

09-07-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECOR
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103075445

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

9-1-6

1. Name of conveying party(ies):

The Final Straw, Inc., formerly known as Crazy Shirts, Inc., a Hawaii corporation

- Individual(s)
- General Partnership
- Corporation- State: Hawaii
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 8/16/05 and 8/29/05

- 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: Only The Best, Inc.

Internal

Address: _____

Street Address: 99-969 Iwaena Street

City: Aiea

State: Hawaii

Country: USA Zip: 96701

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

2554320

Additional sheet(s) attached? Yes No

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

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

Name: William G. Meyer, III

Internal Address: _____

Street Address: 900 Fort Street Mall, Suite 1800

City: Honolulu

State: Hawaii Zip: 96813

Phone Number: (808) 524-8000

Fax Number: (808) 537-4667

Email Address: wmeyer@dwyerlaw.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:

August 31, 2005

Date

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40.00, 00

Signature

William G. Meyer, III

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 (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003217 FRAME: 0355

FIRST ADDENDUM TO TRADEMARK ASSIGNMENT AGREEMENT
(Registrations)

THIS FIRST ADDENDUM TO TRADEMARK ASSIGNMENT AGREEMENT ("Addendum") dated August 29, 2005, but made effective as of November 26, 2001, by THE FINAL STRAW, INC., a Hawaii corporation, formerly known as CRAZY SHIRTS, INC., a Hawaii corporation ("Assignor"), whose current address is 48 Pembroke Lane, Laguna Niguel, California 92677, to and in favor of ONLY THE BEST, INC., a Hawaii corporation ("Assignee"), whose address is 99-969 Iwaena Street, Aiea, Hawaii 96701, its successors and assigns;

WITNESSETH:

WHEREAS, pursuant to the Order (I) Authorizing Sale of the Debtor's Assets and Business Free and Clear of All Liens, Claims and Encumbrances Pursuant to 11 U.S.C. §363; (II) Authorizing the Assumption and Assignment of Certain Nonresidential Real Property Contracts and Executory Contracts Pursuant to 11 U.S.C. § 365; and (III) Order Granting Relief (and Exhibit "A") entered on November 9, 2001 by the United States Bankruptcy Court, District of Hawaii, In re Crazy Shirts, Inc. (Case Number 01-03552), Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of November 26, 2001 (the "Purchase Agreement") and that certain Trademark Assignment Agreement (Registrations) effective as of November 26, 2001 ("Trademark Assignment Agreement");

WHEREAS, as provided in the Trademark Assignment Agreement, Assignor transferred to Assignee all of Assignor's rights, title and interests in and to the Trademarks, together with the good will of business symbolized by the Trademarks described in Exhibit A attached to the Trademark Assignment Agreement;

WHEREAS, the Trademark Assignment Agreement provides that Assignor will also execute any additional documents and take any additional action that may be required to transfer its rights in such Trademarks to Assignee; and

WHEREAS, attached hereto as Exhibit "1" is a list of Pending Trademark Applications (sometimes hereafter called "Trademarks") that are also to be transferred by Assignor to Assignee in connection with the Purchase Agreement;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration now paid by the Assignee to the Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties hereto covenant and agree as follows:

1. **ASSIGNMENT OF THE PENDING TRADEMARK APPLICATIONS.** Assignor hereby grants, bargains, sells, conveys and assigns to Assignee absolutely (a) all of Assignor's rights, title and interests in and to the Pending Trademark Applications described in Exhibit "1" attached hereto, and (b) all the rights and benefits of the said Pending Trademark Applications, together with the good will of the business symbolized by the Trademarks and relating to the goods and services respecting said Pending Trademark Applications, such that upon the registration of said Trademarks that Assignee shall enjoy all of the rights, benefits and entitlements of ownership of the subject Trademarks. The Assignment herein includes the maintenance and continuity of good will associated with products and services as symbolized by

