

08-12-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2006)

COMMERCE
emark Office

RECORDATION FORM (TRADEMARKS ONLY) 102812205

89104

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):
Rollerz Franchise Systems, LLC.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other limited liability company - Arizona
Citizenship (see guidelines) _____

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

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

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) _____

B. Trademark Registration No.(s) 2,620,151
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Rollerz (word + design)

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: 1
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
8. Payment Information:
a. Credit Card Last 4 Numbers _____ Expiration Date _____
b. Deposit Account Number _____ 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: 4

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

08/11/2004 METACHE 000002 2620151 40.00 DP 01 FC:0521

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Assignment") is made effective as of December 31, 2003 (the "Effective Date"), by and between Rollerz Franchise Systems, L.L.C., an Arizona limited liability company ("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:

**ROLLERZ FRANCHISE SYSTEMS, L.L.C., an Arizona
limited liability company**

By: 
Its: President

ASSIGNEE:

**KAHALA FRANCHISE CORP., a Delaware
corporation**

By: 
Its: VP-General Counsel