Section 6. Indemnification. Assignor shall defend, indemnify and hold harmless Target, its affiliates, and their respective directors, officers, shareholders, employees, contractors, representatives, and agents from and against any liabilities, losses, investigations or inquiries, 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 Assignment, Assignor's performance or failure to perform as required by this Assignment, Assignor's acts or omissions, or any of Assignor's representations or warranties contained in this Assignment.

Section 7. Survival. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 8. Governing Law. 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 Assignment. The parties agree that the exclusive venue for any legal action arising out of or related to this Assignment 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.

Section 9. Severability. In the event that any term of this Assignment is held to be invalid or unenforceable, such term or terms shall be null and void and shall be severed from this Assignment. All remaining terms of this Assignment shall remain in full force.

Section 10. Waiver. The failure by either party to enforce any right hereunder shall not be deemed a waiver of that or any other right hereunder or of any other breach or failure by said party whether of a similar nature or otherwise.

Section 11. Counterparts. This Assignment may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

Section 12. Defined Terms. All capitalized terms used but not defined herein shall have the meanings assigned to them in this Assignment or as defined in the Official Rules of the Contest.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives, and to be effective as of the date first above written.

AGREED AND ACCEPTED:

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ASSIGNOR:

TARGET BRANDS, INC.:

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Title: _____

Date: _____