

03-14-2001



101637002

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

3.2.01

TO: 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 Change of Name
- Other UCC-1 Financing Statement
Hawaii Doc. #2001-005241

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
11/20/2000

Name PC SERVICES, INC.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Hawaii

Receiving Party

Mark if additional names of receiving parties attached

Name AMERICAN SAVINGS BANK, F.S.B.

DBA/AKATA _____

Composed of _____

Address (line 1) P. O. Box 2300

Address (line 2) Corporate Banking Department

Address (line 3) Honolulu Hawaii 96804-2300
City State/Country Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other Federal Savings Bank

Citizenship/State of Incorporation/Organization _____

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.)

FOR OFFICE USE ONLY

03/13/2001 GTON11 00000272 1551336

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:
Deposit Account

Enclosed Deposit Account

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

Deposit Account Number:

#

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.

Cades Schutte Fleming & Wright
By Laurie A. Kuribayashi
Name of Person Signing

Laurie A. Kuribayashi
Signature

2/26/99
Date Signed

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL RECORDED ON 01/12/2001 IN THE BUREAU OF CONVEYANCES OF THE STATE OF HAWAII AS DOC# 2001-005241

BY: 
ISLAND TITLE CORPORATION

Return by Mail () Pickup (X) To:
American Savings Bank, F.S.B.
Financial Plaza of the Pacific
915 Fort Street Mall, 4th Fl.
Honolulu, Hawaii 96813

ITG ESCROW # 19040870 Tm
ITC TITLE # 07191128

Total No. of Pages: 9

Uniform Commercial Code – FINANCING STATEMENT

FORM UCC-1

This FINANCING STATEMENT is presented for recordation pursuant to the Hawaii Uniform Commercial Code.

No. of Additional Sheets Presented:

1. Maturity Date, if any (optional):

2. Debtor (Last Name First) and Address:

PC SERVICES, INC.
2024 North King Street, Suite 209
Honolulu, Hawaii 96819

3. Secured Party: Name and Address:

AMERICAN SAVINGS BANK, F.S.B
Corporate Banking Department
P.O. Box 2300
Honolulu, Hawaii 96804-2300

Uniform Commercial Code – FINANCING STATEMENT

Page 2

4. Assignee of Secured Party, if any, and Address:

5. This Financing Statement covers the following types or items of property:

All of the properties, rights and assets described in Exhibit "1" attached hereto and made a part hereof.

6. Check if applicable:

(If collateral is crops) The above described crops are growing or are to be grown on:

(If collateral is goods which are or are to become fixtures)

The above described goods are affixed or to be affixed to: Real Estate

Describe real estate: (If Land Court property, give lot, application and certificate of title numbers)

See Exhibit "A" attached hereto and made a part hereof.

Record Owner:

or

Record Lessee: PC Services, Inc.

7. Check if applicable: Proceeds of collateral are also covered.
 Products of collateral are also covered.

8. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box):

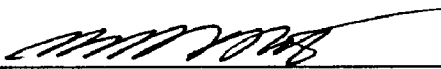
which is already subject to a security interest in another jurisdiction when it was brought into this state or

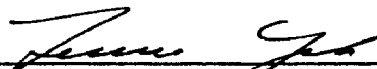
which is proceeds of the original collateral described above in which a security interest was perfected.

DATED: November 20, 2000

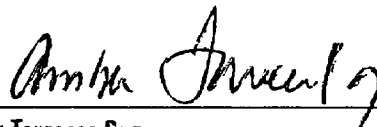
PC SERVICES, INC.

AMERICAN SAVINGS BANK, F.S.B.

By 
Herbert K. Horita
Its PRESIDENT

By 
TERENCE YEH
Its VICE PRESIDENT

By 
Keith Horita
Its CEO

By 
Amber Torrecer-Paz
Its ASSISTANT SECRETARY

Debtor

Secured Party

FIRST: All right, title and interest of the Debtor, whether as lessor, lessee, assignor, assignee, sublessor, sublessee or otherwise, in and to any and all leases, partial assignments, subleases and other contracts of conveyance (the "Leases") covering any portion of the real estate (the "Real Property") described in Exhibit "A" attached hereto and made a part hereof or any place of business of the Debtor or covering all or any portion of the other items of Collateral described below, including any and all modifications and extensions of the Leases;

Together with all of the Debtor's rights and remedies thereunder, and the benefit of all covenants therein, including, without limitation thereto, the right to receive all moneys, rents or payments of every other kind due or to become due to the Debtor under the Leases;

SECOND: All right, title and interest of the Debtor in and to any and all binders or policies of insurance of any kind (the "Insurance Policies") covering all or any portion of the Real Property or any of the other items of Collateral described herein, and any and all riders, amendments, extensions, renewals, supplements or revisions thereof;

Together with all of the Debtor's rights and remedies thereunder, the benefit of all covenants therein and all proceeds therefrom;

