

Form PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101629857 SHEET
TRADEMARKS ONLY

318101

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
King's Hawaiian Bakery West, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-California
 Other
Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies):
Name: King's Hawaiian Holding Company, Inc.
Internal Address: 406 Amapola Avenue, Suite 100
Torrance, California 90501
Street Address: same

3. Name of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other -
Execution Date: February 20, 2001

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 Other
If assignee is not domiciled in the United States, a domestic representative designation is attached
 yes no
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? yes no

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 40E

B. Trademark registration No.(s)
2,171,153, 2,363,293, 1,310,313, 1,228,641,
2,068,546 and 2,068,563
Additional numbers attached? yes no

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Rami S. Yanni
Internal Address: SQUIRE SANDERS & DEMPSEY LLP
801 So. Figueroa St., 14th Fl.
City: Los Angeles State: CA ZIP 90017-5554

6. Total number of applications and registrations involved:
6 registrations
7. Total fee (37 CFR 3.41):.....\$165.00 (40.00 for first application, \$25.00 for each additional application)
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
Rami S. Yanni
Name of Person signing _____
Signature [Signature] _____
Date March 7, 2001 _____

Total number of pages comprising cover sheet 1

OMB No 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

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01 FC:481 40.00 DP
02 FC:482 125.00 DP

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ASSIGNMENT SERVICES
DIVISION
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TRADEMARK ASSIGNMENT

King's Hawaiian Bakery West, Inc., a California corporation, located at 406 Amapola Avenue, Suite 100, Torrance, California 90501 ("Assignor"), is the rightful owner of and is using the registered marks listed on the Schedule A, attached hereto. The referenced marks, registrations therefore, renewals, the goodwill of the business symbolized thereby, and all worldwide rights contained therein, together with all pending and issued foreign registrations therefore, are hereinafter collectively referred to as the "Marks."

WHEREAS King's Hawaiian Holding Company, Inc., a California corporation, whose principal office is located at 406 Amapola Avenue, Suite 100, Torrance, California 90501 ("Assignee"), is desirous of acquiring all right, title and interest in and to the Marks; and

WHEREAS Assignor desires to assign all right, title and interest in and to the Marks to Assignee.

NOW, THEREFORE, in consideration of the foregoing, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns unto Assignee all right, title, and interest in and to the Marks (the "Assignment").

2. The Assignment shall also include all claims for damages by reason of past infringement of the Marks, if any, together with the right to sue for and collect the same for the sole use and benefit of Assignee and its successors, assigns, or other legal representatives.

3. Assignor represents and warrants to Assignee as follows:

3.1. Assignor has the full right, power and authority to enter into and perform this Assignment and to grant to Assignee all the rights granted herein; and Assignor is not a party to any agreement or understanding that would conflict with this Assignment;

3.2. The Marks are valid, subsisting and enforceable;

3.3. Assignor is the sole legal and beneficial owner of all rights in and to the Marks and hereby transfers all such rights to Assignee;

3.4. No portion of any of the Marks has been assigned or licensed to any other person or entity and there are no liens, claims or encumbrances on the Marks or any rights therein;

3.5. Assignor shall indemnify and hold Assignee harmless from any and all liability, damages, and expenses, including attorneys' fees, which the Assignee suffers or incurs as a result of or in connection with any breach of the representations and warranties set forth in this Section 3; and

3.6. The above representations, warranties, and indemnities shall survive the consummation of this transaction.

4. Assignor has secured and, upon execution hereof, or as soon as received by Assignor, shall transfer to Assignee, all applications, registrations, licenses, permits, releases or other necessary consents, if any, relating to the Marks or any portions or components thereof. Assignor shall assist Assignee in obtaining any further registrations, licenses, permits or releases relating to the Marks as reasonably desired and required by Assignee. If Assignor is unavailable or otherwise unwilling to execute such documents, Assignor appoints Assignee as its attorney-in-fact to execute any such documents that Assignee deems necessary to record any of these grants with the United States Patent & Trademark Office, similar foreign offices, or elsewhere.

