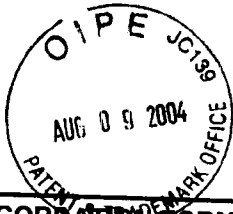


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08-12-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



COMMERCE
emark Office

RECORDATION FORM
TRADEMARKS ONLY

102812206

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Malibu Smoothie Franchise Corp.

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

Citizenship (see guidelines) _____
 Execution Date(s) December 31, 2003
 Additional names of conveying parties attached? Yes No

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other
 - Merger
 - Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Kahala Franchise Corp.
 Internal Address: Attn: Legal Dept.
 Street Address: 7730 East Greenway Rd., Suite 104
 City: Scottsdale
 State: Arizona
 Country: U.S. Zip: 85260

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware, U.S.
- Other Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
75/456,272 - Malibu Smoothie
 March 23, 1998 - Filing Date

B. Trademark Registration No.(s)
2,666,237; 2,666,238

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
malibu Smoothie (words) - Filing Date: March 23, 1998;
Surf City Squeeze (words); Surf City Squeeze (Design Plus words)

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

Name: Kahala Franchise Corp.
 Internal Address: Attn: Legal Dept., Gina Sciara
 Street Address: 7730 East Greenway Rd., Suite 104
 City: Scottsdale
 State: Arizona Zip: 85260
 Phone Number: (480) 443-0200
 Fax Number: (480) 443-1972
 Email Address: gsciara@kahalacorp.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 000000 OP
 Expiration Date 00/00 OP
 b. Deposit Account Number 25 OP
 Authorized User Name _____

9. Signature: Gina Sciara

Signature

August 4, 2004

Date

Gina Sciara

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK

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01 FC:8522
12/10/2004 JPM:JME:00000003
01 FC:8522

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Assignment") is made effective as of December 31, 2003 (the "Effective Date"), by and between Malibu Smoothie Franchise Corp., an Arizona corporation ("ASSIGNOR"), and Kahala Franchise Corp., a Delaware corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademarks (the "Marks") and other intellectual property (the "Property") as described in "Exhibit A", attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Marks are used.

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks and the Property; and

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR's rights, title, and interest in and to the Marks and the Property and the goodwill symbolized thereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby irrevocably sells, assigns, transfers, and conveys to ASSIGNEE all of its right, title, and interest in and to the Marks and the Property, as well as ASSIGNOR's right, title, and interest of every kind and character throughout the world, including, without limitation, all federal, state, foreign, statutory and common law and other rights and all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing), together with the goodwill of the business associated with the Marks and the Property, the same to be held and enjoyed by ASSIGNEE, its successors, assigns, and other legal representatives.

ASSIGNOR further assigns to ASSIGNEE all rights to sue for and receive all damages accruing from past, present, and future infringements or misappropriations of the Marks and the Property herein assigned.

This Assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with, or under their direction, and all those in privity therewith.


ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in and to the Marks and the Property.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties have duly executed and delivered this Assignment Agreement as of the day and year first above written.

ASSIGNOR:

MALIBU SMOOTHIE FRANCHISE CORP., an Arizona corporation

By: 
Its: President

ASSIGNEE:

KAHALA FRANCHISE CORP., a Delaware corporation


By: 
Its: VP-Genl Counsel

EXHIBIT A

Schedule of Trademarks and Intellectual Property

<u>MARK</u>	<u>APPL./REG.</u> <u>No.</u>	<u>STATUS</u>	<u>REGISTRATION</u> <u>DATE</u>
SURF CITY SQUEEZE (words)	2,666,237	Registered	December 24, 2002
SURF CITY SQUEEZE (words & design-wavy design)	2,666,238	Registered	December 24, 2002
MALIBU SMOOTHIE	Serial No. 75/455,272	Pending Registration	Filing Date: March 23, 1998