

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maui Wowi, Inc.		11/02/2015	CORPORATION: COLORADO
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: 4			
Property Type	Number	Word Mark	
Registration Number:	3147091	MAUI WOWI	
Registration Number:	3150463	MAUI WOWI	
Registration Number:	3351418	MAUI WOWI HAWAIIAN COFFEES & SMOOTHIES	
Registration Number:	1923970	MAUI WOWI	
CORRESPONDENCE DATA			
Fax Number:	4803624816		
<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:	4803624800		
Email:	rlmitchell@kahalamgmt.com		
Correspondent Name:	Kahala Management, LLC		
Address Line 1:	9311 E Via De Ventura		
Address Line 4:	Scottsdale, ARIZONA 85258		
ATTORNEY DOCKET NUMBER:	MAUI WOWI		
NAME OF SUBMITTER:	Renee Mitchell		
SIGNATURE:	/Renee Mitchell/		
DATE SIGNED:	11/25/2015		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is made effective as of November 2, 2015 ("Effective Date"), by and between Maui Wowi, Inc., a Colorado corporation, Maui Wowi International, Inc., a Colorado corporation and Maui Wowi Franchising, Inc., a Colorado corporation (collectively, "ASSIGNOR"), and Kahala Franchising, L.L.C., an Arizona limited liability company ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademark registrations, applications and renewals (collectively, "Marks") as described in "Exhibit A", attached hereto and incorporated herein by reference, together with the goodwill of the business symbolized thereby in connection with the goods and services with 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.

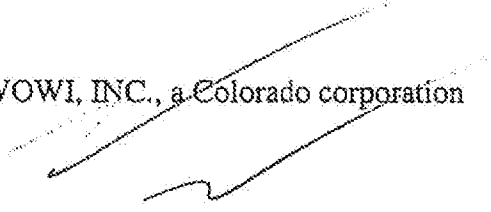
ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in and to the Marks.

[SIGNATURE PAGE FOLLOWS]

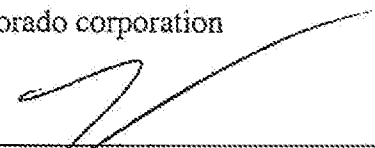
IN WITNESS WHEREOF each party, by and through its authorized representative having full power and authority to enter into and bind his or her respective party to the terms of and obligations contained in this Assignment without further consent or authorization of any kind, have duly executed and delivered this Assignment Agreement as of the Effective Date.

ASSIGNOR:


MAUI WOWI, INC., a Colorado corporation

By: 
Mike Weinberger
Its: Chief Executive Officer

MAUI WOWI INTERNATIONAL, INC., a
Colorado corporation

By: 
Mike Weinberger
Its: Chief Executive Officer

MAUI WOWI FRANCHISING, INC., a Colorado
corporation

By: 
Mike Weinberger
Its: Chief Executive Officer

ASSIGNEE:

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

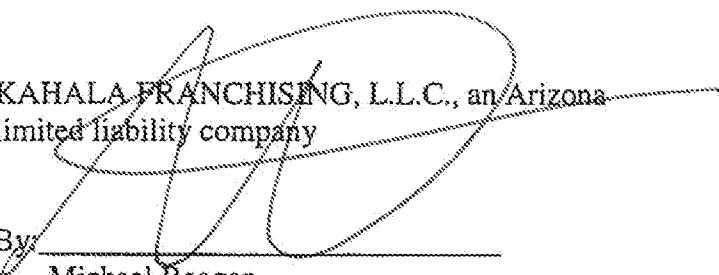

By: 
Michael Reagan
Its: Executive Vice President & General Counsel of its
Sole Member

EXHIBIT A

Schedule of Trademarks

TRADEMARK	REGISTRATION/ APPLICATION NUMBER	COUNTRY REGISTERED	REGISTRATION DATE	STATUS
MAUI WOWI	3147091	United States	September 26, 2006	Registered
MAUI WOWI	3150463	United States	October 3, 2006	Registered
	3351418	United States	December 11, 2007	Registered
MAUI WOWI	1923970	United States	October 3, 1995	Registered