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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Petition for Cancellation

Notice is hereby given that the following party requests to cancel indicated registration.

Petitioner Information

Name	LuckyU Enterprises, Inc., dba Giovanni's Original White Shrimp Truck		
Entity	Corporation	Citizenship	Hawaii
Address	57-120 Lalo Kuilim Way #12 Kahuku, HI 96731 UNITED STATES		

Attorney information	Jason A. Cody Novak Druce Connolly Bove + Quigg, LLP 1875 Eye Street, NW Eleventh Floor Washington, DC 20006 UNITED STATES jason.cody@novakdruce.com, trademark@novakdruce.com, daniel.mullarkey@novakdruce.com Phone:2023317111

Registrations Subject to Cancellation

Registration No	4232569	Registration date	10/30/2012
Registrant	Aragona, John "Giovanni" 417 Whitfield Ave. Sarasota, FL 34243 UNITED STATES		

Goods/Services Subject to Cancellation

Class 043. First Use: 1994/01/01 First Use In Commerce: 1994/02/01 All goods and services in the class are cancelled, namely: Mobile restaurant services

Grounds for Cancellation

Deceptiveness		Trademark Act section 2(a)	
False suggestion of a connection		Trademark Act section 2(a)	
Torres v. Cantine Torresella S.r.l.Fraud		808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)	
Abandonment		Trademark Act section 14	
The registration is being used by, or with the permission of, the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used.		Trademark Act section 14	
Priority and likelihood of confusion		Trademark Act section 2(d)	
Registration No	4220686	Registration date	10/09/2012
Registrant	Aragona, John "Giovanni" 417 Whitfield Ave. Sarasota, FL 34243 UNITED STATES		

Goods/Services Subject to Cancellation

Class 043. First Use: 1997/06/01 First Use In Commerce: 1997/06/01 All goods and services in the class are cancelled, namely: Food preparation services

Grounds for Cancellation

Deceptiveness		Trademark Act section 2(a)	
False suggestion of a connection		Trademark Act section 2(a)	
Torres v. Cantine Torresella S.r.l.Fraud		808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)	
Abandonment		Trademark Act section 14	
The registration is being used by, or with the permission of, the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used.		Trademark Act section 14	
Priority and likelihood of confusion		Trademark Act section 2(d)	
Registration No	4224400	Registration date	10/16/2012
Registrant	Aragona, John "Giovanni" 417 Whitfield Ave. Sarasota, FL 34243 UNITED STATES		

Goods/Services Subject to Cancellation

Class 030. First Use: 1994/01/01 First Use In Commerce: 1994/02/01 All goods and services in the class are cancelled, namely: Marinades

Grounds for Cancellation

Deceptiveness		Trademark Act section 2(a)	
False suggestion of a connection		Trademark Act section 2(a)	
Torres v. Cantine Torresella S.r.l.Fraud		808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)	
Abandonment		Trademark Act section 14	
The registration is being used by, or with the permission of, the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used.		Trademark Act section 14	
Priority and likelihood of confusion		Trademark Act section 2(d)	
Registration No	4248595	Registration date	11/27/2012
Registrant	Aragona, John "Giovanni" 417 Whitfield Ave. Sarasota, FL 34243 UNITED STATES		

Goods/Services Subject to Cancellation

Class 030. First Use: 1994/01/01 First Use In Commerce: 1994/02/01 All goods and services in the class are cancelled, namely: Hot sauce

Grounds for Cancellation

Deceptiveness	Trademark Act section 2(a)
False suggestion of a connection	Trademark Act section 2(a)

Torres v. Cantine Torresella S.r.l.Fraud	808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)
Abandonment	Trademark Act section 14
The registration is being used by, or with the permission of, the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used.	Trademark Act section 14
Priority and likelihood of confusion	Trademark Act section 2(d)

Marks Cited by Petitioner as Basis for Cancellation

U.S. Application/ Registration No.	NONE	Application Date	NONE
Registration Date	NONE		
Word Mark	GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK (Serial No. 85897861 ; filed on April 8, 2013)		
Goods/Services	International Class 043: Providing food and drink; providing food and drink via a mobile truck; restaurant services, including sit-down service of food and take-out restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises; serving food and drinks		

U.S. Application/ Registration No.	NONE	Application Date	NONE
Registration Date	NONE		
Word Mark	GIOVANNI'S SHRIMP TRUCK (Serial No. 85897872 ; filed on April 8, 2013)		
Goods/Services	International Class 043: Providing food and drink; providing food and drink via a mobile truck; restaurant services, including sit-down service of food and take-out restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises; serving food and drinks		

Attachments	Consolidated Petition for Cancellation with appendix (FINAL).pdf (48 pages)(4462887 bytes)

Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Signature	/Daniel P. Mullarkey/
Name	Daniel P. Mullarkey
Date	04/08/2013

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Registration No. 4232569
Issued: October 30, 2012

In the Matter of Registration No. 4220686
Issued: October 9, 2012

In the Matter of Registration No. 4224400
Issued: October 16, 2012

In the Matter of Registration No. 4248595
Issued: November 27, 2012

LuckyU Enterprises, Inc.	)	
	)	
Petitioner	)	
	)	
v.	)	Cancellation No. _____
	)	
John Aragona	)	
	)	
Registrant	)	

CONSOLIDATED PETITION FOR CANCELLATION

LuckyU Enterprises, Inc. (hereinafter "Petitioner" or "LuckyU"), a Hawaiian corporation, having its principal place of business at 57-120 Lalo Kuilim Way #12, Kahuku, Hawaii 96731, believes that it is being damaged by Registration Nos. 4232569, 4220686, 4224400, and 4248595, and hereby petitions to cancel same.

