

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the cover sheet and assignment previously recorded on Reel 003391 Frame 0131. Assignor(s) hereby confirms the 76/385341 on cover sheet, page 2 of 5, Attachment I and postcard receipt should be 76/585341.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Local Motion, Inc.		08/02/2006	CORPORATION: HAWAII

**RECEIVING PARTY DATA**

<b>Name:</b>	Kahala Sportswear Group LLC
<b>Street Address:</b>	1334 Moonui Street
<b>City:</b>	Honolulu
<b>State/Country:</b>	HAWAII
<b>Postal Code:</b>	96817
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: HAWAII

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	76585341	KAHALA

**CORRESPONDENCE DATA**

Fax Number: (808)540-5049  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (808) 544-3835  
 Email: mhsia@cades.com  
 Correspondent Name: Martin E. Hsia  
 Address Line 1: 1000 Bishop Street  
 Address Line 2: 12th floor  
 Address Line 4: Honolulu, HAWAII 96813

<b>ATTORNEY DOCKET NUMBER:</b>	09990-0150
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<b>NAME OF SUBMITTER:</b>	Martin E. Hsia 32,471
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Signature:	/Martin E. Hsia/
Date:	10/05/2006
<b>Total Attachments: 9</b> source=Kahal001#page1.tif source=Kahal001#page2.tif source=Kahal001#page3.tif source=Kahal001#page4.tif source=Kahal001#page5.tif source=Kahal001#page6.tif source=Kahal001#page7.tif source=Kahal001#page8.tif source=Kahal001#page9.tif	

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT is made effective as of the 2<sup>nd</sup> day of August, 2006, by LOCAL MOTION, INC., a Hawaii corporation ("Assignor"), in favor and for the benefit of KAHALA SPORTSWEAR GROUP, LLC, a Hawaii corporation ("Assignee").

WHEREAS, Assignor has adopted, is the owner of, is using in its business, and has not otherwise abandoned, the following service marks and/or trademarks (collectively, the "Marks"), and such Marks comprise all of the trademarks, trade names and service marks in which Assignor is aware of having rights. The Marks have the serial or registration numbers issued by the designated registering agency:

<u>Mark</u>	<u>Country/State of Registration</u>	<u>Serial No. or Certificate No.</u>	<u>Relevant Date</u>
Kahala (Class 25) (for clothing)	United States	U.S. Registration No. 1,143,473 (assigned from Sun Fashions of Hawaii, Ltd.)	U.S. Registration issued 12/16/80; Assignment to LM filed 12/14/93; recorded 1/5/94  Renewal due 12/14/2010
Kahala Sportswear (Class 35) (for retail outlet and wholesale distribution of clothing)	United States	U.S. Registration No. 2,571,165	U.S. Registration issued 5/21/02  Sec. 8 & 15 due 5/21/03  Renewal due 5/21/12
Kahala (Class 3) (for suntan, sunscreen and after sun products)	United States	Serial No. 76/385,341: filed 4/6/04	Filed second request for extension of time to file SOU; SOU will be due 10/5/2006
Kahala (Class 3) (for perfumes, cologne, body cream, and other toiletries)	United States	U.S. Registration No. 3,013,681  Serial No. 76/580,640; filed 3/12/04 U.S. Registration Issued 11/8/2005	Sec 8 & 15 due 11/8/2011
Kahala (Class 25) (for footwear)	United States	Serial No. 76/624,146; filed 12/13/04	Notice of Allowance mailed 1/3/06; SOU due 7/3/2006 (or file first extension request)
Kahala (Class 28) (for surfboards/bodyboards,	United States	Serial No. 78/675,610; filed 7/21/05	Office Action email 2/9/06 – rejection received based on Sport

