

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mac Farms of Hawaii, Inc.		06/27/2003	CORPORATION: HAWAII

RECEIVING PARTY DATA	
Name:	Mac Farms of Hawaii, LLC
Street Address:	1890 Broadway
Internal Address:	Suite 406
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94109
Entity Type:	Limited liability company: DELAWARE

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	1299012	MACFARMS OF HAWAII
Registration Number:	1299013	MACFARMS OF HAWAII MACADAMIAS
Registration Number:	1299014	MACFARMS OF HAWAII
Registration Number:	1635598	MACFARMS
Registration Number:	2394383	HULA PRINCESS
Serial Number:	76373026	HULA PRINCESS
Serial Number:	75897356	HAWAIIAN HOLIDAY
Serial Number:	78198623	HEARTS OF GOLD

CORRESPONDENCE DATA	
Fax Number:	(415)882-3232
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-882-3200
Email:	sowen@owe.com
Correspondent Name:	Erin M. Clarke, Esq.
Address Line 1:	455 Market Street

CH \$215.00 1299012

Address Line 2: Suite 1910
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:

MACFA 90001

NAME OF SUBMITTER:

Erin M. Clarke, Esq.

Total Attachments: 7
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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the _____ day of JUN 27 2003, 2003, by MAC FARMS OF HAWAII, INC., a Hawaii corporation with its principal place of business at 89-406 Mamalahoa Highway, Captain Cook, Hawaii 96704 ("Assignor"), to MAC FARMS OF HAWAII, LLC, a Delaware limited liability company with its principal place of business at 89-406 Mamalahoa Highway, Captain Cook, Hawaii 96704 ("Assignee").

RECITAL

Assignee and Assignor are parties to a Purchase Agreement dated as of April 21, 2003, as amended, (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Purchase Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications, trade names, trade dress and logos, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Marks, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided

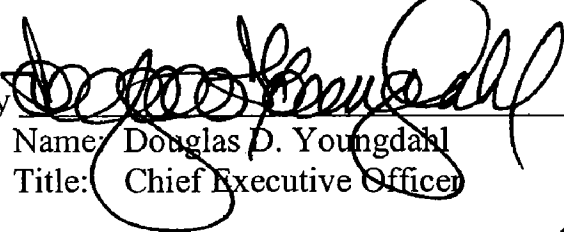
therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Hawaii without giving effect to the principles of conflicts of laws thereof.

The rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

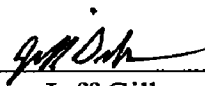
IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized officers to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

MAC FARMS OF HAWAII, INC.

By: 
Name: Douglas D. Youngdahl
Title: Chief Executive Officer

Assignor

MAC FARMS OF HAWAII, LLC
a Delaware Limited Liability Company

By: 
Name: Jeff Gilbrech
Title: Senior Vice President

Assignee

State of Hawaii)

) ss.:

City & County of Honolulu)

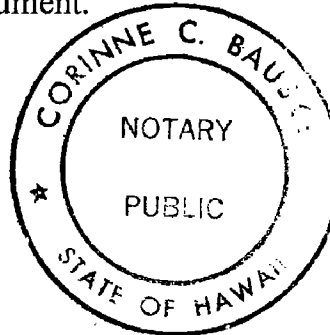
On this 25 day of June, 2003, before me personally appeared Douglas D. Youngdahl, Chief Executive Officer of Mac Farms of Hawaii, Inc., a Hawaii corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Corinne C. Bauser

Name: *Corinne C. Bauser*

Notary Public, State of Hawaii



My Commission expires: *5-18-2007*

State of Hawaii)

) ss.:

City & County of Honolulu)

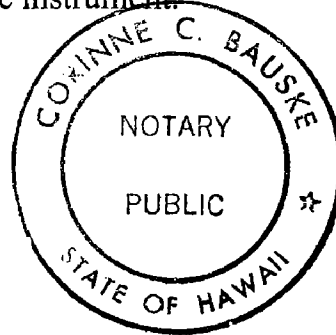
On this 26 day of June, 2003, before me personally appeared Jeff Gilbrech, Senior Vice President of Mac Farms of Hawaii, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Corinne C. Bauske

Name: Corinne C. Bauske

Notary Public, State of Hawaii



My Commission expires: 5-18-2007

EXHIBIT A**TRADEMARKS****United States Registrations**

<u>Mark</u>	<u>Ser. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MACFARMS OF HAWAII	408,457	07-Jan-1983	1,299,012	02-Oct-1984
MACFARMS OF HAWAII MACADAMIAS	408,472	07-Jan-1983	1,299,013	02-Oct-1984
MACFARMS OF HAWAII AND DESIGN	409,916	18-Jan-1983	1,299,014	02-Oct-1984
MACFARMS	73/780,694	14-Feb-1989	1,635,598	19-Feb-1991
HAWAIIAN HOLIDAY AND DESIGN	75/897,356	14-Jan-2000	Pending	
HULA PRINCESS	75/979,599	08-Dec-1997	2,394,383	10-Oct-2000
HULA PRINCESS	76/373,026	20-Feb-2001	Pending	
HEARTS OF GOLD	78/198,623	30-Dec-2002	Pending	

Foreign Registrations/Japan

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MACFARMS OF HAWAII ISLAND DESIGN	32103/90	23-Mar-1990	4309574	27-Aug-1999
MACFARMS OF AUSTRALIA AND DESIGN	108/84	6-Jan-1984	2003083	20-Nov-1987

Foreign Registrations/Canada

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MACFARMS OF HAWAII AND DESIGN (Lined for Color)	503839	20-May-1983	296298	19-Oct-1984
MACFARMS OF HAWAII MACADAMIAS (Stylized)	503836	20-May-1983	296297	19-Oct-1984
MACFARMS OF HAWAII (Stylized)	503835	20-May-1983	296296	19-Oct-1984
'MAP' DESIGN	503838	20-May-1983	294108	17-Aug-1984

Foreign Registrations/Australia

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MACFARMS	778077	11-Nov-1998	778077	11-Nov-1998
MACFARMS OF AUSTRALIA AND DESIGN	393750	7-July-1983	393750	7-July-1983
MACFARMS OF AUSTRALIA AND DESIGN	393751	7-July-1983	393751	7-July-1983

Foreign Registrations/New Zealand*

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MACFARMS OF AUSTRALIA AND DESIGN	150470	21-December-1983	150470	5-December-1986
MACFARMS OF AUSTRALIA AND DESIGN	150469	21-December-1983	150469	5-December-1986

*New Zealand registrations are presently in the name of Arnotts which is transferring the registrations to Seller.

Hawaii Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
KONA SELECTION	H 1018958	14-June-1994
KONA PLANTATIONS	H 1018957	14-June-1994
KONA EDITION	H 1018956	14-June-1994