

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kona University, Inc.		01/25/2014	CORPORATION: HAWAII
RECEIVING PARTY DATA			
Name:	Advanced Neuro Dynamics, Inc.		
Street Address:	7192 Kalaniana'ole Highway, G-235		
City:	Honolulu		
State/Country:	HAWAII		
Postal Code:	96825		
Entity Type:	CORPORATION: HAWAII		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3579751	THE EMPOWERMENT PARTNERSHIP	
Registration Number:	3579750	THE EMPOWERMENT PARTNERSHIP	
Registration Number:	3579749	THE EMPOWERMENT PARTNERSHIP	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(808) 534-4412		
Email:	wmeyer@settlelaw.com		
Correspondent Name:	William G. Meyer, III		
Address Line 1:	900 Fort Street Mall, Suite 1800		
Address Line 4:	Honolulu, HAWAII 96813		
ATTORNEY DOCKET NUMBER:	153-001 JAMES		
NAME OF SUBMITTER:	William G. Meyer, III		
SIGNATURE:	/William G. Meyer, III/		
DATE SIGNED:	03/17/2014		
Total Attachments: 5			
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TRADEMARK/SERVICE MARK ASSIGNMENT AGREEMENT

25 This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), effective as of January 25, 2014, is made by and between KONA UNIVERSITY, INC., whose address is 75-6099 Kuakini Highway, Kailua-Kona, Hawaii 96740 ("Assignor") and ADVANCED NEURO DYNAMICS, INC., a Hawaii corporation, whose address is 7192 Kalaniana'ole Highway, G-235, Honolulu, Hawaii 96825, its successors and assigns ("Assignee").

WHEREAS, Assignor conceived and created, as sole author, and has used in interstate commerce those certain Marks/Service Marks identified in Exhibit "A", which is attached hereto and incorporated herein by this reference (all of which are collectively called the "Marks"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to those certain federal trademark registrations, Registration Nos. 3,579,751, 3,579,750, and 3,579,749, in connection with the Marks (the "Registrations"); and

WHEREAS, Assignor owns and controls all goodwill symbolized and represented by the Marks; and

WHEREAS, Assignor, as Licensor has entered into various trademark license agreements pursuant to the terms of which certain third parties have been granted the limited right to use the Marks which License Agreements (collectively the "Licenses") are more particularly identified in Exhibit "B" attached hereto; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks, the Registrations, the goodwill of business symbolized by the Marks, and the Licenses and Assignor is willing to assign and transfer to Assignee all of the same;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. ASSIGNMENT. Assignor hereby grants, bargains, sells, conveys and assigns to Assignee all of Assignor's right, title and interest in and to the Marks, the Registrations and the Licenses, together with the goodwill of business symbolized by the Marks. The Assignment herein includes the maintenance and continuity of goodwill associated with products and services as symbolized by and appurtenant to the Marks, and any labels, advertising and promotional releases and all other materials displaying the Marks. Assignee shall have the exclusive right to obtain and maintain all registrations of the Marks and all renewals, extensions and Declarations of Use in connection therewith, throughout the world in the sole name of Assignee, its successors or assignees, along with all claims and rights to sue for past, present and future infringements. The rights being assigned comprise all trademark rights in the Marks of every kind, nature and description, including, but not limited to the right to: (a) use, display or exploit the Marks in conjunction with any goods and services; (b) maintain the continuity of the products and/or services presently symbolized by the Marks; (c) sell, license or otherwise control the Marks; and (d) abandon the use of the Marks.

2. **COOPERATION.** Assignor agrees to fully cooperate with Assignee and its representatives in executing any additional documents and taking any additional action that may be required for effecting and recording the Assignment made herein at the United States Patent and Trademark Office or elsewhere and/or for obtaining trademark registrations. Such action includes, but is not limited to, providing to Assignee all materials in Assignor's possession that evidence the Marks. Assignor shall provide Assignee at its address stated above, the foregoing materials within fifteen (15) calendar days of the date of this Agreement. Assignor also hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact to execute, acknowledge and deliver any documents which Assignee deems necessary to carry out the intent of this Agreement. Such power of attorney is coupled with an interest and is irrevocable.

3. **REPRESENTATIONS AND WARRANTIES.** Assignor acknowledges, represents and warrants that: (a) Assignor's assignment herein shall not violate the rights, common law or otherwise, of any other person, corporation or other entity; (b) Assignor is free to make the present assignment of the Marks and the goodwill symbolized thereby, and the rights related to the Marks as described in this Agreement; and (c) the Licenses are valid and subsisting.

4. **NO MODIFICATION.** No terms, provisions, or conditions of this Agreement may be modified, altered, amended, changed, or extended in any way without an amendment to this Agreement signed by Assignor and Assignee.

5. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by United States federal and Hawaii State laws. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state or federal court of competent jurisdiction in Honolulu, Hawaii.

6. **SEVERABILITY.** In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

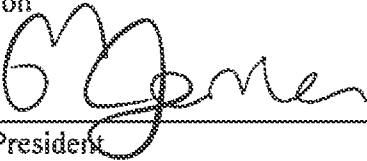
7. **HEADINGS OF PARAGRAPHS.** The headings of paragraphs and subparagraphs herein are inserted only for convenience and reference and shall in no way define, limit or describe the scope or intent of any provision of this Agreement.

8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto and neither of the parties shall be bound by any promises, representations, or agreements except as are herein expressly set forth.

9. **COUNTERPARTS.** The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument, binding all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate, unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

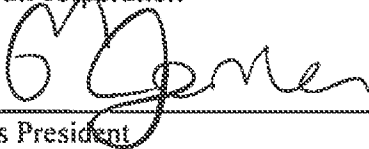
10. THIS AGREEMENT shall inure to the benefit of and is binding upon the parties hereto and their respective successors and assigns. The undersigned represent that they are duly authorized to execute this Assignment on behalf of the parties and have caused this Agreement to be executed and made effective as of the date first written above.

KONA UNIVERSITY, INC., a Hawaii corporation

By: 
Its President

“Assignor”

ADVANCED NEURO DYNAMICS, INC., a Hawaii corporation

By: 
Its President

“Assignee”

EXHIBIT "A"

TRADEMARK/SERVICE MARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>CLASS</u>	<u>GOODS/SERVICES</u>
THE EMPOWERMENT PARTNERSHIP (AND DESIGN)	3579751	February 24, 2009	009	Digital media, namely, CDs and DVDs featuring self-improvement
THE EMPOWERMENT PARTNERSHIP (AND DESIGN)	3579750	February 24, 2009	016	Printed materials, namely, books relating to self-improvement, and printed instructional, educational and teaching materials relating to self-improvement
THE EMPOWERMENT PARTNERSHIP (AND DESIGN)	3579749	February 24, 2009	041	Educational services, namely, conducting classes and seminars in the field of self-improvement

EXHIBIT "B"
{Identify Licenses}

N/A

{00205560 }