

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

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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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.

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. Further Assurances. 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. Counterparts. 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.]

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: Michael T Bilanzich
Name: Michael T Bilanzich
Title: Director

Bad Ass Coffee Distributors, Inc.,
a Utah corporation

By: Michael T Bilanzich
Name: Michael 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: _____
Name: Michael T Bilanzich
Title: Director

ASSIGNEE:

Royal Aloha Franchise Company, LLC,
a Colorado limited liability company

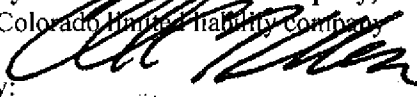
By: 
Name: Charles C. Hibben
Title: Manager

EXHIBIT A

Registered Intellectual Property

Domains:

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


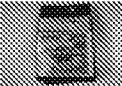


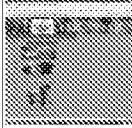




Facebook:




- Facebook.com/BadAssCoffeeOfHawaii/


Manuals:

- Bad Ass Coffee Company of Hawaii, Inc. Operations Manual

Registered Trademarks:

				01	coffee, candy, cocoa mixes					
				02	Sauces					
				03	Coffee bar packets					
2207.5.9	THE SMOKEHOUSE COMPANY New York	2,196,007	12/11/2005	01	retail store prepackaged coffee, tea, spices and cocoa beverages	1/2/2006	Renewal Application due 04/26/2006			These specimens were accepted by the PTO and the renewal application process is/has been granted.
2207.5.10	THE SMOKEHOUSE COMPANY New York	2,026,302	12/11/2005	01	Mugs	3/1/2006	12/1/2006 App. Due 02/2/2006			These specimens were accepted by the PTO and the renewal application granted.
2207.5.11	THE SMOKEHOUSE COMPANY New York	2,094,302	12/11/2005	01	Coffee, tea, spices, candy and candy	6/15/2006	Renewal Application due 07/18/2006			These specimens were accepted by the PTO and the renewal application granted.

2887 3.6	50154866 40001 word mark	3,201,509	3/8/2006	02	Coffee	3/20/2006	For trademark application 3/23/2007	
2887 3.7	6417 35311000 word mark	3,770,514	5/8/2006	30	Coffee, fine coffee, coffee	6/6/2007	14- renewed application 3/23/2007	
2887 3.83	FINNA BUSS	801,028,046	Jan. 03, 2014	30	Beverages made of coffee; Candy; Chocolates; Coffee; Coffee		Section 8 642 Pre-3/23/07/11	
FOREIGN MARKS								
2887 3.8	FOUR 3729264 applications							
A	word mark - The Bad Ass Coffee Company	2007 45120	8/24/2007	11	Cigs			Abandoned
B	word mark - The Bad Ass Coffee Company	2007 45182	8/24/2007	20	Flaming candy; Flaming candy; Flaming candy; Flaming candy; Flaming candy			Abandoned
C	word mark - The Bad Ass Coffee Company	2007 45120	8/24/2007	01	Coffee candy candy			Abandoned
D	word mark - The Bad Ass Coffee Company	2007 45184	8/24/2007	02	Hotell Steam; Dried for coffee; Tea; sugar and coffee beverages			Abandoned
E		2007 45185	8/24/2007	4	Non-beneficial and non-mechanical metal object, metal key ring			Abandoned
F	Same as above	2007 45126	8/24/2007	10	Beverage wrappers; Bags			Abandoned
G	Same as above	2007 45187	8/24/2007	21	Stems, shot glasses			Abandoned
H	Same as above	2007 45158	8/24/2007	21	Stems, shot glasses			Abandoned
I	Same as above	2007 45129	8/24/2007	01	Coffee, hot, iced, pasty and sandy			Abandoned
J	Same as above	2007 45200	8/24/2007	01	Cigs			Abandoned
K	Same as above	2007 45200	8/24/2007	01	Coffee, hot, iced, pasty and sandy			Abandoned
2887 3.8	FOUR 3729264 applications							

A	Logo: 	2007-20425	10/18/2007	5	Non-mechanical metal fasteners, metal pins	Abandoned
B	Same as above	2007-20424	10/18/2007	15	Buttons, buttons, pins	Abandoned
C	Same as above	2007-20423	10/18/2007	11	Buttons, metal pins	Abandoned
D	Same as above	2007-20422	10/18/2007	14	Buttons, metal pins, buttons, pins	Abandoned
E	Same as above	2007-20421	10/18/2007	10	Buttons, metal pins	Abandoned
F	Same as above	2007-20420	10/18/2007	16	Buttons	Abandoned
G	Same as above	2007-20418	10/18/2007	12	Coffee line service	Abandoned
H	Word mark: The Bad Ass Coffee Company	2007-20416	10/18/2007	21	Maps	Abandoned
I	Word mark: The Bad Ass Coffee Company	2007-20417	10/18/2007	15	Coffee, namely: coffee, sandwiches, coffee, eggs, hot sauce, nuts	Abandoned
J	Word mark: The Bad Ass Coffee Company	2007-20418	10/18/2007	10	Coffee, hot spots, smoothies, candy	Abandoned
K	Word mark: The Bad Ass Coffee Company	2007-20415	10/18/2007	15	Retail store, services for coffee, tea, juices and coffee bar services	Abandoned
3557,3,14	SMALLS application	Not filed				
3337,3,13	SMALLS application: Bad Ass Coffee Company	Abandoned	5/11/2008	16	Drinking machine for beverages, models of coffee, coffee, coffee, ground coffee, beans, coffee, fro coffee, coffee, espresso, candy, hot accessories	Abandoned
3337,3,14	SMALLS application: The Bad Ass Coffee Company	Abandoned	5/11/2008	10	Retail store, services for coffee, tea, juices and coffee bar services	Abandoned
3307,4,13	SMALLS application: MCHA BODGANS coffee company	380-20-85	05/12/2007	14	Drinking machine for beverages, models of coffee, coffee, coffee, ground coffee, beans, coffee, espresso, candy, hot accessories	Abandoned
3357,3,15	SMALLS application: MCHA BODGANS coffee company	380-20-85	05/12/2007	14	Retail store, services for coffee, tea, juices and coffee bar services	Abandoned

Selected as offensive

Selected as offensive

Registered as "Bad Ass"

2397.3.20	REGISTRATION OF MARKS (TRADE MARKS) OF HAWAII	20120210000	1/23/2013	45	Retail store services for coffee, tea, tobacco and coffee bar services	Renewal due 1-23-2023
2397.3.21	REGISTRATION OF MARKS (TRADE MARKS) OF HAWAII	20120210000	1/23/2013	45	Retail store services for coffee, tea, tobacco and coffee bar services	File Renewal Application Due 2023-11-21



The office is difficult to reach and usually it takes months to get a response so we need to start early if at all.