

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/01/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Method Products, Inc.		12/01/2006	CORPORATION: DELAWARE
Vroom Products, Inc.		12/01/2006	Wholly-Owned Subsidiary: DELAWARE

**RECEIVING PARTY DATA**

Name:	Target Brands, Inc.
Street Address:	1000 Nicollet Mall
Internal Address:	TPS-3165
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55403
Entity Type:	CORPORATION: MINNESOTA

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Serial Number:	78555470	VROOM
Serial Number:	78555477	VROOM
Serial Number:	78555478	VROOM
Serial Number:	78555480	VROOM
Serial Number:	78555496	VROOM
Serial Number:	78555488	VROOM
Serial Number:	78555490	VROOM
Serial Number:	78558136	
Serial Number:	78558147	
Serial Number:	78558150	

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Serial Number:	78558127	
Serial Number:	78558158	
Serial Number:	78558165	
Serial Number:	78558172	
Serial Number:	78558176	VROOM
Serial Number:	78558184	VROOM
Serial Number:	78558192	VROOM
Serial Number:	78558196	VROOM
Serial Number:	78558202	VROOM
Serial Number:	78558206	VROOM
Serial Number:	78558210	VROOM

**CORRESPONDENCE DATA**

Fax Number: (612)696-3399  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 6126965908  
Email: trademark.info@target.com  
Correspondent Name: Target Brands, Inc.  
Address Line 1: 1000 Nicollet Mall  
Address Line 2: TPS-3165  
Address Line 4: Minneapolis, MINNESOTA 55403

ATTORNEY DOCKET NUMBER:	VROOM TRADEMARK ASSIGNMNT
NAME OF SUBMITTER:	Ann Dunn Wessberg
Signature:	/Ann Dunn Wessberg/
Date:	01/17/2007

**Total Attachments: 14**

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**AGREEMENT**

THIS AGREEMENT is effective as of December 1, 2006, by and among Method Products, Inc. and its wholly-owned subsidiary, Vroom Products, Inc. ("Vroom"), both Delaware corporations with offices located at 637 Commercial Street, Third Floor, San Francisco, California 94111 (collectively "Method"), on the one hand, and Target Brands, Inc., a Minnesota corporation with offices located at 1000 Nicollet Mall, Minneapolis, Minnesota 55403 ("TBI"), and Target Corporation, a Minnesota corporation with offices located at 1000 Nicollet Mall, Minneapolis, Minnesota 55403 ("Target"), on the other hand.

WHEREAS, Method has adopted, used and owns the following marks: the "VROOM" Word Mark, the "VROOM" Word and Design Mark as depicted on Exhibit A, and the Dog Head Design Mark as depicted on Exhibit A (collectively, the "Mark"), including the applications for the Mark listed on Exhibit A;

WHEREAS, Target is the exclusive licensee of the Mark under a Development and License Agreement between Vroom and Target dated as of March 10, 2005 (the "License Agreement"); and

WHEREAS, TBI wishes to acquire from Method all rights in and to the Mark together with any other business interest and goodwill appurtenant thereto.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **GRANT OF ASSIGNMENT.** Method hereby assigns to TBI, and TBI accepts from Method, all of Method's worldwide right, title and interest in and to the Mark, and goodwill associated with the Mark, as successor to the business to which the Mark relates; all applications for the Mark, including those specifically listed on Exhibit A; all records related to any of the foregoing, including trademark searches and opinions; all copyright rights in any logo or artwork versions of the Mark or such applications; all Licensor Intellectual Property Rights (as defined in the License Agreement); all packaging specifications (including the Specifications defined in the License Agreement), dielines, molds, plates, cylinders and tools related to the Mark (including all intellectual property rights in the foregoing); the domain names vroombrand.com and vroomproducts.com (the "Domain Names"); and all claims for damages by reason of past infringement or dilution of any of the foregoing along with the right to sue for and collect the same without a duty to account to Method for the same (all of the foregoing, the "Assigned Assets"). Method will sign the Trademark Assignment attached hereto as Exhibit B (the "Assignment") for purposes of recording the assignment with the U.S. Patent and Trademark Office.

