

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420499

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GEMCAP LENDING I, LLC		03/20/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PALANI FARMS LLC		
Street Address:	75-5660 Kopiko Street		
Internal Address:	Suite c7-351		
City:	New York		
State/Country:	HAWAII		
Postal Code:	96740		
Entity Type:	Limited Liability Company: HAWAII		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3731260	MOUNTAIN THUNDER	
Registration Number:	3900944	ISLAND CAFE	
Serial Number:	77750131	MOUNTAIN THUNDER	
Serial Number:	77274840	ISLAND CAFE	
CORRESPONDENCE DATA			
Fax Number:	2125865095		
<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:	2123818744		
Email:	ltauber@ctswlaw.com		
Correspondent Name:	Laurence Tauber		
Address Line 1:	420 Lexington Avenue		
Address Line 2:	Suite 2400		
Address Line 4:	New York, NEW YORK 10170		
NAME OF SUBMITTER:	Laurence Tauber		
SIGNATURE:	//Laurence Tauber//		
DATE SIGNED:	03/21/2017		
Total Attachments: 3			

OP \$115.00 3731260

source=00317229#page1.tif

source=00317229#page2.tif

source=00317229#page3.tif

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") dated as of March 20, 2017 by and between **GEMCAP LENDING I, LLC**, a Delaware limited liability company (the "Assignor"), and **PALANI FARMS LLC**, a Hawaii limited liability company (the "Assignee"). The Assignor and Assignee are collectively referred to as the "Parties".

WHEREAS, Assignor has a first perfected lien and security interest in and to the trademarks listed on Exhibit A attached hereto (collectively, the "Marks") pursuant to (i) the Trademark Collateral Assignment and Security Agreement executed by Tradewind Property Venture Group Ltd. in favor of Assignor dated as of September 28, 2011 and filed with the United States Patent and Trademark Office on October 11, 2011 as Reel/Frame 4639/0067, and (ii) Uniform Commercial Code Financing Statements filed in Hawaii and Washington D.C.; and

WHEREAS, on March 20, 2017 Assignor conducted a secured party public sale of the Marks (the "Foreclosure Sale"); and

WHEREAS, Assignee was the successful purchaser of the Marks at the Foreclosure Sale and the Parties executed a Secured Party Bill of Sale (the "Bill of Sale") pursuant to which Assignor sold, assigned, transferred, set over and conveyed to Assignee, of the right, title and interest of Tradewind Property Venture Group Ltd. and its successors and assigns (collectively, the "Holder") in, to and under the Marks in accordance with the Bill of Sale; and

WHEREAS, the Parties desire to enter into this Assignment to evidence consummation of the Foreclosure Sale and to file this Assignment with the United States Patent and Trademark Office, in furtherance of the transactions contemplated by the Bill of Sale.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignor hereby conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, all right, title and interest of the Holder in, to and under the Marks, including, without limitation, any extensions and renewals thereof, together with any and all goodwill symbolized by, or otherwise resulting from, such Marks, with the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, including the right to sue for and receive all damages accruing from past infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made.


2. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including

the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the Sale.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

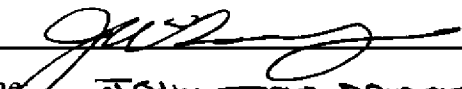
GEMCAP LENDING I, LLC

By: 

David Ellis, Co-President

ASSIGNEE:

PALANI FARMS LLC

By: 

Name: JOHN TREARINGS
Title: MANAGING MEMBER

EXHIBIT A

Serial App. No.	Mark	Status	Registration No.	Date Published, Allowed, or Registered
77750131	MOUNTAIN THUNDER	Live	3731260	December 29, 2009
77274840	ISLAND CAFE	Live	3900944	January 4, 2011

{00317168.DOC; 1}