

12-30-2005



RECORD
TRAL 103147506

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):

Healthy's Inc.

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

Citizenship (see guidelines) Hawaii

Additional names of conveying parties attached? Yes No

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

Execution Date(s) July 1, 2005

- 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: NINJAI GANG, LLC

Internal

Address: _____

Street Address: 970 North Kalaheo, Suite C-312

City: Kailua

State: Hawaii

Country: USA

Zip: 96734

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Company Citizenship Hawaii

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)

Additional sheet(s) attached? Yes No

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

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

Name: Amy P. Chiang

Internal Address: _____

Street Address: Cades Schutte, 1000 Bishop St. Ste. 1200

City: Honolulu

State: Hawaii Zip: 96813

Phone Number: (808) 521-9206

Fax Number: (808) 541-5076

Email Address: achiang@cades.com

6. Total number of applications and registrations involved:

30

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 765.00

- 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:

Signature

Date

/Martin Hsia/

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

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

12/28/2005 ECOOPER 00000133 78157570

01 FC:8521

40.00 OP

02 FC:8522

725.00 OP

TRADEMARKS HELD BY HEALTHY'S, INC.
TO BE ASSIGNED TO NINJAI GANG, LLC

Mark	Serial No.
Aladdin Enters the Dragon	78157570
Aladdin, Mystic Warrior	75440065
Aladdin's Sister	75615850
Aladdin's Sister	75615842
Aladdin's Sister	76214477
Demon Shredders	75246720
Demon Shredders	75383006
Dreamfighter	75383264
Face Off	75920944
Karma Kop	75413583
Karma Kop	75413582
Karma Kop	75413581
Karma Kop	75981700
Karma Kula	75380615
Karma Kula	75380614
Karma Kula	75380351
Karma Kula	75766606
Karma Kula, Demon Shredders	75481678
Karma Kula, Demon Shredders	75481677
Karma Kula, Demon Shredders	75481676
Karma Kula, Demon Shredders	75481673
Karma Kula, Demon Shredders	75481674
Karma Kula, Mystic Warrior	75481682
Karma Kula, Mystic Warrior	75481679
My Kung Fu Sisters	75615840
My Kung Fu Sisters	75615839
My Kung Fu Sisters	75615838
My Kung Fu Sisters	75615836
My Kung Fu Sisters	75615834
Rock Concert from Hell	75383265

QUITCLAIM ASSIGNMENT OF TRADEMARK RIGHTS

EFFECTIVE AS OF JULY 1, 2005, SUNSET STUDIOS GENERAL PARTNERSHIP, an Arizona general partnership ("SSGP"), HEALTHY'S, INC., a Hawaii corporation ("Healthy's"),

and

NINJAI GANG, L.L.C, a Hawaii limited liability company ("Ninjai Gang").

agree as follows:

1. Background and Certain Definitions. Each of SSGP and Healthy's own any and all of the registered and unregistered trademarks and copyrights relating to the Ninjai/Karma Kula business operations, (the "IP Assets"). The IP Assets include, but are not limited to, the trademarks set forth in Schedule A attached hereto as well as any other registered and unregistered trademarks relating to the Ninjai/Karma Kula business operations (together, the "Trademark Assets").

2. Assignment. Each of SSGP and Healthy's hereby assigns, transfers and sets over unto Ninjai Gang, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, "AS IS", all of its worldwide trademark, trade dress, copyright and other intellectual property rights, if any, in and to the Trademark Assets;

TOGETHER WITH all goodwill symbolized by the Trademark Assets;

ALSO TOGETHER WITH the right to sue for past infringement, if any, there may be;

ALSO TOGETHER WITH all rights under model releases, property releases, licenses, and other permissions that may apply to labels, package designs and advertising and promotional material, if any, used in connection with the Trademark Assets;

SUBJECT TO the security interests, liens, and encumbrances of third parties, if any, there may be.

Each of SSGP and Healthy's hereby represents and warrants that, to the best of its knowledge, information and belief, it is not aware of any assertion that the Trademark Assets infringe on or otherwise violate the trademark rights of any third party.

Each of SSGP and Healthy's hereby constitutes and appoints Ninjai Gang as each of their respective agents and attorneys in fact with full power of substitution to execute such documents and instruments as each of SSGP and Healthy's may refuse or fail to execute and deliver relating to the Trademark Assets, this power being coupled with an interest and being irrevocable. This Assignment shall be binding upon each of SSGP and

Healthy's and each of its successors and assigns, and shall inure to the benefit of Ninjai Gang and Ninjai Gang's successors and assigns. This assignment shall be governed by and shall be construed in accordance with the laws of the State of Hawaii and the United States of America. The courts of the State of Hawaii and the United States District Court for the District of Hawaii, and no other courts, shall have exclusive original jurisdiction over any dispute relating to this Assignment.

This Assignment may be executed in counterparts and by facsimile and each such counterpart, when taken together, may be deemed an original, fully-executed Assignment.

IN WITNESS WHEREOF, each of SSGP, Healthy's and Ninjai Gang has executed this Assignment as of the date first written above.