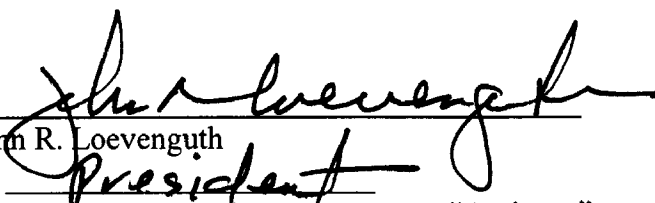
and appurtenant to the Trademarks, and any labels, advertising and promotional releases and all other materials displaying the Trademarks. Assignee shall have the exclusive right to obtain registrations of the Trademarks and all renewals, extensions and Declarations of Use in connection therewith, throughout the world in the sole name of Assignee, its successors or assignees, along with all claims and rights to sue for past, present and future infringements. The rights being assigned comprise all trademark rights in the Trademarks of every kind, nature and description, including, but not limited to, the right to: (a) use, display or exploit the Trademarks in conjunction with any goods and services; (b) maintain the continuity of the products and/or services presently symbolized by the Trademarks; (c) sell, license or otherwise control the Trademarks; and (d) abandon the use of the Trademarks.

2. **COUNTERPARTS.** The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument, binding all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate, unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

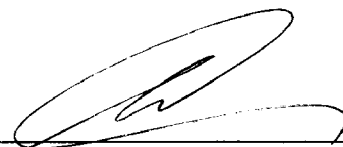
All other terms and conditions contained in the Trademark Assignment Agreement are hereby reaffirmed.

THIS AGREEMENT shall inure to the benefit of and is binding upon the parties hereto and their respective successors and assigns. The undersigned represent that they are duly authorized to execute this Assignment on behalf of the parties and have caused this Addendum to be executed and made effective as of the dates first written above.

THE FINAL STRAW, INC., a Hawaii corporation,
formerly known as CRAZY SHIRTS, INC., a
Hawaii corporation

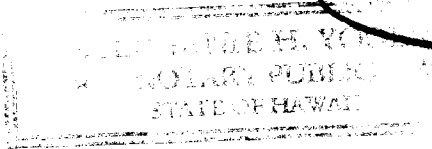
By 
John R. Loevenguth
Its President "Assignor"

ONLY THE BEST, INC., a Hawaii corporation

By 
Mark R. Hollander
Its President "Assignee"

STATE OF HAWAII)
)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 16th day of August, 2005, before me appeared John R. Loevenguth, to me personally known or whose identity was proven to my satisfaction by presentation of his driver's license, who, being by me duly sworn, did say that he is the President of **THE FINAL STRAW, INC.**, a Hawaii corporation, formerly known as **CRAZY SHIRTS, INC.**, a Hawaii corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



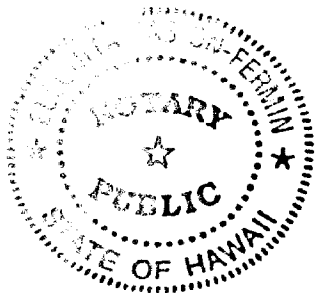
Stephanie H. Moder

Name: Stephanie H. Moder
Notary Public, State of Hawaii

My commission expires: July 13, 2007

STATE OF HAWAII)
)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 29th day of August, 2005, before me appeared Mark R. Hollander, to me personally known or whose identity was proven to my satisfaction by presentation of his driver's license, who, being by me duly sworn, did say that he is the President of **ONLY THE BEST, INC.**, a Hawaii corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



Eleonita Pasion Fermin

Name: ELEONITA PASION FERMIN
Notary Public, State of Hawaii

My commission expires: Sept. 23, 2005

EXHIBIT "1"

**CRAZY SHIRTS, INC.
PENDING TRADEMARK APPLICATIONS**

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLICATION #</u>	<u>GOODS</u>
Brazil	CRAZY SHIRTS	819.875.660	Class 25
Brazil	CRAZY SHIRTS (stylized)	819.888.915	Class 25
India	CRAZY SHIRTS (stylized)	697737	Class 25
Malaysia	CRAZY SHIRTS (stylized) and CRAZY SHIRTS	95-11543	Class 25
United States	SHARKA (Design)	Application #76/129482, now Registration No. 2554320	Class 20 (keychains)