

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319075

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE CERTIFIED GROUP, LLC		09/30/2014	LIMITED LIABILITY COMPANY: HAWAII
RECEIVING PARTY DATA			
Name:	MNS, LTD.		
Doing Business As:	ABC STORES		
Street Address:	766 Pohukaina Street		
City:	Honolulu		
State/Country:	HAWAII		
Postal Code:	96813		
Entity Type:	CORPORATION: HAWAII		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76514182	ISLAND GIRL	
CORRESPONDENCE DATA			
Fax Number:	8085405044		
<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:	808 521 9233		
Email:	kkrzykowski@cades.com		
Correspondent Name:	Keri Ann K. S. Krzykowski		
Address Line 1:	1000 Bishop Street		
Address Line 2:	12th Floor		
Address Line 4:	Honolulu, HAWAII 96813		
ATTORNEY DOCKET NUMBER:	07852-3		
NAME OF SUBMITTER:	Keri Ann K. S. Krzykowski		
SIGNATURE:	/Keri Ann K. S. Krzykowski/		
DATE SIGNED:	10/03/2014		
Total Attachments: 2			
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OP \$40.00 76514182

ASSIGNMENT OF TRADEMARK RIGHTS

EFFECTIVE AS OF September 30, 2014, **THE CERTIFIED GROUP, LLC**, a Hawaii limited liability company organized and existing under the laws of the State of Hawaii and having a mailing address at 1808 Kanakanui Street, Honolulu, Hawaii 96819 (“Assignor”),

and

MNS, LTD. (dba ABC Stores), a Hawaii corporation, having a mailing address at 766 Pohukaina Street, Honolulu, Hawaii 96813 (“Assignee”),

agree as follows:

1. Background and Certain Definitions. Pursuant to the terms of the Settlement, Release and Indemnity Agreement dated SEP 30, 2014, by and between Assignor and Assignee, and in settlement of Cancellation No. 92058327 before the Trademark Trial and Appeal Board of the U.S. Patent and Trademark Office, Assignor desires to assign to Assignee all of Assignor’s trademark, service mark, and other rights in and to “ISLAND GIRL” and any other term or mark containing “ISLAND GIRL” or any variation thereof (hereinafter collectively referred to as the “Mark”), including without limitation U.S. Trademark Application Serial No. 76/514,182 for “ISLAND GIRL” in connection with “Clothing, namely, swimwear, pants, shorts, skirts and shirts for women and girls” in International Class 25.

2. Assignment. In consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and sets over unto Assignee all of Assignor’s right, title, and interest in and to the Mark, including without limitation U.S. Trademark Application Serial No. 76/514,182 for “ISLAND GIRL” in connection with “Clothing, namely, swimwear, pants, shorts, skirts and shirts for women and girls” in International Class 25;

TOGETHER WITH all goodwill symbolized by the Mark;

ALSO, TOGETHER WITH the right to sue for past infringement, if any there may be;

AND ALSO, all rights pursuant to coexistence or concurrent use agreements pertaining to the use and registration of the Mark, including without limitation the Concurrent Use Agreement by and between Assignor and Huihine, Inc., dated on or about March 10, 2005.

This Assignment shall be binding upon Assignor and Assignor's predecessors, successors, assigns, partners, and affiliates, and their respective past, present, and future members, managers, directors, officers, shareholders, partners, joint venturers, parent companies, subsidiaries, divisions, affiliates, employees, agents, brokers, representatives, consultants, attorneys, lenders, and assigns, and shall inure to the benefit of Assignee and Assignee's successors and assigns. This Assignment can be amended only by a written instrument signed by both parties. This Assignment shall be interpreted and enforced under the laws of the State of Hawaii and the United States of America. The United States District Court for the District of Hawaii, and no other courts, shall have exclusive original jurisdiction over any dispute arising under this Assignment.

IN WITNESS WHEREOF Assignor and Assignee have executed this Assignment as of the date first written above.

THE CERTIFIED GROUP, LLC

By 

as its MAR

Assignor

MNS, LTD. (dba ABC Stores)

By 

its PRESIDENT AND CEO

Assignee

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