

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Long Stay Inc.		05/14/2014	CORPORATION: HAWAII
RECEIVING PARTY DATA			
Name:	Long Stay Foundation		
Street Address:	1-14-1 TORANOMON, MINATO-KU		
Internal Address:	1F YUSEI FUKUSHI KOTOHIRA BUILDING		
City:	TOKYO		
State/Country:	JAPAN		
Postal Code:	105-0001		
Entity Type:	Japanese Incorporated Foundation: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3927274	LONG STAY	
CORRESPONDENCE DATA			
Fax Number:	8085358056		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8085297300		
Email:	smm@m4law.com		
Correspondent Name:	Shaun Mukai		
Address Line 1:	P.O. Box 2800		
Address Line 4:	Honolulu, HAWAII 96803-2800		
DOMESTIC REPRESENTATIVE			
Name:	Hawaii Registered Legal Agent, Inc.		
Address Line 1:	PO Box 2800		
Address Line 4:	Honolulu, HAWAII 96803		
NAME OF SUBMITTER:	Shaun M. Mukai		
SIGNATURE:	/Shaun M. Mukai/		
DATE SIGNED:	05/28/2014		
Total Attachments: 6			
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TRADEMARK

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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** ("Agreement") is entered into effective as of May 14, 2014, by and between **LONG STAY INC.**, a Hawaii corporation ("Assignor"), and **LONG STAY FOUNDATION**, a Japanese incorporated foundation ("Assignee").

I. RECITALS:

A. Assignor and Assignee have entered into that certain Settlement and Mutual Release Agreement, dated as of May 5, 2014 (the "**Settlement Agreement**"), by and among Assignor, Assignee, Myland Hawaii Realty, Ltd., formally known as Long Stay Service Hawaii, Ltd., a Hawaii corporation, dba Long Stay Realty and Long Stay Service Group, Hideo Mita, Kazuhiko Udagawa, Hitoshi Kondo, Keichi Kojima, Isao Segawa, OG Travel Co., Ltd., incorrectly identified as Sumikae Service, Co., Ltd., formally known as Long Stay Service Co., Ltd., a Japanese corporation, and OGI Holdings., Ltd.

B. In consideration of Assignee's performance of its obligations and covenants under the Settlement Agreement, Assignor has agreed to assign the Marks (as defined in Section 1 herein) to Assignee.

II. AGREEMENT:

In consideration of the Recitals set forth hereinabove, which by this reference are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer of Marks. Subject to the terms and conditions contained in that certain license agreement, a form of which has been negotiated by and between Assignor and Assignee and attached to the Settlement Agreement and would be simultaneously entered into and executed by Assignor and Assignee ("License Agreement"), Assignor hereby transfers and assigns to Assignee, free and clear from any and all liens, security interests, and other encumbrances, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under Assignor's registered and unregistered, domestic service marks, trademarks, and trademark applications used by Assignor, including without limitation, the service marks, trademarks, and United States trademark registrations listed on Exhibit A attached hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks"), together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Agreement, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made.

2. Further Actions. At the request of Assignee, Assignor agrees to execute and deliver further instruments of transfer and assignment and take such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in Assignee each of the Marks.

3. Binding Effect. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of Assignor and Assignee.

4. Representations.

(a) Each individual executing this Agreement on behalf of either Assignor or Assignee expressly represents and warrants that he or she has authority to do so and shall thereby bind such party on behalf of which he or she signs, to the terms of this Agreement.

(b) Except for Assignor's license with Condel, Inc., a Hawaii corporation, Assignor hereby represents and warrants as of the date of this Agreement that: (i) Assignor has never granted any license or right to use the Marks to any third party and (ii) Assignor has never received any Claims (as defined in Section 5 hereof) in relation to the Marks from any third party.

5. Indemnification. Each party to this Agreement (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party (the "Indemnified Party") and the Indemnified Party's partners, directors, officers, members, supporting members, and their respective employees, agents and assigns from and against any and all damages, losses, claims, demands, suits, proceedings, judgments, losses or expenses (including, without limitation, attorneys' fees reasonably incurred) of any nature whatsoever (whether based on tort, breach of contract, product liability, patent or copyright infringement, or otherwise) (collectively, the "Claims") arising directly or indirectly from or out of any breach by the Indemnifying Party of any of its covenants, obligations, representations, and/or warranties under this Agreement.

6. No Party Deemed Drafter. Assignor and Assignee have each carefully reviewed this Agreement with their respective counsel, and has negotiated the terms and provision of this Agreement to its satisfaction, and each agrees that any rules of construction to the effect that ambiguities shall be resolved against the drafting party shall not apply to the interpretation of this Agreement.

7. Attorneys' Fees. If either Assignor or Assignee retains counsel for the purpose of enforcing or preventing the breach of any provision hereof, including, but not limited to, instituting any action or proceedings to enforce any provision hereof, for damages by reason of any alleged breach of any provision of this Agreement, for a declaration of such party's rights or obligations hereunder or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the other party for all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees for the services rendered to such prevailing party.

8. Entire Agreement. The Settlement Agreement, this Agreement, and the License Agreement embody the entire agreement of Assignor and Assignee with respect to the subject

matter hereof, and supersede and cancel any and all other prior oral or written agreements and/or understandings between Assignor and Assignee with respect to the subject matter hereof.

9. Section Headings. The section headings included in this Agreement are for convenience only and do not in any way limit, alter, or affect the matters contained in this Agreement or the sections that they encaption.

10. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the validity and enforceability of the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be thereby affected.

11. Pronouns. Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa, and the plural shall be substituted for the singular number or vice versa in any place or places in which the context may require such substitution or substitutions.

12. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii without giving effect to the principles of conflicts of laws thereof.

13. Execution in Counterparts. This Agreement 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 on the parties hereto, notwithstanding such parties are not signatories to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Agreement, duplicate, unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

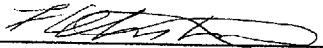
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IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignor:

LONG STAY INC.,
a Hawaii corporation

By:


Name: Shinsuke Otsuka
Title: President

Assignee:

LONG STAY FOUNDATION,
a Japanese incorporated foundation

By:

Name: Ryuji Funayama
Title: Chairman

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignor:

LONG STAY INC.,
a Hawaii corporation

By: _____

Name: Shinsuke Otsuka
Title: President

Assignee:

LONG STAY FOUNDATION,
a Japanese incorporated foundation

By: _____

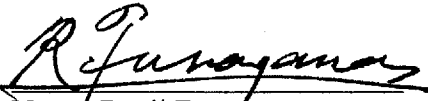

Name: Ryuji Funayama
Title: Chairman

EXHIBIT A

“Long Stay” and its Japanese language transliteration “rongusutei” (ロングステイ) which have been registered in the United States Trademark and Patent Office (Registration No. 3,927,274) in International Class 39 on March 8, 2011