The grounds for cancellation are as follows:

Petitioner's Business and Rights in the GIOVANNI'S Marks

1. In 1997, Petitioner's predecessor in interest, Nitsche Enterprises, Inc. (hereinafter collectively referred to a "Petitioner"), purchased from Registrant John Aragona and his previous wife Connie Aragona (hereinafter collectively referred to as the "Aragonas") a retail food business, which had been selling cooked shrimp from a lunch truck in Hawaii since approximately 1993 or 1994 under the name "Giovanni's Aloha Shrimp."

2. The Asset Purchase Agreement (the "Agreement") assigned all assets of the business to Petitioner, including, *inter alia*, the original white shrimp truck and rights to the trade name "Giovanni's Aloha Shrimp" within the state of Hawaii. (A true and accurate copy of the Agreement is annexed hereto as Appendix A.)

3. The Asset Purchase Agreement also contemplated a future arm's length supplier relationship, whereby Petitioner would obtain sauces and marinades from the Aragonas to the extent they could maintain adequate supply.

4. Shortly after selling Petitioner the shrimp truck business, the Aragonas formed Giovanni's Aloha Foods to supply sauces and marinades. It quickly became apparent the Aragonas were incapable of running the business on their own, and so members of Petitioner, Troy Nitsche and James Goodrich, invested in, became 50% owners in, and eventually had to run, and then shut down the failed company after the Aragonas abandoned operations.

5. In August 2001, Mrs. Aragona, with the help of three hired assailants, attacked Mr. Nitsche, pistol-whipped him, pointed a gun at his head, and threatened him and his family if he did not sign over the papers to the shrimp truck business; that same day, they stole Petitioner's cash box containing $3,500.

6. Mrs. Aragona was convicted of robbery, kidnapping, and theft, and remains in prison for her crimes against Mr. Nitsche and Petitioner.

7. After abandoning the failed Giovanni's Aloha Foods, Mr. Aragona disappeared from the scene for a decade.

8. During this time, and despite all of the problems caused by the Aragonas, Petitioner's shrimp truck business took off and became exponentially more successful than ever before.

9. Opposer and/or its predecessors adopted and used, and Opposer continues to use and have prior rights in, *inter alia*, the following marks (collectively referred to as Petitioner's "GIOVANNI'S

Marks”):

GIOVANNI’S ALOHA SHRIMP

GIOVANNI’S SHRIMP TRUCK

GIOVANNI’S ORIGINAL WHITE SHRIMP TRUCK

10. Since buying the business in 1997, Petitioner has owned and continuously used the mark GIOVANNI’S ALOHA SHRIMP in connection with the sale of shrimp and related food from its shrimp trucks. The Asset Purchase Agreement states Petitioner agrees not to register the trade name “Giovanni’s Aloha Shrimp” outside of the state of Hawaii, and Petitioner has never done so.

11. Since buying the business in 1997, Petitioner has owned and continuously used the mark GIOVANNI’S SHRIMP TRUCK in connection with the sale of shrimp and related food from its shrimp trucks.

12. Since at least as early as March 1, 1998, Petitioner adopted and has owned and continuously used the mark GIOVANNI’S ORIGINAL WHITE SHRIMP TRUCK in connection with the sale of shrimp and related food from its shrimp trucks.

13. Petitioner advertises its shrimp truck business in connection with Petitioner’s GIOVANNI’S Marks through, *inter alia*, its website located at www.giovannisshrimptruck.com, signage on the property (such as the signage depicted below), and the Giovanni’s Original White Shrimp Truck, which resides on the property (as depicted below):

14. Since Petitioner took over in 1997, its shrimp truck business grew from annual sales of approximately $25,000 to a multi-million dollar business with multiple locations and over thirty employees dedicated to providing the highest quality food and food services in connection with Petitioner's GIOVANNI'S Marks.

15. Due to Petitioner's advertising and sales, word of mouth advertising by customers, and unsolicited third party recognition by the media and food magazines and critics, such as Saveur Magazine, consumers have come to recognize Petitioner's GIOVANNI'S Marks as a singular indication of origin, as a consequence of which Petitioner has established valuable goodwill and exclusive rights in its marks.

16. In addition to common law rights in Petitioner's GIOVANNI'S Marks, Petitioner also owns federal applications for the marks GIOVANNI'S SHRIMP TRUCK (Serial No. 85897872) and GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK (Serial No. 85897861), both for food truck and related restaurant services.

Registrant's Fraudulent Activities and Registrations

17. Appreciating that Petitioner's business has achieved immense success, Mr. Aragona has now resurfaced, after a decade, in an attempt to improperly capitalize on Petitioner's hard-earned goodwill through fraudulent and deceptive conduct that suggests a false connection with Petitioner and through misuse of fraudulently obtained registrations.

18. Each of the marks for which Registrant obtained a fraudulent registration appears on Registrant's website, located at www.giovannissauces.com, in close proximity to a picture of one of Petitioner's distinctive shrimp trucks. In fact, each and every page of Registrant's website prominently features a picture of Petitioner's shrimp truck and the following advertising language intended to suggest a false association or affiliation with, or endorsement by, Petitioner: "What began as an unknown shrimp truck on Oahu's North Shore – Became a Legend!" (A true and accurate copy of

screenshot printout of Registrant's Home Page, located at www.giovannissauces.com, is annexed hereto as Appendix B.)

19. Registrant's website also prominently features putative customer comments about Registrant, which really refer to Petitioner's shrimp truck business, such as the following statements:

> "Our friend told us to stop at the 'White Shrimp Truck' in Kahuku, and we're glad we did!"
>
> "We really enjoyed dining daily at the white shrimp truck, during our recent vacation."

(A true and accurate copy of a printout of Registrant's About Us page, located at www.giovannissauces.com/about, is annexed hereto as Appendix C.)

