

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
Kahala Franchise Corp.		01/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kahala Franchising, L.L.C.		
Street Address:	9311 E. Via de Ventura		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85258		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3562858	SUPER STACKED	
Registration Number:	3730204	AMERICA'S SUB SHOP	
CORRESPONDENCE DATA			
Fax Number:	4803624816		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	rmitchell@kahalamgmt.com		
Correspondent Name:	Renee Mitchell		
Address Line 1:	9311 East Via de Ventura		
Address Line 4:	Scottsdale, ARIZONA 85258		
NAME OF SUBMITTER:	Renee Mitchell		
Signature:	/Renee Mitchell/		
Date:	01/30/2013		
Total Attachments: 3 source=2011-01-01 Kahala Franchise Corp- Kahala Franchising LLC - Assignment#page1.tif source=2011-01-01 Kahala Franchise Corp- Kahala Franchising LLC - Assignment#page2.tif source=2011-01-01 Kahala Franchise Corp- Kahala Franchising LLC - Assignment#page3.tif			

OP \$65.00 3562858

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is made effective as of January 1, 2011 ("Effective Date"), by and between KAHALA FRANCHISE CORP., a Delaware corporation ("ASSIGNOR"), and KAHALA FRANCHISING, L.L.C., an Arizona limited liability company ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademarks listed in "Exhibit A", attached hereto and incorporated by reference herein (individually and collectively, "Marks"), together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Marks are used.

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks; and

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR's rights, title, and interest in and to the Marks and the goodwill symbolized thereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby irrevocably sells, assigns, transfers, and conveys to ASSIGNEE all of its right, title, and interest in and to the Marks, as well as ASSIGNOR's right, title, and interest of every kind and character throughout the world, including, without limitation, all federal, state, foreign, statutory and common law and other rights and all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing), together with the goodwill of the business associated with the Marks, the same to be held and enjoyed by ASSIGNEE, its successors, assigns, and other legal representatives.

ASSIGNOR further assigns to ASSIGNEE all rights to sue for and receive all damages accruing from past, present, and future infringements or misappropriations of the Marks herein assigned.

This Assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with, or under their direction, and all those in privity therewith.


ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in and to the Marks.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

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

ASSIGNOR:

KAHALA FRANCHISE CORP., a Delaware corporation


By: 

Name: David Guarino

Its: President, Secretary and Treasurer

ASSIGNEE:

KAHALA FRANCHISING, L.L.C., an Arizona limited liability company

By: 

Name: David Guarino

Its: President, Secretary and Treasurer

EXHIBIT A

Schedule of Trademarks and Intellectual Property

<u>TRADEMARK/ SERVICEMARK</u>	<u>SERIAL No./ REG. No.</u>	<u>STATUS</u>	<u>FILING DATE/ REGISTRATION DATE</u>
SUPER STACKED	3,562,858	Registered	January 13, 2009
AMERICA'S SUB SHOP	3,730,204	Registered	December 22, 2009