2. **CONSIDERATION.** As full consideration for the assignment granted hereunder, and subject to the condition that Method delivers to TBI an executed copy of this Agreement and the Assignment:

a. TBI shall pay Method the sum of \$300,000.00, payable as follows:

\$200,000.00 on February 5, 2007; and

\$100,000.00 on February 4, 2008.

b. No later than February 28, 2007, Target will issue purchase orders, using Target's standard purchase order process and subject to Target's standard Partners On-line terms and conditions, for all of the inventory identified on Exhibit C at the costs identified on Exhibit C.

3. REPRESENTATIONS OF METHOD. Method represents and warrants to TBI and Target that:

a. It is the owner of the entire right, title and interest to the Assigned Assets, including without limitation the Mark.

b. It has the right to enter into this Agreement and the Assignment.

c. The execution, delivery and performance of this Agreement will not conflict with or result in the violation of any other agreements to which it is a party.

d. The Assigned Assets, including without limitation the Mark, are being transferred free and clear of any licenses, liens or other encumbrances.

e. Except as set forth in Exhibit E, to the best of Method's knowledge, there are no proceedings, challenges, or adverse claims or threatened claims relating to the Mark or Method's (or its licensees') use thereof.

f. Exhibit D identifies all of the Supplier Agreements (as defined in the License Agreement). All of the Supplier Agreements have been mutually terminated or have expired without any claims of breach against Method, and none of the third parties which are parties to any of the Supplier Agreements has retained any rights to the Mark (e.g., there are no applicable provisions which survive termination or expiration).

g. Other than the Supplier Agreements and the License Agreement, Method is not and was never a party to or a beneficiary of any licenses, consents or other agreements related to the Mark.

h. Method has not breached the License Agreement or any of the Supplier Agreements.

i. Other than the Assigned Assets and the inventory identified on Exhibit C, Method has no assets related to the Mark or which bear the Mark.

4. REPRESENTATIONS OF TBI AND TARGET. TBI and Target represent and warrant to Method that:

- a. They have the right to enter into this Agreement and the Assignment.
- b. The execution, delivery and performance of this Agreement will not conflict with or result in the violation of any other agreements to which either is a party.
- c. They acknowledge that certain of the applications for the Mark have become abandoned, as indicated on Exhibit A.

5. COVENANTS BY METHOD. Method agrees that:

- a. It will not use the Mark or any mark confusingly similar thereto, in any manner, on or in connection with any goods or services.
- b. It will not challenge TBI's rights in and to the Mark or claim that the Mark is invalid or otherwise unprotectable.
- c. It will provide TBI with reasonable cooperation, at TBI's expense, in connection with any efforts by TBI to protect, enforce or defend the Mark and to further evidence or effectuate the assignment of the Mark to TBI.
- d. Within 10 business days following the effective date of this Agreement, it will change the corporate name of Vroom to a name not including the word "Vroom" or any variation thereof and will provide TBI with certified copies of the filings evidencing the same.
- e. Except for sales to Target, it will not sell or transfer any merchandise bearing the Mark (i.e., Method must re-label or destroy any merchandise bearing the Mark that is not sold to Target).
- f. Within 2 business days following the effective date of this Agreement, it will initiate the transfer of the Domain Names to TBI.

6. COVENANTS BY TBI. TBI agrees that:

- a. It will pay the reasonable costs and expenses incurred by Method in cooperating with any efforts by TBI to protect, enforce or defend the Mark and to further evidence or effectuate the assignment of the Mark to TBI.

7. TREATMENT OF LICENSE AGREEMENT. Effective as of the date hereof, the License Agreement is terminated. The following sections of the License Agreement are terminated notwithstanding anything to the contrary in the License Agreement regarding provisions that survive the termination or expiration thereof: Articles 3, 4, 5 and 8 and Sections 7.5, 7.7, 10.1 and 10.2. Moreover, Method hereby waives all breaches (if any) of Target under the License Agreement and hereby releases Target from any liability under the License Agreement.