20. Registrant's website and advertising materials were intentionally designed to create the false impression that Registrant is somehow affiliated with Petitioner and attempt to trade off the goodwill associated with Petitioner's GIOVANNI'S Marks and shrimp truck business.

21. Registrant's fraudulently procured registrations further manifest his intent to deceive the USPTO and consumers as to a false relationship with Petitioner.

22. On September 21, 2011, Registrant filed an application for registration of the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK for mobile restaurant services (U.S. Registration No. 4232569), claiming a date of first use in commerce of February 1, 1994.

23. The specimen of use Registrant submitted with its application for GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK depicts a picture of Petitioner's sign located on Petitioner's business premises. The specimen of use also depicts Petitioner's original shrimp truck, which is well-known and famously referred to as "Giovanni's Original White Shrimp Truck." This truck was specifically itemized as an asset assigned and transferred to Petitioner in Exhibit A to the Asset Purchase Agreement. (A true and accurate copy of this specimen printed from the United States Patent and Trademark Office's (USPTO) Trademark Document Retrieval (TDR) system is annexed hereto as Appendix D, and depicted below.)

24. In the application for GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK, Registrant falsely describes the specimen of use as follows: “Photo of Giovanni’s Original White Shrimp Truck and Sign.”

25. Petitioner never authorized or otherwise gave permission to Registrant to depict Petitioner’s sign bearing Petitioner’s mark and advertising Petitioner’s business, or use a photo Petitioner’s shrimp truck, in connection with Registrant’s business. Petitioner also never authorized or otherwise gave permission to Registrant to use or register the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK, which is identical to the mark in which Petitioner has prior rights.

26. Registrant has never used the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK in connection with mobile restaurant services.

27. Registrant has not continuously or exclusively used the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK in connection with mobile restaurant services since February 1, 1994.

28. In the alternative, to the extent Registrant ever used the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK in connection with mobile restaurant services, Registrant abandoned any such rights.

29. In procuring the application which matured into Registration No. 4232569 of the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK, Registrant knowingly provided false and misleading statements and information concerning its use and ownership of the mark, including a false and misleading declaration signed by Jamie Pitts, with the intent to deceive the USPTO and the public as to

the source of goods sold under the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK and to knowingly misappropriate Petitioner's valuable goodwill and exclusive rights in the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK.

30. Registrant's use of the identical mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK for identical mobile restaurant services is likely to cause confusion, to cause mistake, or to deceive within the meaning of Section 2(d) of the Federal Trademark Act.

31. Registrant's use of the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK in the manner described above also is deceptive and falsely suggests a connection with Petitioner within the meaning of Section 2(a) of the Federal Trademark Act.

32. On September 21, 2011, Registrant filed an application for registration of the mark GIOVANNI'S ALOHA FOODS for food preparation services (U.S. Registration No. 4220686), claiming a date of first use in commerce of June 1, 1997.

33. The specimen of use Registrant submitted with its application for GIOVANNI'S ALOHA FOODS depicts no less than five pictures of Petitioner's shrimp truck. (A true and accurate copy of this specimen printed from the United States Patent and Trademark Office's (USPTO) Trademark Document Retrieval (TDR) system is annexed hereto as Appendix E.) In fact, a couple of the images in the specimen of use actually show Petitioner's food for sale from Petitioner's shrimp truck, as can be seen below:

34. In the application for GIOVANNI'S ALOHA FOODS, Registrant falsely describes the

specimen of use, in part, as follows: “Pictures of the Giovanni’s Aloha Foods Original White Shrimp Truck.”

35. Petitioner never authorized or otherwise gave permission to Registrant to depict Petitioner’s shrimp truck or food sold by Petitioner, or to use a photo of Petitioner’s shrimp trucks, in connection with Registrant’s business. Neither did Petitioner authorize or otherwise give permission to Registrant to create a false impression of an association or affiliation with, or endorsement by, Petitioner.

36. Registrant has not continuously or exclusively used the mark GIOVANNI'S ALOHA FOODS in connection with food preparation services since June 1, 1997.

37. At most, Registrant was permitted to use the mark GIOVANNI'S ALOHA FOODS until sometime in 2001 when he abandoned the company Giovanni’s Aloha Foods—a company in which Registrant owned a 25% share and Petitioner’s members collectively owned a 50% share—and his right to use the mark GIOVANNI'S ALOHA FOODS.

38. Neither Petitioner nor its members ever gave Registrant permission to recommence use of the mark GIOVANNI'S ALOHA FOODS, or to use the mark in the manner described herein.

39. In procuring the application which matured into Registration No. 4220686 of the mark GIOVANNI'S ALOHA FOODS, Registrant knowingly provided false and misleading statements and information concerning its use and ownership of the mark, including a false and misleading declaration signed by Jamie Pitts, with the intent to deceive the USPTO and the public as to the source of goods sold under the mark GIOVANNI'S ALOHA FOODS and to knowingly misappropriate Petitioner’s valuable goodwill and exclusive rights in Petitioner’s GIOVANNI’S Marks.

40. Registrant’s use of the mark GIOVANNI'S ALOHA FOODS for food preparation services, in the manner described herein, is likely to cause confusion, to cause mistake, or to deceive within the meaning of Section 2(d) of the Federal Trademark Act.

41. Registrant's use of the mark GIOVANNI'S ALOHA FOOD in the manner described herein also is deceptive and falsely suggests a connection with Petitioner within the meaning of Section 2(a) of the Federal Trademark Act.

42. On September 21, 2011, Registrant filed an application for registration of the mark GIOVANNI'S SCAMPI MARINADE for marinades (U.S. Registration No. 4224400), claiming a date of first use in commerce of February 2, 1994.

