

01/30/2017



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To the Director of the U. S. Patent and Trademark Office: please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MELIN LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 8, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ALOHAT, LLC

Street Address: 10 FARADAY

City: IRVINE

State: CALIFORNIA

Country: USA Zip: 92618

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

(SEE ATTACHED)

B. Trademark Registration No.(s)

(SEE ATTACHED)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

(SEE ATTACHED)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: SCOTT W. DAVIDSON

Internal Address: _____

Street Address: 805 SW BROADWAY
SUITE 2440

City: PORTLAND

State: OR Zip: 97205

Phone Number: (503) 419-3000

Docket Number: _____

Email Address: SDAVIDSON@WHITE-SUMMERS.COM

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Signature

SCOTT W. DAVIDSON

Name of Person Signing

Date

JANUARY 20, 2017

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A**ASSIGNED TRADEMARKS**

Trademark	Country	Date of Registration	International Class	Status	Application Number	Registration Number
MELIN (DESIGN)	Australia	6/3/14	25	Registered	A0043052	1636470
MELIN (DESIGN)	Brazil		25	Pending	840649070	
MELIN (DESIGN)	Canada	11/28/14	25	Registered	1678392	1.143.396
MELIN (DESIGN)	Chile	11/28/14	25	Registered	1.114.835	1.143.396
MELIN (DESIGN)	China	6/3/14	25	Rejected. Due to prior registration for MELIEN in Int'l Class 25.	A0043052	1210345
MELIN (DESIGN)	Columbia	6/3/14	25	Registered	A0043052	1210345
MELIN (DESIGN)	Dominican Republic	9/15/14	25	Registered	2014-15394	214684
MELIN (DESIGN)	European Union (Austria, Benelux (Belgium, the Netherlands and Luxembourg), Bulgaria, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom)	1/22/14	25	Registered	012131264	012131264
MELIN (DESIGN)	Hong Kong	NA	25	Abandoned. Application rejected due prior MELIN TM registration.	303029382	NA
MELIN (DESIGN)	Japan	2/28/14	25	Registered	2013-070991	5652527
MELIN (DESIGN)	Korea	1/19/15	25	Registered	40-2-14-25552	40-1082436
MELIN (DESIGN)	Mexico	6/3/14	25	Abandoned. Rejected due to prior melin registration in Mexico.	A0043052	1210345
MELIN (DESIGN)	Philippines	6/19/14	25	Registered	4-2013-011020	4-2013-011020
MELIN (DESIGN)	Taiwan	1/16/15	25	Registered with Co Existence Agreement executed by parties and filed with Taiwan TM office.	102051050	1687477
MELIN (DESIGN)	Thailand		25	Pending	1045674	
MELIN	United Arab Emirates		25	Pending		

[Exhibit A]

MELIN (DESIGN)	United States	11/8/11	25	Registered	85019325	4053705
MELIN LOGO ONLY DESIGN	United States	12/22/15	25	Registered	86629477	4873926
MELIN WORD ONLY	United States	12/22/15	25	Registered	86629447	4,873,923
LVLS	LVLS	8/12/14	18 & 25	Registered	86095507	4586092
THIS IS EARNED	This Is Earned		25	Abandoned. No specimens provided for statement of use. Application subject to reinstatement. Published April 14, 2015. Opposition Date May 14, 2015.	86450103	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment"), dated as of November 8, 2016, is made by Melin LLC, a Delaware limited liability company (the "Assignor"), to ALOHAT, LLC, an Oregon limited liability company (the "Assignee"). Reference is made to that certain Asset Purchase Agreement, dated as of November 4, 2016 (the "Purchase Agreement"), by and among Assignor, Assignee, Brian McDonell, Corey Roth, and OluKai, LLC, an Oregon limited liability company. Capitalized terms used and not defined herein shall have the respective meanings attributed to them in the Purchase Agreement.

WHEREAS, the Assignor desires to assign to the Assignee, pursuant to and in accordance with the terms of the Purchase Agreement, the registered trademarks set forth on Exhibit A hereto (the "Assigned Trademarks"), in the jurisdictions to which they relate; and

WHEREAS, the Assignee desires to acquire the Assignor's entire worldwide right, title and interest in and to the Assigned Trademarks, and the Assignor is willing to assign the Assigned Trademarks to the Assignee.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. The Assignor does hereby sell, assign, transfer and convey to the Assignee its entire world wide right, title and interest in and to the Assigned Trademarks, together with the goodwill connected with and symbolized by the Assigned Trademarks, the same to be held and enjoyed by the Assignee for its own use and enjoyment and the use and enjoyment of its successors, permitted assigns or other legal representatives, to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties and payments now or hereafter due or payable with respect thereto.