8. MISCELLANEOUS.

a. Injunctive Relief. Method acknowledges and agrees that a breach of this Agreement will result in irreparable and continuing damage to TBI for which there will be no adequate remedy at law, and TBI will be entitled to injunctive relief, a decree for specific performance and any other appropriate relief for any such breach.

b. Severability. If any provision of this Agreement is held by a final determination of a court of competent jurisdiction to be unenforceable in any respect: (i) such holding will not affect any other provision of this Agreement; and (ii) the unenforceable provision will be deemed replaced by a provision that is enforceable and that comes closest to expressing the intention of the parties to this Agreement.

c. Waiver. The waiver by any party of a breach of any provision of this Agreement by any other party will not operate or be construed as a waiver of any other or subsequent breach by any non-breaching party.

d. Headings. The headings of sections of this Agreement are included solely for convenience of reference and do not control the meaning or interpretation of any of the provisions of this Agreement.

e. Entire agreement. This Agreement, together with the Assignment, sets forth the entire Agreement and understanding between the parties relating to the assignment of the Assigned Assets. This Agreement may not be amended or modified except by written agreement signed by all parties.

f. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.

\*\*[Signature Page to Follow]\*\*

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

METHOD PRODUCTS, INC.

By: Al M

Name: ALASTAIR M. DOWNER

Its: PRESIDENT & CEO

VROOM PRODUCTS, INC.

By: Al M

Name: ALASTAIR M. DOWNER

Its: PRESIDENT & CEO

TARGET BRANDS, INC.

By: S Lee

Name: STEPHEN LEE

Its: INTELLECTUAL PROPERTY LAW  
MANAGER

TARGET CORPORATION

By: Tom C

Name: Tom Curoci

Its: VP Merchandising

## EXHIBIT A

### Word Mark

VROOM

### Word & Design Mark



### Dog Head Design Mark



### U.S. Trademark Applications

78/555,470 (abandoned following receipt of PTO Office Action)

78/555,477

78/555,478

78/555,480

78/555,496

78/555,488 (abandoned following receipt of PTO Office Action)

78/555,490 (abandoned following receipt of PTO Office Action)

78/558,184

78/558,192

78/558,196

78/558,202

78/558,206

78/558,210 (abandoned following receipt of PTO Office Action)

78/558,176

78/558,127

78/558,136

78/558,147

78/558,150

78/558,158

78/558,165

78/558,172

SF:145268.6



**EXHIBIT B**

**TRADEMARK ASSIGNMENT**

This Assignment, effective as of December 1, 2006, by Method Products, Inc. and its wholly-owned subsidiary, Vroom Products, Inc., both Delaware corporations with offices located at 637 Commercial Street, Third Floor, San Francisco, California 94111 (collectively "Assignor") in favor of Target Brands, Inc., a Minnesota corporation with offices located at 1000 Nicollet Mall, Minneapolis, Minnesota 55403 ("Assignee").

WHEREAS, Assignor has adopted, used and owns the "VROOM" Word Mark, the "VROOM" Word and Design Mark, and the Dog Head Design Mark (collectively, the "Mark"), including but not limited to the following applications for the Mark:

<b><u>Mark</u></b>	<b><u>Application No.</u></b>
VROOM	78/555,470 - 78/555,477 - 78/555,478 78/555,480 - 78/555,496 - 78/555,488 - 78/555,490
VROOM & Design	78/558,184 - 78/558,192 - 78/558,196 78/558,202 - 78/558,206 - 78/558,210 - 78/558,176
Dog Head Design	78/558,127 - 78/558,136 - 78/558,147 78/558,150 - 78/558,158 - 78/558,165 - 78/558,172

WHEREAS, pursuant to that certain purchase agreement between Assignee, Target Corporation and Assignor as of the date hereof, Assignor has agreed to assign to Assignee Assignor's worldwide right, title and interest in and to the Mark, and goodwill associated with the Mark, as successor to the business to which the Mark relates; all applications for the Mark, including those specifically identified above, and all claims for damages by reason of past infringement or dilution of the Mark with the right to sue for and collect the same without a duty to account to Assignor for the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all worldwide right, title and interest in and to the Mark, and goodwill associated with the Mark, as successor to the business to which the Mark relates; all applications to register the Mark, including those specifically identified above; and all claims for damages by reason of past infringement or dilution of the Mark with the right to sue for and collect the same without a duty to account to Assignor for the same.

