

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Conversion from Corporation to Limited Liability Company		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S & S Hawaii B.B.Q., Inc.		01/09/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	S & S Hawaii B.B.Q., LLC		
Street Address:	18472 E. Colima Road, #202		
City:	Roland Heights		
State/Country:	CALIFORNIA		
Postal Code:	91748		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78969434	ONO ONO A TASTE OF HAWAII	
Serial Number:	78969444	ONO ONO HAWAIIAN GRILL	
Serial Number:	77066944	ONO HAWAII BBQ	
CORRESPONDENCE DATA			
Fax Number:	(415)954-4111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-954-4114		
Email:	efiling@kmob.com		
Correspondent Name:	Veronica Colby Devitt		
Address Line 1:	Knobbe Martens Olson & Bear LLP		
Address Line 2:	One Sansome St., Suite 3500		
Address Line 4:	San Francisco, CALIFORNIA 94104-4448		
ATTORNEY DOCKET NUMBER:	SSBBQ.000GEN		
NAME OF SUBMITTER:	Veronica Colby Devitt		

OP \$90.00 78969434

Signature:	/Veronica Colby Devitt/
Date:	03/20/2009
Total Attachments: 5 source=SSBBQ CA STATE CONVERSION#page1.tif source=SSBBQ CA STATE CONVERSION#page2.tif source=SSBBQ CA STATE CONVERSION#page3.tif source=SSBBQ CA STATE CONVERSION#page4.tif source=SSBBQ CA STATE CONVERSION#page5.tif	

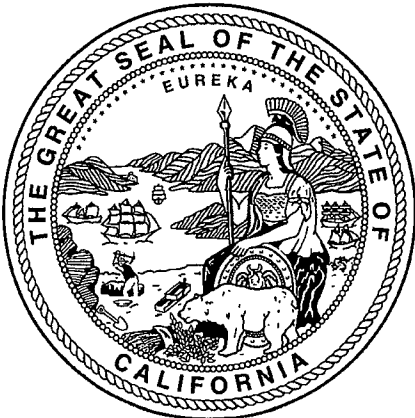
00948215

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 4 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JAN 13 2009

A handwritten signature in cursive script that reads "Debra Bowen".

DEBRA BOWEN
Secretary of State

00948215
200901210031

LLC-1A File #



State of California
Secretary of State

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JAN - 9 2009

LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION - CONVERSION

IMPORTANT — Read all instructions before completing this form.

This Space For Filing Use Only

CONVERTED ENTITY INFORMATION

1. NAME OF LIMITED LIABILITY COMPANY (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

S & S HAWAII B.B.Q., LLC

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

3. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY (Check only one)

ONE MANAGER

MORE THAN ONE MANAGER

ALL LIMITED LIABILITY COMPANY MEMBER(S)

4. MAILING ADDRESS OF THE CHIEF EXECUTIVE OFFICE

CITY

STATE ZIP CODE

18472 E. COLIMA ROAD, #202,

ROWLAND HEIGHTS

CA 91748

5. NAME OF AGENT FOR SERVICE OF PROCESS (Item 5: Enter the name of the agent for service of process. The agent may be an individual residing in California or a corporation that has filed a certificate pursuant to California Corporations Code section 1505. Item 6: If the agent is an individual, enter the agent's business or residential address in California. Item 7: If the converting entity is a California limited partnership, enter the mailing address of the individual or corporate agent. Check the box and omit the mailing address if the agent's mailing address is the same as the address in item 6.)

JOSHUA LIANG

6. IF AN INDIVIDUAL, ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CA

CITY

STATE ZIP CODE

19811 E. COLIMA ROAD, #200,

WALNUT,

CA 91789

7. MAILING ADDRESS OF AGENT FOR SERVICE OF PROCESS

CITY

STATE ZIP CODE

THE MAILING ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IS THE SAME AS THE AGENT'S BUSINESS OR RESIDENTIAL ADDRESS IN ITEM 6.

CONVERTING ENTITY INFORMATION

8. NAME OF CONVERTING ENTITY

S & S HAWAII B.B.Q., INC.