43. Registrant has not continuously or exclusively used the mark GIOVANNI'S SCAMPI MARINADE in connection with marinades since February 2, 1994.

44. At most, Registrant used the mark GIOVANNI'S SCAMPI MARINADE until sometime in 2001 when he abandoned the company Giovanni's Aloha Foods—a company in which Registrant owned a 25% share and Petitioner's members collectively owned a 50% share—and his right to use the mark GIOVANNI'S SCAMPI MARINADE.

45. Neither Petitioner nor its members ever gave Registrant permission to recommence use of the mark GIOVANNI'S SCAMPI MARINADE, or to use the mark in the manner described herein.

46. In procuring the application which matured into Registration No. 4224400 of the mark GIOVANNI'S SCAMPI MARINADE, Registrant knowingly provided false and misleading statements and information concerning its use and ownership of the mark, including a false and misleading declaration signed by Jamie Pitts, with the intent to deceive the USPTO and the public as to the source of goods sold under the mark GIOVANNI'S SCAMPI MARINADE and to knowingly misappropriate Petitioner's valuable goodwill and exclusive rights in Petitioner's GIOVANNI'S Marks.

47. Registrant's use of the mark GIOVANNI'S SCAMPI MARINADE for marinades, in the manner described herein, is likely to cause confusion, to cause mistake, or to deceive within the meaning of Section 2(d) of the Federal Trademark Act.

48. Registrant's use of the mark GIOVANNI'S SCAMPI MARINADE in the manner described

herein also is deceptive and falsely suggests a connection with Petitioner within the meaning of Section 2(a) of the Federal Trademark Act.

49. On September 21, 2011, Registrant filed an application for registration of the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE for hot sauce (U.S. Registration No. 4248595), claiming a date of first use of February 2, 1994.

50. Registrant has not continuously or exclusively used the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE in connection with hot sauce since February 2, 1994.

51. At most, Registrant used the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE until sometime in 2001 when he abandoned the company Giovanni's Aloha Foods—a company in which Registrant owned a 25% share and Petitioner's members collectively owned a 50% share—and his right to use the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE.

52. Neither Petitioner nor its members ever gave Registrant permission to recommence use of the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE, or to use the mark in the manner described herein.

53. In procuring the application which matured into Registration No. 4248595 of the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE, Registrant knowingly provided false and misleading statements and information concerning its use and ownership of the mark, including a false and misleading declaration signed by Jamie Pitts, with the intent to deceive the USPTO and the public as to the source of goods sold under the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE and to knowingly misappropriate Petitioner's valuable goodwill and exclusive rights in Petitioner's GIOVANNI'S Marks.

54. Registrant's use of the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE for hot sauce, in the manner described herein, is likely to cause confusion, to cause mistake, or to deceive within the meaning of Section 2(d) of the Federal Trademark Act.

55. Registrant's use of the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE in the manner described herein also is deceptive and falsely suggests a connection with Petitioner within the meaning of Section 2(a) of the Federal Trademark Act.

56. Beginning in May 2011, Registrant sent a letter to Petitioner making false ownership claims in the above-marks for which Registrant obtained fraudulent registrations in an attempt to cause Petitioner to license use of the marks from Registrant.

57. In February 2013, Registrant repeated this attempt to extort a license from Petitioner, relying on misstatements of fact and law and otherwise misusing its fraudulently procured trademarks to thwart competition and lawful and fair uses of Petitioner's GIOVANNI'S Marks.

58. For all of the reasons set forth above, Petitioner is being damaged by the continued existence of Registration Nos. 4232569, 4220686, 4224400, and 4248595, and the business and goodwill of Petitioner is further damaged in that said registrations tend to create or maintain statutory rights in violation and derogation of the established rights of Petitioner.

WHEREFORE, Petitioner prays that judgment be entered herein canceling U.S. Trademark Registration Nos. 4232569, 4220686, 4224400, and 4248595, and for such other and further relief that may be just and proper.

The requisite filing fee for this Consolidated Petition for Cancellation is submitted herewith.

* * *

Respectfully submitted,

Dated: April 8, 2013

Jason A. Cody
Jay Guiliano
Daniel P. Mullarkey
NOVAK DRUCE CONNOLLY
BOVE & QUIGG LLP
1875 Eye Street, N.W.
Eleventh Floor
Washington, D.C. 20001
(202) 659-0100

Attorneys for Petitioner
LuckyU Enterprises, Inc.

Certificate of Service

This is to certify that on this 8th day of April 2013, a copy of the foregoing Consolidate Petition for Cancellation and exhibits were mailed by First Class mail, postage prepaid, to the following attorney of record:

Jamie Pitts
The Law Offices of Jamie N. Pitts, Esq., P.A.
542 Columbia Ct.
Sarasota, Florida 34236-7124
941-893-7751
jamienpitts@gmail.com

/Daniel Mullarkey/

APPENDIX A

Revised 11/4/97

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made this 7 day of ~~October~~ November, 1997, by and between **JOHN ARAGONA AND CONNIE ARAGONA**, whose business and post office address is 59-614 Kawoa Pl Haleiwa HI 96712 (hereinafter referred to as "Seller") and **NITSCHE ENTERPRISES, INC.**, a Hawaii corporation, whose business and post office address is 57-120 Lalo Kuilima Way, Kahuku, HI 96731 (hereinafter referred to as "Buyer").

