

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419112

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
T S ALOHA, INC		09/07/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MOOSE, INC.		
<b>Street Address:</b>	4490 FANJUEL ST STE 217		
<b>City:</b>	SAN DIEGO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92109		
<b>Entity Type:</b>	Corporation: HAWAII		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3971607	SANDY'S BEACH GRILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8582742329		
<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>			
<b>Phone:</b>	8582747150		
<b>Email:</b>	m.linley@mooserestaurantgroup.com		
<b>Correspondent Name:</b>	MOOSE, INC.		
<b>Address Line 1:</b>	4490 FANJUEL ST STE 217		
<b>Address Line 2:</b>	c/o MICHAEL LINLEY		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92109		
<b>NAME OF SUBMITTER:</b>	Michael Linley		
<b>SIGNATURE:</b>	/Michael Linley/		
<b>DATE SIGNED:</b>	03/09/2017		
<b>Total Attachments: 1</b>			
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OP \$40.00 3971607

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement ("Assignment") is made by and between Moose, Inc., a Hawaii corporation ("Assignee") and T S Aloha, Inc., a Hawaii corporation ("Assignor").

**1. RECITALS**

- 1.1. Assignor owns and uses the mark Sandy's Beach Grill (U.S Trademark Registration No. 3971607), which is attached hereto as **Exhibit A** and fully incorporated herein (the "Mark").
- 1.2. Assignor is a member of Surf City TSP, LLC, a California limited liability company (the "Company") and has agreed to sell all of its membership interest in the Company to Assignee's wholly-owned subsidiary, Surf City Moose, Inc., which has agreed to purchase such interest in the Company on the condition that Assignor assign its rights to the Mark to Assignee.

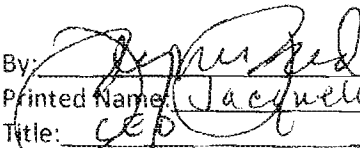
**2. AGREEMENT**

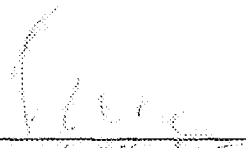
- 2.1. **Assignment.** Assignor irrevocably assigns to Assignee, in the United States and worldwide, all rights, title, and interest in and to the Mark. This includes, but is not limited to, all registration rights, all rights to prepare and use derivative marks, the goodwill of any business relating to the products and services offered or sold in connection with the Mark or for which it is registered, all past and present causes of action for infringement or dilution of the Mark, and all other rights pertaining to the Mark.
- 2.2. **Representations and Warranties.** Assignor represents and warrants to Assignee as follows:
  - 2.2.1. Assignor has the right, power, and authority to enter into this Assignment;
  - 2.2.2. Assignor is the exclusive owner of all right, title, and interest, including all intellectual property rights in the Mark and the U.S. Trademark Registration No. 3971607);
  - 2.2.3. The Mark is free of any liens, security interests, encumbrances, and there are no other licensees;
  - 2.2.4. To Assignor's actual knowledge, there are no claims, pending or threatened, with respect to Assignor's rights in the Mark.
  - 2.2.5. Assignor makes no representation or warranty as to the validity or enforceability of the Mark.
- 2.3. **Severability.** If any term, provision, covenant, or condition of this Assignment, or the application thereof of any person, place, or circumstance shall be held or judged by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Assignment, and such term, provision, or covenant as applied to other persons, places, or circumstances, shall remain in full force and effect, except as mandated by such court holding or judgment.
- 2.4. **Governing Law and Venue.** This Assignment shall be construed in accordance with, and all actions hereunder shall be governed by, the laws of the State of California and venued in the County of San Diego.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, hereto have executed this Assignment:

**ASSIGNOR**  
T S ALOHA, INC.

**ASSIGNEE**  
MOOSE, INC.

By:   
 Printed Name: Jacqueline Reed  
 Title: CEO  
 Date Signed: 9/6/16

By:   
 Printed Name: CEO of Moose, Inc.  
 Title: President  
 Date Signed: 9/7/16