fins, surfboard leashes)			Fun Kahala for skateboards – response due 8/9/06 (see RAR ltr of 2/15/06)
Island Dry Goods (Class 25) (for clothing and swimwear)	United States	Serial No. 76/551,608; filed 10/16/03	1 <sup>st</sup> request for extension to file SOU approved 1/30/06; SOU due 8/2/06 (or file 2 <sup>nd</sup> ext. request.)
Kahala Sportswear (Class 35)	Canada	Canadian Registration CA Reg No. TMA 697419; issued 12/12/03	Renewal due 12/12/81
Kahala (Class 3, 42)	Canada	Canadian TM Application No. 1,230,054  Filed 9/13/04 on proposed use basis with priority claim for Class 3 goods (perfumes etc., suntan lotion etc, and retail services (Cl. 42) related to Class 3 goods; claims priority from US appln. Nos. 76/580,640 and 76/585,341	Identify when use is made of the goods and services in the US, if before Candian appln. is approved it can be added as a basis for registration in Canada on use.  Will need specimens in actual use of advertisements or store sugn photos for the retail store services in Canada from Local Motion, Inc.  Opposed by Mavala S.A; Local Motion filed a counterstatement in the opposition & made counter-settlement offer; Mavala has to file their evidence by 10/14/06
Kahala (Class 25)	Chile	Chilean TM Registration  Appln No. 636.799; filed 2/10/04  Reg. No. 703,034; issued 9/9/0404	9/9/14
Kahala (Class 42)	Chile	Chilean TM Registration  Appln. No. 636.800; Filed 2/10/94	9/9/14

		Reg. No. 703,035; issued 2/9/04	
Kahala Sportswear (Class 35) (for retail outlets and wholesale distribution of clothing)	CTM	CTM Registration CTM Reg. No. 002257475; issued 2/26/03	Renewal due 6/14/11
Kahala (Class 3) (for perfumes, colognes, and toiletries)	CTM	CTM Registration CTM Reg. No. 003737848; issued 8/5/05	Renewal due 4/5/14
Kahala Sportswear (Class 42)	Mexico	Mexican Registration Mex. Reg. No. 738920; issued 6/28/01	Renewal due 6/28/11
Kahala (Class 28) (surfboards/bodyboards)	Australia	Application filed 8/29/05	Office Action received rejecting application based on Registration No. 1016376 for the mark Kahula for a "surfing board" of Kwok Leung Calan Li (Hong Kong) – response is due 2/21/07  See SLS ltr of 1/20/06

WHEREAS, Assignee has agreed to acquire all of Assignor's right, title and interest in and to the Marks, including the registrations and the pending applications therefor, together with the goodwill of the business associated with and symbolized by the Marks, the registrations and the pending applications, pursuant to that certain Purchase and Sale Agreement made between the parties dated June 14, 2006 (the "Purchase Agreement");

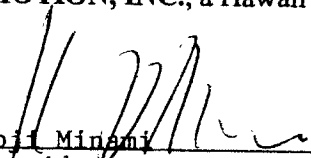
NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business associated with and symbolized by the Marks, the registrations and the pending applications, and the right to sue for past, present and future infringement, if any there may be.

Except for the Assigned Licenses listed in Schedule 1.1(d) of the Purchase Agreement, Assignor has not previously assigned or encumbered the Marks. And Assignor is not aware of any third party claiming rights in the Marks or claiming that the Marks infringe upon any third party rights. The assignment herein made is without representation or warranty except as otherwise provided herein or in the Purchase Agreement.

The rights and obligations of Assignor and Assignee shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF Assignor has executed this Assignment as of the effective date set forth above.

**LOCAL MOTION, INC.,** a Hawaii corporation

By:  \_\_\_\_\_  
Its President

**ATTACHMENT 1**

**Continuation of  
United States Patent and Trademark Office  
Credit Card Payment Form**

**Trademark Fee:**

**Registration No.s:**

1. U.S. Registration No. 1,143,473;
2. U.S. Registration No. 2,571,165;
3. U.S. Registration No. 3,013,681;
4. Serial No. 76/385,341;
5. Serial No. 76/624,146;
6. Serial No. 78/675,610; and
7. Serial No. 76/551,608