

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Malama Pono, Inc.		09/30/2019	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	TS Aloha, Inc.		
Street Address:	225 Plaza Street, Suite 300		
City:	Solana Beach		
State/Country:	CALIFORNIA		
Postal Code:	92075		
Entity Type:	Corporation: HAWAII		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2425387	DUKE KAHANAMOKU'S	
CORRESPONDENCE DATA			
Fax Number:	5104511527		
<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:	510-451-3300		
Email:	mdalton@donahue.com		
Correspondent Name:	Michael J. Dalton		
Address Line 1:	1999 Harrison Street, 25th Floor		
Address Line 4:	Oakland, CALIFORNIA 94612		
ATTORNEY DOCKET NUMBER:	24199.00001		
NAME OF SUBMITTER:	Michael J. Dalton		
SIGNATURE:	/Michael J. Dalton/		
DATE SIGNED:	10/08/2019		
Total Attachments: 1			
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CH \$40.00 2425387

ASSIGNMENT OF SERVICE MARK

THIS ASSIGNMENT OF SERVICE MARK ("Assignment") made as of September 30, 2019 by Malama Pono, Inc., a Colorado corporation ("Assignor"), in favor of TS Aloha, Inc., a Hawaii corporation ("Assignee").

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the service mark DUKE KAHANAMOKU'S for restaurant services (the "Mark"). United States Patent and Trademark Office Registration No. 2425387 for the Mark on the Principal Register, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the Mark, whether arising prior to or subsequent to the date of this Assignment, 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 and in any other jurisdiction, 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 Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the principles of conflicts of laws thereof. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and may be amended only by a written agreement signed by each party that identifies itself as an amendment to this Assignment.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Service Mark as of the date first above written.

MALAMA PONO, INC.

By: 
.....
Don Love, President

Accepted:

TS ALOHA, INC.

By: 
.....
Jacqueline Reed, Chief Executive Officer