SUNSET STUDIOS GENERAL PARTNERSHIP

By Brian Ray Linsley
Brian Ray Linsley
Its Partner

By _____
Prudence Tumahai
Its Partner

By _____
Andre Tumahai
Its Partner

By _____
Gopi Marr
Its Former Partner

HEALTHY'S INC.

By _____
Mark Fergusson
Its President


NINJAI GANG, LLC


By _____
Mark Fergusson
Its Manager

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SUNSET STUDIOS GENERAL PARTNERSHIP

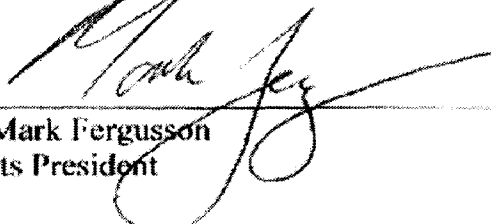
By _____
Brian Ray Linsley
Its Partner

By _____
Prudence Tumahai
Its Partner

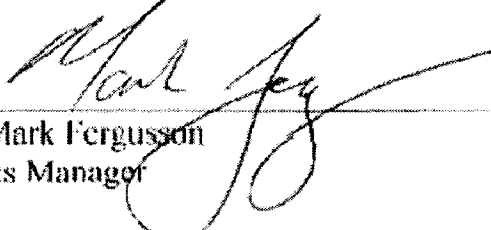
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Andre Tumahai
Its Partner

By _____
Gopi Marr
Its Former Partner

HEALTHY'S INC.

By  _____
Mark Fergusson
Its President

NINJAI GANG, LLC

By  _____
Mark Fergusson
Its Manager

SCHEDULE A

MARK'S HELD BY SUNSET STUDIOS GENERAL PARTNERSHIP

Mark	Serial No.	App. Date
3 Blades	78478989	9/4/2004
3 Kicks	78478985	9/4/2004
Aladdin Enters the Dragon	78478982	9/4/2004
Aladdin, Mystic Warrior	78478981	9/4/2004
Aladdin's Sister	78478991	9/4/2004
I Apologize I Meant to Cut Off Your Head	76346987	12/7/2001
Karma Kula, Mystic Warrior	78478990	9/4/2004
Kicked by an Angel	78475258	8/28/2004
KK Design mark	76509909	4/28/2003
KK Design mark	76509908	4/28/2003
KK Design mark	76509907	4/28/2003
KK Karmakula Design	76509636	4/25/2003
KK Karmakula Design	76509635	4/25/2003
Kung Fu Angels	78478987	9/4/2004
Little Bastards	78209705	
Little Bird	76579873	3/8/2004
Little Bird	76579874	3/8/2004
Little Bird	76579872	3/8/2004
Little Ninja design	76976961	7/19/2001
Little Ninja design	76288297	7/19/2001
Medallion Design	76277876	6/25/2001
Ninjai	76255360	5/9/2001
Ninjai	76976240	5/9/2001
Ninjai The Little Ninja	76976246	6/14/2001
Ninjai The Little Ninja	76272124	6/14/2001
Violent Little Bastard	78209700	1/31/2003
Web on Fire	76368758	2/8/2002

MARKS HELD BY HEALTHY'S, INC.

Mark	Serial No.	App. Date
Aladdin Enters the Dragon	78157570	8/25/2002
Aladdin, Mystic Warrior	75440065	2/25/1998
Aladdin's Sister	75615850	1/5/1999
Aladdin's Sister	75615842	1/5/1999
Aladdin's Sister	76214477	2/22/2001
Demon Shredders	75246720	2/24/1997
Demon Shredders	75383006	10/27/1997
Dreamfighter	75383264	11/3/1997
Face Off	75920944	2/16/2000
Karma Kop	75413583	1/6/1998
Karma Kop	75413582	1/6/1998
Karma Kop	75413581	1/6/1998
Karma Kop	75981700	8/3/1999
Karma Kula	75380615	10/28/1997
Karma Kula	75380614	10/28/1997
Karma Kula	75380351	10/28/1997
Karma Kula	75380615	10/28/1997
Karma Kula	75766606	8/3/1999
Karma Kula, Demon Shredders	75481678	5/8/1998
Karma Kula, Demon Shredders	75481677	5/8/1998
Karma Kula, Demon Shredders	75481676	5/8/1998
Karma Kula, Demon Shredders	75481673	5/8/1998
Karma Kula, Demon Shredders	75481674	5/8/1998
Karma Kula, Mystic Warrior	75481682	5/8/1998
Karma Kula, Mystic Warrior	75481679	5/8/1998
My Kung Fu Sisters	75615837	1/5/1999
My Kung Fu Sisters	75615840	1/5/1999
My Kung Fu Sisters	75615839	1/5/1999
My Kung Fu Sisters	75615838	1/5/1999
My Kung Fu Sisters	75615836	1/5/1999
My Kung Fu Sisters	75615834	1/5/1999
Rock Concert from Hell	75383265	11/3/1997

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