WITNESSETH:

WHEREAS, the Seller is the present owner of that sole proprietorship known as "Giovanni's Aloha Shrimp", which is a retail food business specializing in the sale of cooked shrimp lunches form a lunchwagon at locations in Kahuku and Haleiwa;

WHEREAS, the Buyer desires to purchase and the Seller desires to sell a portion of the assets of the business operated by Seller, known as "Giovanni's Aloha Shrimp", and Buyer desires to purchase the exclusive rights in the State of Hawaii, to (a) use the name "Giovanni's Aloha Shrimp", (b) use for the purposes of selling food either retail or wholesale, the Giovanni's Scampi and Giovanni's Hot and Spicy shrimp sauces (the Seller shall retain the right to sell and market Giovanni's Scampi, and Hot and Spicy shrimp sauces only for retail sales), and (c) sell shrimp at retail or wholesale using the present recipe that Seller has for Giovanni's Aloha Shrimp Scampi and Giovanni's Aloha Shrimp Hot and Spicy; and

WHEREAS, Seller desires to assign and Buyer is willing to accept the assignment for that lease that the Seller presently has at two sites situate in Kahuku and Haleiwa and at an additional site in Kahuku which the Seller presently uses to prepare his food; and

WHEREAS, the parties to this Agreement desire to set forth in writing their agreement regarding the purchase of all of the assets of "Giovanni's Aloha Shrimp", subject only to the exclusions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in consideration of monies exchanged, the parties hereby agree to the following:

1. **Asset Purchase and Assignment of Lease.**

The Seller agrees to sell and the Buyer agrees to purchase from the Seller, all of those assets of the Seller that are specifically listed in Exhibit "A" attached herein as made a part hereof. All such assets shall be transferred to the Buyer by the Seller in good condition at the time of closing. The obligation of the Buyer to buy the assets of the Seller as described in Exhibit "A" are contingent upon the fulfillment of the contingencies set forth in Paragraph 3 herein. The Seller also agrees, as an integral part of this Agreement, to assign to Buyer the rights and obligations of the Tenant or Lessee in that certain leases for (a) that property situate in Haleiwa where Seller presently operates a lunchwagon. , (b) that property situate in Kahuku, at the site of the former Ahi's restaurant, where Seller presently operates a lunchwagon, and (c) that property situate in Kahuku (said property is a part of the same property that the Seller presently uses to operate his lunchwagon) that is presently used as the preparation room for the preparation of the food.

2. **Consideration**

The Buyer agrees to pay the Seller the sum of ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000.00), which shall be paid into escrow at Closing. This sum shall be paid as follows:

A. A deposit of FIVE THOUSAND DOLLARS ($5,000.00), which shall be deposited into escrow upon execution of this document. This deposit shall be fully refundable until November 21, 1997 or until all of the contingencies in Paragraph 3 are met. Any interest on this deposit shall be credited to the Buyer.

B. The balance to be paid to escrow at closing.

3. **Contingencies.**

The obligations of the Buyer under this Agreement are contingent upon the following being met on the dates specified herein:

A. This Agreement is contingent upon the Buyer and Seller obtaining consent from the landlord on both leases, that is the lease for the Kahuku property and the lease for the Haleiwa property, to assign the rights and obligations of the Tenant or Lessee in both leases to the Buyer or to Troy Nitsche. This Agreement is also contingent on the Buyer obtaining a three year lease for the Kahuku site and the lease terms for said site being and monthly rent of EIGHT HUNDRED DOLLARS ($800.00) with annual rent increases of TEN PERCENT (10%) of the previous year's rent. The Buyer and Seller shall cooperate in obtaining said consent, but it shall be the sole responsibility of the Seller to obtain the consents from both landlords prior to Closing. The consent, including but not limited to the provision that the Kahuku lease is a three year lease along with the stated lease

terms, shall be obtained by 5:00 p.m. on Friday, November 21, 1997. If said consent is not obtained by said date and time, this offer shall be null and void and all deposits shall be returned by the Seller to the Buyer immediately.

B. This Agreement is contingent upon the Seller conveying to the Buyer all of the equipment listed in Exhibit "A" attached, hereto, without any liens or encumbrances.

C. This Agreement is contingent upon the Seller and Buyer jointly owning the State of Hawaii trademark registration to the name "Giovanni's Aloha Shrimp". The Seller shall, prior to closing, provide the Buyer with evidence that said trade name is registered by the Seller in the State of Hawaii.

D. This Agreement is contingent upon the Buyer obtaining financing for the purchase price. The Buyer shall notify the Seller on or before 5:00 p.m. on Friday, November 21, 1997, if the Buyer has been able to obtain financing. If the Buyer is not able to obtain financing, then the Buyer may cancel this Agreement and receive a full refund of all deposits.

E. The obligations of the parties under this Agreement are contingent upon the Seller passing a Department of Health Inspection on the Date of Closing. If the applicable sites do not pass the Department of Health Inspection on said date, then the Closing shall be delayed until such time that the Seller does pass said inspection. If said inspection is not passed within thirty (30) calendar days of the scheduled Date of Closing, then this agreement shall be canceled, the buyer shall receive a full refund of any deposits, and all obligations by and between the parties shall be null and void.

4. **Closing Date.**

The Closing Date of this Asset Purchase Agreement shall be ~~Friday,~~ December 15, 1997 ~~November 28, 1997.~~ Escrow shall be with Island Title, the escrow officer shall be Nina Arakawa.

5. **Representations of Seller to Buyer.**

The Seller makes the following representations regarding the assets being transferred to the Buyer:

A. Seller represents they are the sole owner of the assets listed in Exhibit "A" and that they will have the right and authority to sell and deliver the same in accordance with this Agreement and that the Seller will, pursuant to this Agreement, transfer valid legal title of all the assets listed in Exhibit "A", free and clear of all liens, encumbrances and claims of every kind.

B. Seller will at the request of Buyer, execute and deliver to Buyer all such further assignments, endorsements and other documents as the Buyer may reasonably request to complete such sale of the assets listed in Exhibit "A".