5. Assignor agrees and acknowledges that if it has obtained or obtains in the future, in any country, any right, title, or interest (including the filing of any application for trademark or service mark registration or the issuance of any registration) in any mark(s) which are confusingly similar to, or translations and/or transliterations of, the Marks (collectively, "Related Marks"), Assignor shall so notify Assignee, and that Assignor has acted or will act as an agent of and for Assignee's behalf. Assignor further agrees to execute any and all instruments deemed by Assignee, its attorneys or representatives, to be necessary to transfer such right, title, or interest in the Related Marks to Assignee.

6. Assignor further agrees to execute and deliver, from time to time, all further instruments of conveyance, assignment and further assurances, and to perform all such other acts, as may be reasonably required to transfer and assign to Assignee all of Assignor's interests in and to the Marks.

This Assignment shall be effective for all purposes on the 20 day of February, 2001.

Assignor:

King's Hawaiian Bakery West, Inc.
a California corporation

By: 

Its: President

Assignee:

King's Hawaiian Holding Company, Inc.
a California corporation

By: 

Its: President

Library: LosAngeles, Document #: 29782v1

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Los Angeles)

On February 20, 2001 before me, Lucy Takata, Notary Public,
Date Name, Title of Officer, e.g., "Jane Doe, Notary Public"

personally appeared Mark Taira
Name(s) of Signer(s)

personally known to me ~~OR~~ ~~proved to me on the basis of~~
~~satisfactory evidence~~ to be the person(s) whose name(s) is/~~are~~ subscribed to
the within instrument and acknowledged to me that he/~~she/they~~ executed the
same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~
signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Lucy Takata
Signature of Notary

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE Mark Taira
OFFICER(S) President
Title(s)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR

OTHER: _____

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)
King's Hawaiian Bakery
West, Inc. "Assignor"

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE
ATTACHED TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Trademark Assignment
Number of Pages 3 Date of Document 2/20/01
Signer(s) Other Than Named Above

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California }
COUNTY OF Los Angeles }

On February 20, 2001 before me, Lucy Takata, Notary Public,
Date Name, Title of Officer, e.g., "Jane Doe, Notary Public"

personally appeared Mark Taira
Name(s) of Signer(s)

personally known to me ~~OR~~ ~~proved to me on the basis of~~
~~satisfactory evidence~~ to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

CAPACITY CLAIMED BY
SIGNER

- INDIVIDUAL(S)
- CORPORATE Mark Taira
OFFICER(S) President
Title(s)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
-

OTHER: _____

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)
King's Hawaiian Holding
Company, Inc. "Assignee"



Witness my hand and official seal.




Lucy Takata
Signature of Notary

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

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Number of Pages 3 Date of Document 2/20/01
Signer(s) Other Than Named
Above

Schedule A

| MARK, INTERNATIONAL CLASS, COUNTRY | APP. NO. & DATE | REG. NO. & DATE |
|--|---------------------------|--------------------------|
| KING'S HAWAIIAN, IC 30 – Canada | 751806 14 APR 1994 | A493792 28 APR 1998 |
| KING'S HAWAIIAN, IC 29 and 30 – U.S.A. | 75/285,055 01 MAY 1997 | 2,171,153 07 JUL 1998 |
| KING'S HAWAIIAN & Design, IC 29 and 30 – U.S.A.  | 75/602,074 09 DEC 1998 | 2,363,293 27 JUN 2000 |
| KING'S HAWAIIAN & Design, IC 30 – U.S.A.  | 73/412,421 07 FEB 1983 | 1,310,313 18 DEC 1984 |
| KING'S HAWAIIAN, IC 30 – U.S.A. | 73/254,398 17 MAR 1980 | 1,228,641 22 FEB 1983 |
| KING'S INTERNATIONAL, IC 30 – U.S.A. | 74/733,965 25 SEP 1995 | 2,068,546 10 JUN 1997 |
| KING'S INTERNATIONAL & Design, IC 30 – U.S.A.  | 75/000,044 02 OCT 1995 | 2,068,563 10 JUN 1997 |