

03-24-2000

FORM PTO-1618A
Expires 06/30/99
CMB 0651-0027



101296788

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

2.14.00

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

(T): The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DE/IA/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.) *WDE*
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

03/23/2000 DCOATES 00000016 1019452

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002038 FRAME: 0544

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (203) 324-2828

Name

Gregory J. Battersby

Address (line 1)

Grimes & Battersby, LLP

Address (line 2)

P.O. Box 1311

Address (line 3)

Three Landmark Square, Suite 405

Address (line 4)

Stamford, Connecticut 06904-1311

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1,019,452	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

07-2162

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Gregory J. Battersby

2/10/00

Name of Person Signing

Signature

Date Signed

Assignment of Trademark

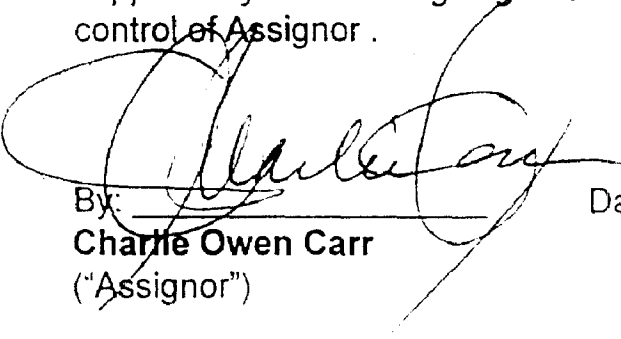
TRADEMARK ASSIGNMENT dated August 2, 1999 by Charlie Owen Carr, an individual citizen of the United States having a principal place of business located at 5838 Bonsall Road, Malibu, California 90265, and the Outrigger Duke Kahanamoku Foundation, a Hawaii non-profit corporation whose address is P.O. Box 90310 Honolulu, Hawaii 96835, (both of Charlie Owen Carr and the Outrigger Duke Kahanamoku, each owning an indivisible interest thereof, for the purposes of this Assignment shall, hereinafter and collectively, be referred to as "Assignor"), to Malama Pono, Limited, a California corporation having a principal place of business at 1620 Emerson Avenue, Oxnard, California 93033 (hereinafter "Assignee")

WHEREAS, Assignor is the rightful owner of, and has used the trademark "**DUKE KAHANAMOKU**", registered in the United States Patent and Trademark Office on September 2, 1975, (Registration No. 1,019,452) (hereinafter the "Trademark") and all good will associated with and symbolized by the Trademark; and


WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Trademark and registration therefor, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover for damages and profits for past infringements thereof;

NOW THEREFORE, for the good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Trademark and the registration therefor for the United States and throughout the world together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover for damages and profits and profits for past infringements thereof;

ASSIGNOR agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Trademark in the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is in the possession or control of Assignor.

By: 
Charlie Owen Carr
("Assignor")

Date: 08/03/99

By: 
**Outrigger Duke Kahanamoku
Foundation**
("Assignor")

Date: 12/31/99

Name: RUTH ANN BECKWITH
Its: PRESIDENT

Acknowledged and Agreed:

Malama Pono, Ltd.

By: 

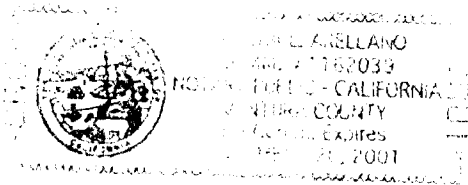
Name: PRESIDENT - DONALD N. LOVE

Title: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 3 day of Aug, 1999, before me personally appeared **CHARLIE OWEN CARR**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of himself, and declared the same to be of his free act and deed that by his signature thereon he executed the instrument, on the day and year last above written.

WITNESS my hand and official seal:



Notary

STATE OF HAWAII)
) ss.
COUNTY OF HONOLULU)

On this 26th day of OCTOBER, 1999, before me personally appeared RUBY ANN DECKER, personally known, who being by me duly sworn did depose and say that he/she is the President of **OUTRIGGER DUKE KAHANAMOKU FOUNDATION**, the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so fixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order, on the day and year last above written.

WITNESS my hand and official seal:

Notary