THIRD: All right, title and interest of the Debtor in and to any and all accounts, and in and to any and all contract rights, with respect to, or which may in any way pertain to, the Real Property or the business of the Debtor (the "Accounts and Contract Rights");

FOURTH: All right, title and interest of the Debtor in and to all personal property of any kind, including, without limitation, all machinery, equipment and building materials, furniture, fixtures, inventory, furnishings, fittings, attachments, appliances, including ranges, disposals, heaters, washers, dryers, dishwashers, devices and appurtenances of every kind and description, now or hereafter affixed to, placed in or upon, used or purchased for use in connection with, or incorporated or intended to be incorporated into the Real Property, or wherever located, together with all additions to, substitutions for, changes in, replacements or renewals of, the whole or any part of such personal property (provided, however, that to the extent that such additions, substitutions, changes, replacements and renewals constitute consumer goods in the hands of the Debtor, not accessions to

property otherwise covered hereunder and the same are acquired in excess of ten (10) days after the secured party gives value, this Security Agreement shall not cover the same);

FIFTH: All right, title and interest of the Debtor in and to any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Real Property or the Collateral by any public or quasi-public authority or corporation as a result of the exercise of the right of eminent domain or any other injury to or decrease in the value of all or any portion of the other items of Collateral described herein, the Debtor agreeing to execute and deliver, from time to time, such further instruments as may be requested by the Secured Party to confirm such assignment to the Secured Party of any such award or payment; and

SIXTH: All right, title and interest of the Debtor in and to any general intangibles with respect to, or which may in any way pertain to, the Real Property or any businesses of the Debtor, including, without limitation, (i) any and all trade names, trademarks, prints, labels, advertising concepts and literature, including, but not limited to, the names "PC Services, Inc." and "Paradise Cove" (United States Patent and Trademark Office Registration No. 1,551,336) and the tiki design (United States Patent and Trademark Office Registration No. 1,605,040) used in connection with Debtor's use of the Real Property, (ii) all refunds, rebates, security deposits or other expectancy under or from any account or contract and (iii) all building permits, other permits, licenses, soils tests, appraisals and engineering and architectural plans and specifications.

The Leases, the Insurance Policies and the Accounts and Contract Rights are hereinafter sometimes collectively called the "Contracts". All articles of property described in items **FOURTH** through **SIXTH** are hereinafter sometimes collectively called the "Personal Property". The Contracts and the Personal Property are herein sometimes collectively called the "Collateral".

TOGETHER WITH all right, title and interest of the Debtor in, and to use, lease or dispose of, the Collateral as well as any proceeds deriving from such Collateral.

The Debtor agrees that with respect to any term used herein that is defined in either Article 9 of the Uniform Commercial Code in force in the State of Hawaii at the time that this instrument is signed by the Debtor or Article 9 of the Uniform Commercial Code in force in the State of Hawaii at any relevant time, the meaning to be ascribed thereto with respect to any such term shall be that under the more encompassing of the two definitions.

That certain Unrecorded License Agreement dated January 1, 1989, executed by and between Trustees under the Will and of the Estate of James Campbell, Deceased, acting in their fiduciary and not their individual corporate capacities, as Licensor, and Cove Enterprises, Inc., a Hawaii corporation, as Licensee, for a term commencing on January 1, 1989 and expiring on December 31, 2010; unless Licensee shall have exercised its right to extend the License and Licensor shall have accepted Licensee's exercise of the Option pursuant to Article XII of the License Agreement and in such case the License Agreement shall expire on December 31, 2020. A Short Form of said License Agreement is dated March 28, 1989, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the "Land Court"), as Document No. 1624065. Said License Agreement was amended by unrecorded Letter Agreement dated February 13, 1989, and unrecorded Agreement Regarding Assignment of License Agreement dated November 13, 1991. Said unrecorded License Agreement was amended and restated by Unrecorded Amended and Restated Paradise Cove Lease dated August 20, 1998, a short form which is entitled Amended and Restated Short Form Lease; and Partial Release dated August 20, 1998, recorded in the Land Court as Document Nos. 2479957 and 2479958. Said Amended and Restated Lease by mesne assignments of record was assigned to PC Services, Inc., a Hawaii corporation, as Assignee, by that certain instrument dated February 15, 2000, recorded in the Land Court as Document No. 2613101, with consent thereto by Trustees under the Will and of the Estate of James Campbell, deceased, recorded concurrently in the Land Court as Document No. 2613102. The real property in said Amended and Restated Lease demised being described as follows:

FIRST:

That certain parcel of land situate at Honouliuli, Ewa, City and County of Honolulu, State of Hawaii, described as follows:

Lot 4019-A-1, area 10.853 acres, more or less, as shown on Map 732, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

EXCEPTING any portion of the above described property lying below the line of high water, said line of high water being defined as the vegetation line, and also excepting any artificial accretions of said property waterward of said high water line.

Being the land described in Transfer Certificate of Title No. 448,999 issued to W. H. Mc Vay, P. R. Cassidy, C. D. Pratt, Jr., and C. R. Churchill, Trustees of the Estate of James Campbell, IN TRUST, under the Will and of the Estate of James Campbell, deceased.