C. The Seller hereby covenants with the Buyer that he has not placed any mortgage or any other liens upon said assets listed in Exhibit "A".

D. Seller represents that they are a lessee as to both the Kahuku property (both areas) and the Haleiwa property that are described herein and that they have the right to occupy the leased premises at both sites and that as of the date of this Agreement no legal action has been taken against them for summary possession or any removal from either premises.

E. Seller is the only individual or entity that owns any rights to the Giovanni's Scampi, and Giovanni's Hot and Spicy Sauces and the Seller has the full right to contract with the Buyer as to any agreement regarding restricting the sale and use of said sauces.

F. Seller represents that there are no actions, proceedings, or investigations pending or, to the knowledge of the Seller, threatened or affecting the Seller, that are before or by any federal, state, municipal or other governmental agency, department, commission, board, bureau, agency or instrumentality, which would make it impossible for Seller to consummate this Agreement with the Buyer or which would make the assets listed in Exhibit "A" subject to lien.

G. All representations and warranties of the Seller contained in this Paragraph 5 shall survive Closing.

6. **Payment of Closing Fees and Costs.**

All closing costs shall be equally divided by the parties except that the Seller shall be solely responsible for bearing any costs relating to fulfilling the contingencies described herein and any other consents. All real property taxes and rent shall be prorated as of the Date of Closing. Each party shall bear their own attorneys fees and costs.

7. **Buyer's Closing Obligations.**

On or before the Closing Date, the Buyer shall:

A. Have paid into escrow all of the purchase price described in Paragraph 2 herein.

B. Deposit into Escrow sufficient cash to cover (i) closing costs, and (ii) all other sums of money required to be paid by the Buyer pursuant to this Agreement.

C. Execute and acknowledge all documents necessary to consummate the transactions contemplated by this Asset Purchase Agreement (including all escrow instructions and closing statements).

D. Perform and satisfy, or cause to be performed and satisfied, all other obligations and conditions which are required to be performed or satisfied by the Buyer under this Asset Purchase Agreement.

8. **Seller's Closing Obligations.**

On or before the Closing Date, the Seller shall:

A. Deliver to the Buyer all of the assets listed in Exhibit "A" attached hereto.

B. Execute and acknowledge a bill of sale transferring all of the assets listed in Exhibit "A" form the Seller to the Buyer.

C. Perform and satisfy, or cause to be performed and satisfied, all other obligations and conditions which are required to be performed or satisfied by the Seller under this Asset Purchase Agreement.

D. Execute and acknowledge all documents necessary to consummate the transactions contemplated by this Purchase Agreement, including but not limited to documents that would transfer the registration of the trade name "Giovanni's Aloha Shrimp" into a joint ownership between the Buyer and Seller.

E. Possession. Seller shall deliver the keys and any codes for security devices to the Buyer at Closing. Any warranties in the possession of the Seller for the equipment or appliances shall also be delivered to Buyer at Closing.

9. **Buyer Does Not Assume Debts of Seller.**

It is expressly understood and agreed between the parties that the Seller is responsible for paying any and all debts incurred by the Seller prior and after the Date of Closing. The Buyer does not and will not assume any and all debts incurred by the Seller. The Seller hereby indemnifies and holds harmless the Buyer from any claim, liability or cause of action for any debt, claim, or action brought against the Seller that arose from any actions or transactions. It is further agreed between the parties that Seller shall retain the right to collect any accounts receivable for debts owed to Seller that were incurred prior to the Date of Closing.

10. **Further Agreements Between the Parties That Will Survive Closing.**

In consideration of the mutual covenants contained herein, the parties hereby covenant and agree that the following are also terms and conditions of this Agreement that will survive Closing. The parties covenant and agree that these terms and conditions may be fully enforced by either party after Closing and that any breach of the following conditions shall be considered to be a breach of this Agreement:

A. The only restriction on the Buyer's use of the trade name "Giovanni's Aloha Shrimp" shall be that the Buyer shall sell at least a half pound of shrimp in the plate lunches sold by the Buyer after acquiring the Seller's business and the Buyer shall use as marination and sauces for the shrimp sold by the Buyer after acquiring the Seller's business both the scampi sauce, and the hot and spicy sauce

that the Seller presently uses. If in the event however, the aforesaid scampi and hot and spicy sauce is not available to the Buyer after the buyer acquires the Seller" business, then the Buyer shall have the right to use a replacement sauce, subject however, to the terms set forth in Paragraph 10-C herein. The joint ownership of the trade name "Giovanni's Aloha Shrimp" shall apply only to the State of Hawaii, and the Buyer covenants and agrees not to register said trade name outside the State of Hawaii.

B. The Buyer shall have the right to purchase form the Seller the Giovanni's Scampi, and Giovanni's Hot and Spicy sauce that is presently used in the cooking and preparation of that product presently called "Giovanni's Aloha Shrimp". The Buyer shall have the right to purchase said sauces in sizes of gallon jugs or larger and the Buyer shall have the exclusive right to purchase said sauces in sizes of gallon jugs or larger at wholesale cost. The Buyer shall have the right to purchase said sauces at the Seller's cost form the bottler plus shipping cost, said cost however, being exclusive of labor. The seller may sell said sauces in the retail market but the Seller covenants and agrees that he shall not (i) sell said sauces in any containers larger than 12 ounces, (ii) sell said sauces to any person or entity other than the Buyer at wholesale (however, this shall not prohibit the Seller from selling his sauces, with the limitation on the sizes as noted above, to any food wholesaler for intended resale on the consumer market only), (iii) sell said sauces to any person or entity that will use said sauces to prepare and sell a food product for retail sale, and (iv) sell the sauce to any person or entity that will compete

against the Buyer. The Seller's obligations under this paragraph shall be limited to the State of Hawaii, and shall not apply to sales outside the State of Hawaii.

