TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM534138

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bad Ass Coffee Company of Hawaii, Inc.		07/02/2019	Corporation: UTAH
Bad Ass Coffee Distributors, Inc.		07/02/2019	Corporation: UTAH

RECEIVING PARTY DATA

Name:	Royal Aloha Franchise Company, LLC
Street Address:	3900 S. Wadsworth Blvd.
Internal Address:	Suite 650
City:	Lakewood
State/Country:	COLORADO
Postal Code:	80235
Entity Type:	Limited Liability Company: COLORADO

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	77250990	BAD ASS COFFEE OF HAWAII
Serial Number:	86156822	BAD ASS COFFEE OF HAWAII
Serial Number:	77124934	ROYAL ALOHA COFFEE, TEA & SPICE COMPANY
Serial Number:	86161848	HANA BLISS
Registration Number:	2995294	THE BAD ASS COFFEE CO.
Registration Number:	2196877	THE BAD ASS COFFEE COMPANY
Registration Number:	2226968	THE BAD ASS COFFEE COMPANY
Registration Number:	2194521	THE BAD ASS COFFEE COMPANY
Registration Number:	2194520	THE BAD ASS COFFEE COMPANY
Registration Number:	4763947	BAD ASS COFFEE OF HAWAII KONA
Registration Number:	3201520	VOLCANIC ROAST
Registration Number:	3201518	HALF ASS DECAF

CORRESPONDENCE DATA

Fax Number: 3032924510

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.

TRADEMARK

REEL: 006706 FRAME: 0212

Phone: 303-291-1641

Email: karin.tupper@moyewhite.com

Correspondent Name: Karin Tupper, Paralegal Address Line 1: 1400 16th Street, 6th Floor

Address Line 2: Moye White LLP

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	15840-3
NAME OF SUBMITTER:	Karin Tupper
SIGNATURE:	/Karin Tupper/
DATE SIGNED:	07/29/2019

Total Attachments: 12

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EXECUTION VERSION

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is made on July 2

2019 (the "Effective Date"), by and between Bad Ass Coffee Company of Hawaii, Inc., a Utah

corporation, and Bad Ass Coffee Distributors, Inc., a Utah corporation (collectively, the "Assignors"),

and Royal Aloha Franchise Company, LLC, a Colorado limited liability company, ("Assignee" and

together with Assignors, the "Parties" and each, a "Party").

RECITALS

WHEREAS, each of the Assignors and Assignee entered into that certain Asset Purchase

Agreement, dated July 2, 2019, by and among the Assignors, the Assignee, and the other parties

thereto, pursuant to which, among other things, the Assignors agreed to transfer all right, title, interest,

and goodwill in its intellectual property, including its domain names and trademark registrations set forth

in Exhibit A (collectively, the "Registered Intellectual Property") to the Assignee; and

WHEREAS, the Parties desire to enter into this Agreement to further evidence such transfer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which

is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

AGREEMENT

1. Assignment. The Assignors do hereby assign to the Assignee all of the Assignors' right,

title, and interest of every kind, nature, or description in and to the Registered Intellectual Property, all of

the goodwill associated therewith (including the goodwill of the relevant portion of the business in

connection with which the Registered Intellectual Property has been used throughout the world), all rights

to use or register the Registered Intellectual Property, or collect royalties for the licensing thereof, and all

claims for infringement in respect thereof, including all claims for royalties for licensing of the Registered

Intellectual Property and damages by reason of past infringement(s) of the Registered Intellectual

Property, with the right to sue for, and collect the same for, its own use and benefit, and for the use,

benefit, and on behalf of its successors, assigns, and other legal representatives.

19393492.5

2. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that

this Agreement is entered into pursuant to the Asset Purchase Agreement, to which reference is made for

a further statement of the rights and obligations of Assignors and Assignee with respect to the Registered

Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained

in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect

to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the

Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

3. <u>Further Assurances</u>. Each of the Parties agrees, from time to time, at the request of the

other Party hereto, to execute and deliver such other instruments of conveyance, power of attorney, sale,

transfer, or assignment and take such other actions as such other Party may reasonably request in order to

more effectively consummate the transactions contemplated by this Agreement.

4. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be

deemed an original, but all of which together shall be deemed to be one and the same agreement. A

signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this

Agreement.

[Remainder of page intentionally left blank.]

2

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date.

ASSIGNORS:

Bad Ass Coffee Company of Hawaii, Inc., a Utah corporation

Blanch

By: YVIChas 7
Name: Michael T Bilanzich

Title: Director

Bad Ass Coffee Distributors, Inc.,

a Utah corporation

By: Wichol T Bilanzich

Title: Director

ASSIGNEE:

Royal Aloha Franchise Company, LLC,

a Colorado limited liability company

By:

Name: Charles C. Hibben

Title: Manager

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date.

ASSIGNORS:

Bad Ass Coffee Company of Hawaii, Inc., a Utah corporation

By: Name: Michael T Bilanzich

Title: Director

Bad Ass Coffee Distributors, Inc.,

a Utah corporation

By: Michael T Bilanzich

Title: Director

ASSIGNEE:

Royal Aloha Franchise Company, LLC,

By: _____ Name: Charles C. Hibben

Title: Manager

EXHIBIT A

Registered Intellectual Property

Domains:

- Badasscoffee.com
- Badasscoffeestore.com
- Badasscoffeeco.com
- BACFranchise.com

Facebook:

• Facebook.com/BadAssCoffeeOfHawaii/

Manuals:

Bad Ass Coffee Company of Hawaii, Inc. Operations Manual

Registered Trademarks:

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