2. The respective rights and obligations of the Assignor and the Assignee with respect to the Assigned Trademarks assigned and assumed hereby shall be governed by the Purchase Agreement, and this Assignment is subject to the covenants, representations, warranties and other provisions thereof. No provision in this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement and, in the event of a conflict between this Assignment and the Purchase Agreement, the parties agree that the Purchase Agreement shall control.

3. The Assignor, for itself and its successors and assigns, agrees that it will at any time and from time to time, at the reasonable request of the Assignee or its successors or assigns, execute and deliver, or cause to be executed and delivered, all such other and further instruments and take, or cause to be taken, all such other and further actions that the Assignee may reasonably request and Assignor may rightfully execute in order to more fully vest in Assignee all right, title, interest and privileges in respect of the Assigned Trademarks.

4. The Assignor hereby constitutes and appoints the Assignee the true and lawful agent and attorney in fact of the Assignor, with full power of substitution and resubstitution, in whole or in part, in the name and stead of the Assignor but on behalf and for the benefit of the Assignee and its successors and assigns, from time to time: (a) to institute and prosecute, in the name of the Assignor or otherwise, any and all proceedings at law, in equity or otherwise that the Assignee or its successors or assigns may deem proper in order to enforce any claim or right of any kind hereby assigned or transferred, or intended to so be, and (b) to do all things legally permissible, required or reasonably necessary or proper to preserve the Assigned Trademarks and to use the Assignor's name in such manner as the Assignee may reasonably deem necessary in connection with the same.

5. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors in interest, and their respective assigns.

6. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of California, without regard to the principles of conflicts of law that would result in the application of the laws of any other jurisdiction.

7. This Assignment may be amended, supplemented or modified, and any provision hereof may be waived, only pursuant to a written instrument making specific reference hereto signed by each of the parties hereto.

8. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their duly authorized representatives as of the day and year first above written.

ASSIGNOR:

MELIN LLC

By: 

Name: Brian McDonell

Title: President

ASSIGNEE:

ALOHAT, LLC

By: OluKai, LLC, its Manager

By: _____

Name: James L. Harris

Title: CEO

[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 005977 FRAME: 0495

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their duly authorized representatives as of the day and year first above written.

ASSIGNOR:

MELIN LLC

By: _____

Name: Brian McDonell

Title: President

ASSIGNEE:

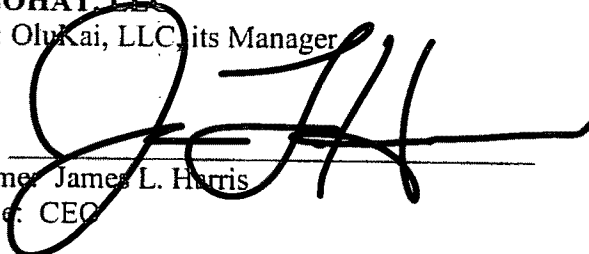
ALOHAT, LLC

By: OluKai, LLC, its Manager

By: _____

Name: James L. Harris

Title: CEO

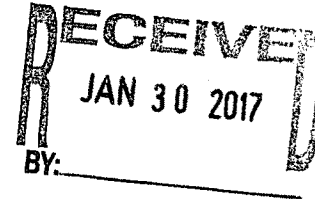
A large, stylized handwritten signature in black ink, appearing to read 'JLH', is written over the signature line and extends upwards into the 'By: OluKai, LLC, its Manager' text.



Pacific Northwest Office
805 SW Broadway, Suite 2440
Portland, Oregon 97205
Telephone: 503/419-3000 ~ Facsimile: 503/419-3001
www.white-summers.com

Writer's Direct Dial: 503/419-3004

January 20, 2017



Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Re: ALOHAT, LLC—Recording Assignment of Trademarks

Dear Director:

On behalf of our client, ALOHAT, LLC (the "Assignee"), enclosed for recordation is a completed Recordation Form Cover Sheet for Trademarks Only and a fully executed Assignment of Trademarks, dated November 8, 2016 (the "Assignment"). Pursuant to the Assignment, Assignee acquired the entire worldwide right, title and interest in the registered trademarks, service marks and/or applications therefor, more particularly described on Exhibit A of the Assignment.

Also enclosed are: (i) a check made payable to "Director of the United States Patent and Trademark Office" in the amount of \$90.00 (\$40.00 for one U.S. trademark and \$25.00 for each additional U.S. trademark) for the recording fee; (ii) a copy of this cover letter to be date stamped with the recording date; and (iii) a prepaid envelope for the recording date stamped return letter.

If you have any questions, please call me.

Very truly yours,
WHITE SUMMERS CAFFEE & JAMES, LLP

Scott W. Davidson

SWD/ab
Enclosures