C. The parties acknowledge that Seller has contracted Hagerty Foods of California to bottle Seller's sauces and that the Buyer will be buying Seller's sauces through Hagerty Foods. Until the sauce becomes available through Hagerty foods and the Buyer receives delivery of its first complete order, Seller will be responsible for supplying the Buyer with an adequate quantity of sauce at the cost of ingredients. Seller and Buyer mutually covenant and agree that if Hagerty Foods, for whatever reason, cannot supply the Buyer with the shrimp sauces described herein in the required quantities or cannot supply the sauces to the Buyer at the cost of the product plus shipping (the failure of Hagerty Foods to provide said sauces shall be said to occur if the Seller cannot provide the Buyer with any order within twenty (~~20~~) 30 DIU TEN calendar days of the Buyer making the order) then the following shall apply:

i. Seller shall first have the right to provide Buyer with the sauce that has become unavailable to Buyer. Seller shall however, provide the sauce to the Buyer at a price no higher than that which the Buyer was paying Hagerty Foods.

ii. In the event that the Seller does not provide the Buyer with the sauce within ten (10) calendar days of the date that Hagerty Foods fails to provide the order to the Buyer, then the Seller shall provide the Buyer with the recipes for said shrimp sauces. Said recipes, shall be subject, however, to a confidentiality agreement between the parties.

iii. In the event that the Buyer receives neither the sauce or the recipes in a timely fashion, then the Buyer may, at the Buyer's option, use a replacement sauce for the period that the Seller's sauces are unavailable to the Buyer. By using a replacement sauce the Buyer does not waive any rights or remedies that it may have under this Agreement as the use of said sauce is simply a means to allow the Buyer to mitigate any damages. The Buyer shall, in such circumstances, retain the right to take legal action against the Seller to enforce any provision of this Agreement.

D. Seller agrees to provide the Buyer with training for a period of two weeks after Closing. Said training shall be provided at no cost to the Buyer and shall inform the Buyer on all aspects of operating the business.

11. **Compliance with Antitrust Act.**

The parties hereby represent by executing this Agreement that they are not subject to the reporting requirements of the Hart-Scott-Rodino Antirust Improvement Act of 1976. If the parties are so required to report then the parties shall cooperate with each other to meet the requirements of this Act.

12. **Compliance with Bulk Sales Act.**

The parties hereby covenant and agree that the Seller is subject to the reporting requirements of the Bulk Sales Act under the Hawaii Revised Statutes. The Seller shall be solely responsible for meeting any reporting requirements under said Bulk Sales Act.

13. **Cooperation of Parties in Transition; Inspection of Books.**

Seller and Buyer shall each use reasonable efforts and cooperate in good faith to achieve an orderly transition relating to the leased premises described herein.

14. **Cancellation of Agreement.**

In the event that the Seller fails to fulfill any of the contingencies listed in this Agreement by the dates set forth, unless there is written agreement to the contrary, this Agreement shall be null and void if any of those conditions are not met. Upon cancellation of this Agreement the Buyer shall receive a full refund of any deposits.

15. **Non-Competition Clause.**

In consideration of the covenants contained herein, the Seller agrees not to operate, own, participate in, manage, supervise, or engage in consulting any retail food business in the State of Hawaii for a period of five (5) years after the Date of Closing, except that the Seller may participate in a catering business, catering other types of food in addition to the product known as "Giovanni's Aloha Shrimp" if and only if the Seller purchases all the required shrimp, already cooked and prepared, from the Buyer at a price of the Buyer's cost plus a sixty percent (60%) mark-up. The Seller further covenants and agrees that they shall not use the name "Giovanni's" or "Giovanni" in the operation of any business in the State of Hawaii for a period of five (5) years after the Date of Closing, except that (A) the Seller may market and sell any sauces under the name Giovanni's provided that the market and sale of said sauces does not violate any other term of this Agreement, and (B) the Seller may open a sit-down restaurant that sells the shrimp under the aforesaid name if and only if said restaurant serves the shrimp only for dinner (after 6:00 p.m. daily). The Seller further covenants and agrees that under no circumstances will

they operate, own, participate in, manage, supervise, or engage in consulting any lunchwagon operation in the State of Hawaii without the express written consent of the Buyer. The terms of this Paragraph shall survive Closing and the parties covenant and agree that without the existence of this clause that the Buyer would not have entered into this Agreement.

16. **Event of Default.**

The following shall constitute and "Event of Default" this Agreement:

A. Buyer or Seller shall fail to pay any sums of money when due under this Purchase Agreement, or fail to observe or perform any other term or provision to be observed or performed by Buyer or Seller under this Agreement, or

B. Buyer or Seller shall acquiesce in writing to, or fail to controvert in a timely manner, any petition filed against Buyer or Seller in an involuntary case under the federal bankruptcy laws, or

C. Buyer or Seller fails to observe or perform any term or provision of this Agreement that is to survive Closing.

17. **Remedies Upon Default.**

Upon the occurrence of any "Event of Default", the non-defaulting party shall have the following rights and remedies:

A. In the case of the Seller being the non-defaulting party, the Seller's remedies shall be limited to canceling this Purchase Agreement and, if applicable, retention of the deposit described in Paragraph 2A herein.

B. In the case of the Buyer being the non-defaulting party, the Buyer may either:

(i). Sue the Seller for and obtain damages and/or specific performances; or

(ii) The Buyer may choose to cancel this Agreement in accordance with the terms contained in paragraph 11 herein, in which case the deposit shall then be fully refunded to the Buyer, and upon cancellation there shall be no further obligations between the parties.