**\*\*[Signature Page to Follow]\*\***

VROOM PRODUCTS, INC.

By: AM

Name: ALAN M. DOWNS

Its: PRESIDENT + CEO

METHOD PRODUCTS, INC.

By: AM

Name: ALAN M. DOWNS

Its: PRESIDENT + CEO

**EXHIBIT C**

**INVENTORY LIST**

SF:145268.6

**TRADEMARK**  
**REEL: 003463 FRAME: 0390**

Finished Goods		Current Inventory		11/16 Allocated to Sales orders (Units)		Price Extended Available Inventory		Proposed Incremental Production		Incremental Production at Discount		Total Inventory Price	
Stock Code	Description	11/16 OH Inventory	11/16 Allocated to Sales orders (Units)	Price Extended Available Inventory	Price Extended (Units at list)	Price Extended (Units at list)	Price Extended (Units at list)	Price Extended (Units at list)	Price Extended (Units at list)	Price Extended (Units at list)	Price Extended (Units at list)	Price Extended (Units at list)	Price Extended (Units at list)
5308-07005-2401	6mL VROOM VentFresh Lavender Van	3,00	816	\$	1,956	\$	5,988						\$ 19,000
5306-07005-2401	6mL VROOM VentFresh Mandarin Mel	3,00	2,736	\$	840	\$	5,988						\$ 5,988
5306-07036-2401	6mL VROOM VentFresh Basil Verbena	3,00	8,640	\$	8,640	\$	24,264						\$ 24,264
5306-07045-2401	6mL VROOM VentFresh Sea Flower	3,00	2,352	\$	744	\$	4,824						\$ 4,824
5312-07005-0601	12oz VROOM Infrared Lavender Van	2,40		\$	1,458	\$	19,200						\$ 31,200
5312-07005-0601	12oz VROOM Infrared Mandarin Mel	2,40	84	\$	1,116	\$	16,800						\$ 30,400
5312-07036-0601	12oz VROOM Infrared Basil Verbena	2,40	6,654	\$	726	\$	14,227						\$ 14,227
5312-07045-0601	12oz VROOM Infrared Sea Flower	2,40	(0)	\$	1,398	\$	16,800						\$ 31,200
5520-07005-2401	20ct VROOM HWipes Lavender Van	2,40	19,512	\$	648	\$	45,274						\$ 48,442
5520-07005-2401	20ct VROOM HWipes Mandarin Mel	2,40	20,784	\$	600	\$	49,143						\$ 2,131
5520-07036-2401	20ct VROOM HWipes Basil Verbena	2,40	1,512	\$	624	\$	5,151						\$ 2,587
5520-07045-2401	20ct VROOM HWipes Sea Flower	2,40	1,032	\$	228	\$	5,187						\$ 2,587
<b>Vroom Wellness Line Total</b>			<b>64,181</b>		<b>9,715</b>		<b>147,437</b>						<b>\$ 288,237</b>
5126-06005-0601	25oz VROOM APC Spray	1,51	1,608	\$	1,608	\$	2,428						\$ 2,428
5116-06006-0601	16oz VROOM Protectant Spray	1,25	48	\$	48	\$	60						\$ 60
5116-07037-0601	16oz VROOM Tire Spray	1,16	8	\$	8	\$	9						\$ 9
5126-06004-0601	25oz VROOM Glass Spray	1,01	3,180	\$	2,226	\$	1,130						\$ 1,130
5125-06007-0601	25oz Car Wash Detailer	1,14	12,162	\$	854	\$	12,318						\$ 12,318
5500-06005-0601	25ct VROOM APC Wipes	1,14	5,556	\$	5,556	\$	6,308						\$ 6,308
5500-06006-0601	25ct VROOM APC Wipes	1,16	17,916	\$	17,916	\$	20,754						\$ 20,754
5500-06006-0601	25ct VROOM Protectant Wipes	1,37	4,230	\$	4,230	\$	5,778						\$ 5,778
5525-06040-0601	26ct VROOM Leather Wipes	1,52	3,138	\$	3,138	\$	4,757						\$ 4,757
<b>Core Vroom Total</b>			<b>47,844</b>		<b>2,228</b>		<b>45,618</b>						<b>\$ 53,538</b>
<b>Grand Total</b>			<b>112,031</b>		<b>11,841</b>		<b>290,874</b>		<b>28,000</b>		<b>\$</b>	<b>\$</b>	<b>\$ 311,774</b>

