

6-21-03

07-08-2003

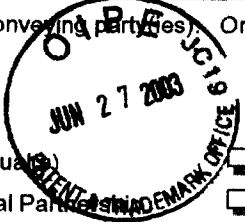
2/18

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

1. Name of conveying party(ies) Oren S. Schlieman

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No



2. Name and address of receiving party(ies)

Name: Five Mountains Hawaii Attn: Pat Linton  
 Internal  
 Address: \_\_\_\_\_

Street Address: 65-1235 A Opelo Road Suite 6  
 City: Kamuela State: Hawaii Zip: 96743

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Hawaii  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: 06/20/03

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76388337

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Five Mountains Hawaii Attn: Pat Linton  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Street Address: 65-1235 A Opelo Road, Ste. 6  
 \_\_\_\_\_  
 \_\_\_\_\_

City: Kamuela State: Hawaii Zip: 96743

6. Total number of applications and registrations involved: .....

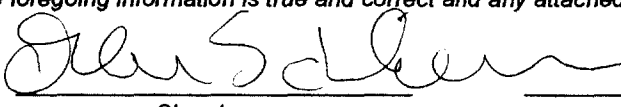
7. Total fee (37 CFR 3.41).....\$40.00  
 Enclosed  
 Authorized to be charged to deposit account

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.*

OREN S. SCHLIEMAN  6/20/03  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

07/07/2003 00000180 76388337

01 FC:8521

40.00/00

Documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

## ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 27<sup>th</sup> day of June, 2003, is by and between **OREN S. SCHLIEMAN**, of 1026 Nuuanu Avenue, Garden Suite, Honolulu, Hawaii 96817, hereinafter called the "Assignor," and **FIVE MOUNTAINS HAWAII, INC.**, a Hawaii non-profit corporation, whose address is 65-1235 Opelo Rd., Ste. A-6, Kamuela, Hawaii 96743, hereinafter called the "Assignee."

A. Assignor has intended to use the mark HEALING ISLAND (the "mark") in commerce and has filed an application with the United States Patent and Trademark Office, now assigned Serial No. 76388337 (the "application for registration"), indicating that intention, but has not yet filed an allegation of use under §§ 1(c) or 1(d) of the Trademark Act:

B. Assignee has used the "Healing Island" mark in commerce in the United States to describe and identify its products and services since 1996 and is desirous of preserving its ability to continue to do so.

NOW, THEREFORE,

1. Assignor does hereby irrevocably assign to Assignee all right, title and interest in and to the "HEALING ISLAND" mark and the application for registration, as part of the entire business or portion thereof to which the mark pertains, as required by 15 U.S.C. §1060.

2. In consideration for the assignment described above, Assignee shall pay Assignor a sum up to but not exceeding \$11,979.55 following receipt of an itemized statement from Assignor requesting such payment, the receipt of which is hereby acknowledged.

3. Assignor represents and warrants to Assignee:

a. that Assignor is not aware of any claims, pending or threatened, with respect to Assignor's rights in the mark or the application for registration, other than the possible claims of Coty Cosmetics, Inc. ;

b. that Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this assignment agreement; and

c. that Assignor has not leased, licensed or encumbered the mark or the application for registration.

4. This assignment agreement and the Letter of Understanding between the parties dated June 17, 2003, contain the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. This assignment agreement may be amended only by a writing signed by both parties.

6. Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this assignment agreement, including recordation with the United States Patent and Trademark Office.

7. Assignor and Assignee agree that neither party shall be deemed to be the drafter of this assignment agreement and that if this assignment agreement is ever construed by a court of law, such court shall not construe this assignment agreement or any provision hereof against either party as the drafter of this assignment agreement.

8. This assignment agreement is effective as of June 20, 2003.

EXECUTED: Kamuela, Hawaii June 19, 2003.

ASSIGNEE

ASSIGNEE

FIVE MOUNTAINS HAWAII, INC.,  
a Hawaii non-profit corporation

By Patrick E. Linton  
PATRICK E. LINTON  
Its Executive Director

Oren S. Schlieman  
OREN S. SCHLIEMAN

STATE OF HAWAII

)

) SS.

COUNTY OF HAWAII

)

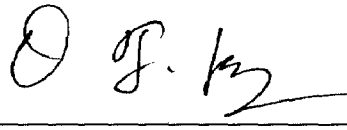
On this 19<sup>th</sup> day of June, 2003, before me personally appeared

**PATRICK E. LINTON**, to me personally known, who, being by me duly sworn or affirmed,

did say that such person(s) executed the foregoing instrument as the free act and deed of such

person(s), and if applicable, in the capacities shown, having been duly authorized to execute such

instrument in such capacities.

 / Delsa F. Bertelmann

Notary Public, State of Hawaii

My commission expires: 02/25/05

LS

STATE OF HAWAII )  
 ) SS.  
COUNTY OF HONOLULU )

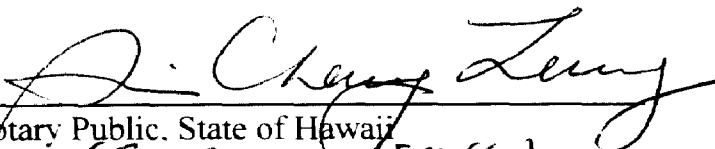
On this 24th day of JUNE, 2003, before me personally appeared

**OREN S. SCHLIEMAN**, to me personally known, who, being by me duly sworn or affirmed,

did say that such person(s) executed the foregoing instrument as the free act and deed of such

person(s), and if applicable, in the capacities shown, having been duly authorized to execute such

instrument in such capacities.

  
Notary Public, State of Hawaii  
(SIN CHEUNG LEUNG)  
My commission expires: 7-10-2005

*LS*