18. **Time is of the Essence.**

Time is hereby expressly declared to be of the essence of this Purchase Agreement. Unless otherwise specified herein, the due date for the receipt of any notices or sum of money shall be 5:00 p.m., H.S.T., of each respective day.

19. **Applicable Law.**

This Purchase Agreement shall be governed by and construed under the laws of the State of Hawaii. Any legal action hereunder shall be filed in the State of Hawaii judicial system only and the Buyer and Seller hereby submit themselves to the jurisdiction of the courts of the State of Hawaii and the United States District Court for the District of Hawaii.

20. **Attachments to this Agreement.**

The attachment marked as Exhibit "A" shall be made a part to this Agreement.

21. **General Provisions.**

A. This is the sole and only agreement between the parties. Any modification of this Agreement must be in writing and executed by both of the parties hereto.

B. If any part of this Agreement is deemed to be invalid for any reason, this shall not invalidate this entire agreement but shall only invalidate that one provision and the remainder of this agreement shall remain in full force and effect.

C. This Agreement shall be construed to give the Buyer full rights to use the name "Giovanni's Aloha Shrimp" without any limitations placed upon the Buyer on the use of said name.

D. This Agreement has been reviewed by each party and their respective counsel. Although this Agreement may have been drafted by one party, the Agreement shall be construed as if it had been drafted jointly by the parties and shall not be interpreted on behalf of one party as against the other.

E. The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purpose, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

F. Facsimile copies shall be treated as originals for the purposes of this Asset Purchase Agreement.

DATED: Honolulu Hawaii, November 7, 1997.

JOHN ARAGONA

CONNIE ARAGONA

"Seller"

NITSCHE ENTERPRISES, INC., a Hawaii corporation

BY: _____
Its

"Buyer"

ASSET PURCHASE AGREEMENT, by and between JOHN ARAGONA and CONNIE ARAGONA and NITSCHE ENTERPRISES, INC.

EXHIBIT "A"

GIOVANNI'S ALOHA SHRIMP INVENTORY

Inventory - Kahuku Truck: CHT

1 - 1952 Chevrolet Truck (sold as is) TEW
1 - Ladder
1 - Refrigerator
1 - Single burner stove
1 - Double Burner Stove
3 - Strainers
5 - A-frame signs
2 - Coolers
3 - Spray bottles
6 - Scampi pans
2 - Hot & Spicy pans
3 - Grilled pans
1 - Crate (spay bottles & trash bags)
14 - Stainless steel trays (Scampi containers)
10 - Stainless steel tray tops
8 - White plastic tubs (cut & uncut containers)
1 - Hot dog container
3 - Trash cans (2 outside - large; 1 inside - small)
2 - Large rice inserts
2 - Small rice inserts
2 - Large rice cookers
2 - Small rice cookers
2 - Condiment containers - stainless steel
2 - Blue tarps
1 - Lemon wedge container
6 - Plastic containers (napkins, forks, etc.)
2- Rice scoopers
1 - Circular plastic container
4 - Rinsing jars
2 - Buckets
1 - Circular fan
5 - Plastic trays ("To go" section)
1 - Set of jumper cables
2 - Cutting boards
1 - Stereo
9 - Tables (8 vinyl & 1 wooden with parasol and base)
1 - 30' x 20' tent
1 - Clipboard
1 - Lighting system for tent
2 - Propane tanks
3 - Cork boards
3 - Extension cords (large guage)
1 - Broom
1 - Cash box
Assorted markers and bungie cords
1 - Plastic hand rinse container
1 - Large plastic tub (holds sauces next to cooler)
3 - Small plastic trays (on serving counter)
2 - Plastic jars (tickets and tips)
5 - Shoyu dispensers
1 - Salt & pepper shaker combo
1 - Toothpick dispenser
1 - Kiddy chair
1 - Black tarp
3 - Rakes
6 - Cutting knives (truck and house)
1 - Chopping knife
3 - Rubber floor mats
1 - Trailer
1 - Trailer sign
3 - Tongs
2 - Ladles
1 - Phillips head screw driver
1 - Flat head screw driver
1 - Metal grease container
1 - Spatula
1 - Can opener

Inventory - Preparation Rooom:

1 - Hose and nosel
1 - Refrigerator
2 - Freezers; 1 single capacity, 1 double capacity
1 - Coffee machine and carafe
3 - Night stands
1 - 3 basin stainless steel sink & rinsing handle
1 - Stainless steel work table
1 - 20 gallon cooler
1 - 20 gallon coffee/tea dispenser
2 - 2' x 2' circular fans
1 - Bar stool
1 - Ratan table
4 - Ratan chairs
1 - 8' x 3' Stocking table
2 - Trash bins (small)
1 - Air conditioner
1 - 5' x 2' desk and chair
1 - Futon frame
6 - Window shades
1 - Paper towel dispenser
1 - Hi-fi
2 - Table lamps
2 - Mops
1 - Large clock
1 - Pair walkie-talkies
1 - Ceramic washing sink (outside)
2 - Brooms
2 - First-aid kits
1 - Blue tarp
1 - Z Burner stove (working)
1 - Cork board
1 - Ice machine (outside)
1 - Scampi pan (un-used)
2 - Large rice inserts
4 - Small rice inserts
3 - Cutting boards
3 - Propane tanks
1 - Box of order books
5 - Large plastic tubs (blue & green)
1 - Dirty linen container (outside)
1 - Gasoline container
1 - Large trash can (outside)
1 - Set of tongs
2 - Ladles (Large)
2 - Extension cords (small guage)
2 - Spray bottles
1 - Dust pan and brush set
1 - Pair vice-grips
3 - Rice spoons
1 - Spatula
1 - Can opener
1 - Large "Giovanni's" wooden sign

Inventory - