

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Interstate Operating Company, L.P.		02/28/2006	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WHM, LLC.		
<b>Street Address:</b>	1201 Brickell Avenue, 5th Floor		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33131		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2135189	SOUTH SEAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(305)416-3190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	305-416-3180		
<b>Email:</b>	rt@lydeckerlaw.com		
<b>Correspondent Name:</b>	Lydecker Lee Behar Berga & deZayas, LLC		
<b>Address Line 1:</b>	1201 Brickell Avenue, 5th Floor		
<b>Address Line 4:</b>	Miami, FLORIDA 33131		
<b>ATTORNEY DOCKET NUMBER:</b>	SOUTH SEAS ASSGNMT		
<b>NAME OF SUBMITTER:</b>	Deborah Lee-Serafini		
<b>Signature:</b>	/deborahlee/		
<b>Date:</b>	02/06/2008		

CH \$40.00 2135189

Total Attachments: 2  
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment Agreement") is effective this \_\_\_ day of January, 2008 ("Effective Date") by and between Interstate Operating Company, LP, a Delaware limited partnership ("Assignor") and WHM, LLC., a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns the trademark and service mark registration for "South Seas," registration no. 2135189 (the "Trademark");

WHEREAS, Assignor desires to assign to Assignee all of the Assignor's rights, title and interest in, to and under the Trademark, including any goodwill appurtenant thereto or symbolized thereby; and

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in, to and under the Trademark, including any goodwill appurtenant there to or symbolized thereby.


NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars in hand paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer and set over unto Assignee, all of Assignor's right, title, and interest in and to the Trademark.

1. This Assignment Agreement is made without representation or warranty.
2. This Assignment Agreement may not be amended, modified or terminated except by an instrument, in writing, executed by the parties hereto.
3. This Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
4. This Assignment Agreement shall be construed under, and governed in accordance with, the laws of the State of Florida.
5. This Assignment Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the day and year first above written.

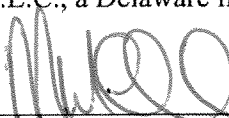
ASSIGNOR

INTERSTATE OPERATING COMPANY, LP., a Delaware limited partnership

By:   
Name: Christopher L. Bennett  
Title: EVP + General Counsel

ASSIGNEE

WHM, L.L.C., a Delaware limited liability company

By:   
Name: Mark Cholupek  
Title