



08-12-2004

COMMERCE
Trademark Office



102812204

8/9/04

RECORDATION FORM
TRADEMARK

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):

SP Franchising, Inc.

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

Citizenship (see guidelines)

Execution Date(s) March 31, 2004

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 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)

08/11/2004 METRIC 0000037 276021

B. Trademark Registration No.(s)

2,716,021; see attached page for additional trademarks

Additional sheet(s) attached? Yes No

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

Sumo SIZE (words); see attached page for additional trademarks

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:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 105.00

- 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: 5

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

**ATTACHMENT TO TRADEMARK RECORDATION
FORM COVER SHEET—Page 2**

CONTINUATION OF ITEM 4.

**Registration Numbers and description of Trademarks
(Assignor—*SP Franchising, Inc.*; Assignee—*Kahala Franchise Corp.*)**

<u>Trademark Registration No.</u>	<u>Trademark Description</u>
2,615,016	SAMURAI SAM'S
2,561,812	TAKE YOUR TASTE TO A DIFFERENT PLACE!
2,449,291	IT'S HEALTHIER HERE!
2,091,247	WARRIOR Design (Design)
2,053,309	SAMURAI SAM'S

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Assignment") is made effective as of March 31, 2004 (the "Effective Date"), by and between SP Franchising, Inc., 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.

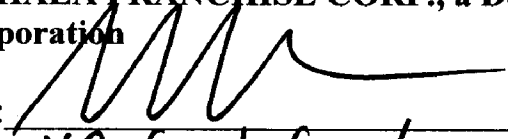
ASSIGNOR:

SP FRANCHISING, INC., an Arizona corporation

By: 
Its: President

ASSIGNEE:

KAHALA FRANCHISE CORP., a Delaware corporation

By: 
Its: VP-General Counsel