TOGETHER WITH easement for access and utility purposes to and from Farrington Highway over and across Easements 108 and 118 within Exclusion 2 of Land Court Application 1069, Lots 4597, 4599, 4600, 4601 and 4602, as shown on Map 450, and Lot 4633, as shown on Map 451, said maps being filed with Land Court Application No. 1069, as set forth by Land Court Order No. 93521, filed April 26, 1989, and pursuant to Grant of Easements and Assignment of Easements dated November 13, 1991, recorded in the Land Court as Document No. 1865322, and also recorded in the Bureau of Conveyances of the State of Hawaii as

Document No, 91-157495, by and between West Beach Estates, a Hawaii general partnership, and Cove Enterprises, Inc., a Hawaii corporation. (Noted on Transfer Certificate of Title No. 410,999)

TOGETHER ALSO WITH additional access to Farrington Highway (a public highway) over Easement 5742 for access purposes affecting Lot 4019-A-2 in connection with the existing rights of access to Farrington Highway hereinabove set forth, as set forth by Land Court Order No. 121985, filed September 29, 1995. (Noted on Transfer Certificates of Title Nos. 410,999 and 448,999)

SECOND:

Together with nonexclusive easement rights over, across and through Easement 6483, area 1.627 acres, more or less, for parking purposes, as shown on Map 921, affecting Lot 4019-A-2, as shown on Map 732, filed in the Land Court with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Being a portion of the land described in Transfer Certificate of Title No. 410,909 issued to The Trustees under the Will and of the Estate of James Campbell, deceased.

Being the easement granted by that certain Grant of Nonexclusive (Parking Area Appurtenant to Paradise Cove) dated August 20, 1998, by and between The Trustees of the Estate of James Campbell, deceased, as Grantor, and West Beach Estates, a Hawaii general partnership, as Grantee, recorded in the Land Court as Document No. 2479959.

SUBJECT, HOWEVER, AS TO PARCEL FIRST ONLY:

1. Easement 1425 (40 feet wide, area 14,852 square feet, more or less) as set forth by:

Land Court Order No.: 81464, Map 404
Filed: December 1, 1986
Purpose: Road access

2. A 40-foot building setback line along course one of the above described parcel of land, as set forth by:

Land Court Order No.: 81464, Map 404
Filed: December 1, 1986

3. Certification and Authorization:

Dated: October 8, 1985
Filed: Document No. 1328029
Recorded: Book 19004, Page 123

EXHIBIT "A"
Page 2 of 4

AMENDMENT TO CERTIFICATE AND AUTHORIZATION

Dated: July 3, 1994
Recorded: Document No. 94-120723
(Not noted on Transfer Certificate of Title No. 448,999)

4. Terms, provisions, covenants and conditions in the Unilateral Agreement and Declaration for Conditional Zoning:

Dated: February 13, 1989
Filed: Document No. 1613497

5. Easement "2113" (5 feet wide) as set forth by:

Land Court Order No.: 93521, Map 463
Filed: May 2, 1989
Purpose: Communication

6. Easement "2114" (area 15,531 square feet, more or less) as set forth by:

Land Court Order No.: 93521, Map 463
Filed: May 2, 1989
Purpose: Road-side access

7. Easement "2115" (30 feet wide, area 11,044 square feet, more or less) as set forth by:

Land Court Order No.: 93521, Map 463
Filed: May 2, 1989
Purpose: Drain line

8. Easement "2118" (10 feet wide, area 4,868 square feet, more or less) as set forth by:

Land Court Order No.: 93521, Map 463
Filed: May 2, 1989
Purpose: Public access

9. Easement "5739" (area 44 square feet, more or less) as set forth by:

Land Court Order No.: 121985, Map 813
Filed: September 29, 1995
Purpose: Public access

10. Easement "5740" (area 1,193 square feet, more or less) as set forth by:

Land Court Order No.: 121985, Map 813
Filed: September 29, 1995
Purpose: Public access

11. Grant of Easement dated June 30, 2000, in favor of Ko Olina Development, LLC, a Delaware limited liability company, recorded in Land Court as Document No. 2675936, granting an easement over said Easement "2113".
12. Grant of Easement dated June 30, 2000, in favor of Ko Olina Development, LLC, a Delaware limited liability company, recorded in the Land Court as Document No. 2675933, granting an easement said Easement "2114" and "2112".
13. Grant of Easement dated June 30, 2000, in favor of Ko Olina Development, LLC, a Delaware limited liability company, recorded in the Land Court as Document No. 2675939, granting an easement said Easement "2115".
14. Mortgage in favor of American Savings Bank, F.S.B., dated November 20, 2000, recorded in the Land Court as Document No. _____.

EXHIBIT "A"
Page 4 of 4

IMANHONO:332136.3

RECORDED: 03/02/2001

TRADEMARK
REEL: 002250 FRAME: 0869