**EXHIBIT D**

**SUPPLIER AGREEMENTS**

Developing and License Agreement	Bari Mills
Supply Agreement	Trifinity
Development and License Agreement	Acme Sponge & Chamois Co., Inc.
Developing and License Agreement	Calderon Textiles, Inc.
Design Services Agreement	Turner Duckworth

**EXHIBIT E**

None, except as set forth in Exhibit A.

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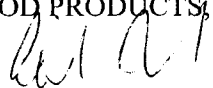
Assignment

For good and valuable consideration, effective December 1, 2006, Method Products, Inc. ("Method") hereby assigns to Target Corporation ("Target") all of Method's right, title and interest in, to and under the following:

(1) That certain Copyright Assignment Nunc Pro Tunc between Method and Turner Duckworth LLC, effective June 7, 2005, a copy of which is attached hereto as Exhibit A; and

(2) That certain Agreement for Design Services dated September 30, 2004 between Method and Turner Duckworth LLC.

METHOD PRODUCTS, INC.

By: 

Print Name: Alan M Demas

Title: President & CEO

Date: Dec 6<sup>th</sup> 06

## EXHIBIT A

## COPYRIGHT ASSIGNMENT NUNC PRO TUNC

WHEREAS, Turner Duckworth LLC ("Assignor") created and provided certain brand and packaging designs to Method Products, Inc. ("Assignee") relating to the Project Motion brand identity design (the "Project") pursuant to the Agreement for Design Services dated September 30, 2004 (the "Agreement").

WHEREAS, pursuant to the Agreement and upon final payment by Assignee to Assignor for the Project, Assignor agreed under the terms of the Agreement to assign to Assignee all right, title, and interest in and to the final version of the Project created and delivered to Method (the "Deliverable Work Product").

WHEREAS, pursuant to the Agreement Assignee made final payment to Assignor for the Project on June 7, 2005.

NOW, THEREFORE, effective nunc pro tunc on June 7, 2005, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby clarifies and memorializes the prior understanding of the parties that Assignor assigned to Assignee all its right, title and interest throughout the world, including copyrights and other artistic, literary and moral rights, in the work described as follows (the "Work"):

Brand identity and packaging materials prepared by Assignor pursuant to the Agreement, including, without limitation, brand logo and packaging design concepts, and digital artwork.

The rights assigned hereby include, but are not limited to, the right to copy or reproduce the Work, the right to distribute the Work, the right to display the Work publicly, the right to renew or extend the copyright in the work to the extent permitted by law, and the right to bring suit or to make any claim in Assignee's name for the prior or future infringement of rights in the Work.

Assignor hereby warrants that prior to this assignment to Assignee, Assignor was the owner of all right, title, and interest in the Work, either by virtue of its authorship of the Work or by virtue of a written assignment of all right, title, and interest in the Work from its author.

Assignor further agrees, at the request of Assignee or its successor in interest, to do all lawful acts which may be required for obtaining and enforcing the copyrights in the Work and to otherwise aid Assignee or its successor in enforcing the rights in the work, all at the expense of Assignee or its successor in interest.

Turner Duckworth LLC

By:

  
Joanne Chan  
Head of Client Services

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