

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388767

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinkberry, Inc.		04/15/2016	Corporation:
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: 15			
Property Type	Number	Word Mark	
Serial Number:	86808542	PINKBEE'S	
Registration Number:	4585086	PINKCARD	
Registration Number:	4086210	SWIRLY WHIP	
Registration Number:	3302143	PINKBERRY	
Registration Number:	3728442	PINKBERRY	
Registration Number:	4376685	GOODNESS EVERY DAY	
Registration Number:	3672070		
Registration Number:	4060337		
Registration Number:	3426707	SWIRLY GOODNESS	
Registration Number:	3461027		
Registration Number:	4407225		
Registration Number:	4510971	PINKBERRY	
Registration Number:	4510970	PINKBERRY	
Registration Number:	3460702	PINKBERRY	
Registration Number:	3460697	PINKBERRY	
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>			

OP \$390.00 86808542

TRADEMARK

Email: jmoody@kahalamgmt.com
Correspondent Name: Jenny Moody
Address Line 1: 9311 E. Via de Ventura
Address Line 4: Scottsdale, ARIZONA 85258

NAME OF SUBMITTER: Jenny Moody

SIGNATURE: /Jenny Moody/

DATE SIGNED: 06/21/2016

Total Attachments: 3

source=160415 - Pinkberry Assignment#page1.tif

source=160415 - Pinkberry Assignment#page2.tif

source=160415 - Pinkberry Assignment#page3.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made effective as of April 15, 2016 ("Effective Date"), by and between PINKBERRY, INC., a California corporation, ("ASSIGNOR"), and KAHALA FRANCHISING, L.L.C., an Arizona limited liability company ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademark registrations and applications, including, without limitation, all renewals, extensions or common law rights therein, (individually and collectively, "Marks") as described in "Exhibit A," attached hereto and incorporated in this Assignment 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 goodwill of the business symbolized thereby; 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 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 respective authorized representative, who each have full authority and consent, without further approval of any kind, to execute and bind his or her respective party to the obligations set forth in this Assignment, have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

PINKBERRY, INC., a California corporation

By:  _____

Name: Michael Serruya

Its: Chief Executive Officer of its ultimate member

ASSIGNEE:



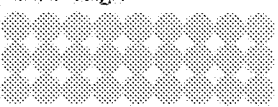




KAHALA FRANCHISING, L.L.C.,
an Arizona limited liability company

By:  _____

Name: Jeff Smit

Its: Chief Operating Officer of its sole member

EXHIBIT A
Schedule of Trademarks

Trademark	Application #	Registration #	Country	Registration Date	Status
PINKCARD	85/734,471	4,585,086	UNITED STATES	08/12/2014	REGISTERED
PINKBEE'S	86/808,542		UNITED STATES		PENDING
SWIRLY WHIP	85/140,986	4,086,210	UNITED STATES	01/17/2012	REGISTERED
PINKBERRY design (color) 	78/876,477	3,728,442	UNITED STATES	12/22/2009	REGISTERED
PINKBERRY	78/876,538	3,302,143	UNITED STATES	10/02/2007	REGISTERED
Swirl Logo 	77/602,289	3,672,070	UNITED STATES	08/25/2009	REGISTERED
GOODNESS EVERY DAY	77/726,794	4,376,685	UNITED STATES	07/30/2013	REGISTERED
Dots Design 	77/552,790	4,060,337	UNITED STATES	11/22/2011	REGISTERED
Swirl design (color) 	77/283,994	3,461,027	UNITED STATES	07/08/2008	REGISTERED
PINKBERRY	77/205,559	3,460,697	UNITED STATES	07/08/2008	REGISTERED
SWIRLY GOODNESS	77/301,738	3,426,707	UNITED STATES	05/13/2008	REGISTERED
Swirl design (color) 	77/282,917	4,407,225	UNITED STATES	09/24/2013	REGISTERED
PINKBERRY design (color) 	77/277,130	4,510,971	UNITED STATES	04/08/2014	REGISTERED
PINKBERRY	77/277,124	4,510,970	UNITED STATES	04/08/2014	REGISTERED
PINKBERRY design (color) 	77/205636	3,460,702	UNITED STATES	07/08/2008	REGISTERED