

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KAUAI COFFEE COMPANY, INC.		03/29/2011	CORPORATION: HAWAII
RECEIVING PARTY DATA			
Name:	KAUAI COFFEE COMPANY, LLC		
Street Address:	1370 Progress Road		
City:	Suffolk		
State/Country:	VIRGINIA		
Postal Code:	23434		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2604351	KAUAI COFFEE	
Registration Number:	2516061		
Registration Number:	2183733	KAUAI COFFEE	
CORRESPONDENCE DATA			
Fax Number:	(757)473-0395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(757) 473-5393		
Email:	amarino@williamsmullen.com		
Correspondent Name:	Amy G. Marino		
Address Line 1:	Williams Mullen, c/o IP Docketing		
Address Line 2:	222 Central Park Avenue, Suite 1700		
Address Line 4:	Virginia Beach, VIRGINIA 23462-3035		
ATTORNEY DOCKET NUMBER:	060958.0001		
NAME OF SUBMITTER:	Amy G. Marino		

OP \$90.00 2604351

900190492

**TRADEMARK
 REEL: 004530 FRAME: 0565**

Signature:	/Amy G. Marino/
Date:	04/28/2011
Total Attachments: 5 source=KAUAI Assignment#page1.tif source=KAUAI Assignment#page2.tif source=KAUAI Assignment#page3.tif source=KAUAI Assignment#page4.tif source=KAUAI Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and entered into as of March 29, 2011, by and between KAUAI COFFEE COMPANY, LLC, a Delaware limited liability company ("Assignee"), and KAUAI COFFEE COMPANY, INC., a Hawaii corporation ("Assignor").

WHEREAS, Assignor is the owner of the marks shown on Schedule A hereof (collectively, the "Marks"); and

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement dated December 21, 2010 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey and assign certain assets of Assignor, including the Marks, and Assignee has agreed to purchase such assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign all of the right, title and interest in and to the Marks to Assignee in accordance with the terms and conditions set forth herein and therein.

NOW, THEREFORE, in consideration of the covenants herein, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor does hereby sell, convey, transfer, assign, and deliver unto Assignee, for the benefit of Assignee, its successors and assigns, the entire right, title and interest in, to, and under the Marks, as used in connection with the goods and services listed in the registrations on Schedule A, and in and to the goodwill associated with the Marks for Assignee's own use and benefit and for the use and benefit of its successors, assigns, or other legal representatives, together with all claims for damages for past infringement of said Marks, with the

right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives.

2. Cooperation. Assignor agrees that it will cooperate fully in and will execute and deliver any and all other documents, papers, forms and authorizations and take any and all other actions that may be necessary or desirable for transferring to Assignee all right, title and interest in and to the Marks.

3. Authority. Each of the undersigned represents and warrants that he is duly and validly authorized to execute this Assignment.

4. Entire Agreement. This Assignment and the Purchase Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understanding and negotiations, both oral and written, between the parties with respect to the subject matter of this Assignment. This Assignment may not be modified except by means of a writing signed by both parties.

5. Binding Effect. This Assignment is binding on and will inure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts. This Assignment may be executed in multiple counterparts (including by facsimile or pdf), all of which shall be executed and delivered as an original and all of which together shall constitute one and the same instrument.

7. Governing Law. This Assignment shall be interpreted, construed and enforced in accordance with the laws of the State of Hawaii, without regard to conflict of law principles.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR

KAUAI COFFEE COMPANY, INC., a Hawaii corporation

By: Wayne Katayama
Name: Wayne Katayama
Its: President

and

By: Alyson D. Nakamura
Name: Alyson D. Nakamura
Its: Secretary

ASSIGNEE

KAUAI COFFEE COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: Lawrence L. Quier
Its: Chief Operating Officer and Chief Financial Officer

and

By: _____
Name: John E. Boyle
Title: Chief Operating Officer

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR

KAUAI COFFEE COMPANY, INC., a Hawaii corporation


By: _____
Name: Wayne Katayama
Its: President

and

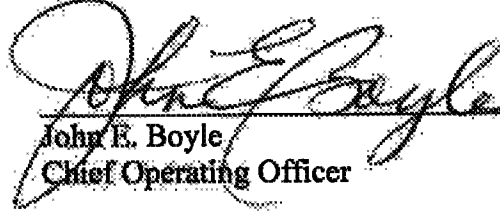
By: _____
Name: Alyson J. Nakamura
Its: Secretary

ASSIGNEE



KAUAI COFFEE COMPANY, LLC,
a Delaware limited liability company

By:  _____
Name: Lawrence L. Quier
Its: Chief Operating Officer and Chief Financial Officer

and

By:  _____
Name: John E. Boyle
Title: Chief Operating Officer

SCHEDULE A

TRADEMARK	Country or State	Name of Registrant	Date of Registration	Date of Expiration	Reg. No./ Certificate No.
Hula Girl Design 	U.S.	Kauai Coffee Company, Inc.	12/11/01	12/11/11	2,518,081
Kauai Coffee (stylized) 	U.S.	Kauai Coffee Company, Inc.	8/25/98	8/25/18	2,183,733
"Kauai coffee" disclaimed Kauai Coffee (word mark) Sec. 2(f); "coffee" disclaimed	U.S.	Kauai Coffee Company, Inc.	8/6/02	8/6/12	2,604,351