9. FORM OF ENTITY

S CORPORATION

10. JURISDICTION

CALIFORNIA

11. CA SECRETARY OF STATE FILE NUMBER, IF ANY

2397858

12. THE PRINCIPAL TERMS OF THE PLAN OF CONVERSION WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, PROVIDE THE FOLLOWING FOR EACH CLASS:

STATE THE CLASS AND NUMBER OF OUTSTANDING INTERESTS ENTITLED TO VOTE AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS

COMMON STOCKS / 340,000

100%

ADDITIONAL INFORMATION

13. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

14. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

JANUARY 1, 2009

DATE

SIGNATURE OF AUTHORIZED PERSON

JOSHUA LIANG / CEO, CFO, SECRETARY

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

LLC-1A (REV 01/2008)

APPROVED BY SECRETARY OF STATE

**ATTACHMENT TO LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION OF
S & S HAWAII B.B.Q., LLC**

13A. Restrictions on Transfer and Admission of a New Member.

The members may admit to the limited liability company one or more additional members who will participate in the profits, losses, available cash flow, and ownership of the assets of the limited liability company on such terms as are in accordance with the Operating Agreement. Notwithstanding the foregoing, the admission of any such additional member or members shall require the consent of members then having a majority of the non-transferred profits of the limited liability company. The transfer of any membership interest shall require the approval of the member having a majority of the non-transferred profits.

13B. Dissolution and Continuity.

The limited liability company shall be dissolved upon the occurrence of any of the following events:

- a. By the unanimous written agreement of all members; or
- b. Upon the death, withdrawal, resignation, expulsion, bankruptcy, or dissolution of a member or occurrence of any other event which terminates the continued membership of a member in the limited liability company, unless the business of the limited liability company is continued by the consent of the remaining members (if more than one) holding a majority-in-interest as provided in Sub-Article 7C below, or
- c. By entry of a decree of judicial dissolution pursuant to California Corporate Code 17351.

13C. Right to Continue Business by Consent of Majority-In-Interest.

Upon the death, withdrawal, resignation, withdrawal, expulsion or dissolution of a member, adjudication of a member as a bankrupt or incompetent or occurrence of any other event which terminates the continued membership of a member in this limited liability company, the remaining members (if more than one) holding a majority-in-interest shall have the right to continue the business of the limited liability company.

13D. Nature of Membership Interest.

The interest of each member of this limited liability company constitutes the personal estate of that member, and may be transferred or assigned as provided in the Operating Agreement. However, if all of the other members of this limited liability company, other than the member proposing to dispose of his, her or its interests, do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the member's interest shall have no right to participate in the management of the business and affairs of this limited liability company or to become a member. The transferee shall be entitled to receive only the share of profits or other compensation by way of income and the return of contributions to which that member would otherwise be entitled and shall hold only an economic interest.

13E. Regulation of Business and Affairs.

The business and affairs of this limited liability company shall be regulated by an Operating Agreement between the limited liability company and its members, which agreement shall in writing and consistent with the legal requirements and provisions of the Beverly-Killea Limited Liability Company Act and these Articles of Organization including all amendments thereto.

13F. Indemnifications.

The limited liability company may indemnify an individual made a party to a proceeding because he or she is or was a manager, member, officer, employee or agent of the limited liability company against judgments, settlements, penalties, or expenses of any kind incurred as result of action in that capacity if, acting as a manager, he or she has fulfilled all fiduciary duties owed to the limited liability company and to its members, and regardless of the position held, he or she conducted himself or herself in good faith, he or she reasonably believed that his or her conduct was in or at least not opposed to the best interests of the limited liability company and, in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

The limited liability company may also provide indemnification of an individual with respect to his or her conduct as an administrator or advisor to an employee benefit plan maintained by the limited liability company if the individual reasonably believed his or her conduct to be in the interests of the participants in and beneficiaries of the plan.

The indemnification of expenses permitted herein shall only be authorized if at all by written Operating Agreement and any other agreements approved by all of the members. The Articles of Organization shall not be interpreted to limit in any manner the right to the indemnification, the power of the limited liability company to purchase any insurance or to provide for the advancement of expenses of an individual who would otherwise be entitled thereto.

In addition to the foregoing, the limited liability company shall indemnify and save the organizer harmless for all acts taken by her as organizer of the limited liability company and shall pay all costs and expenses incurred by or imposed upon her as a result of the same, including her compensation based upon the usual charges for any time expenditures required of her in pursuit of defense against any liability arising on the account of acting as organizer or arising on the account of enforcing the indemnification right hereunder, and the limited liability company releases her from all liability or any such act as organizer not involving willful or grossly negligent misconduct.

13G. Amendments.

Amendments to the Articles of Organization of the limited liability company shall be adopted in accordance with the Operating Agreement or with the consent of all the members but in no event shall the Articles of Organization be amended by a vote of less than a majority in interest of the members.

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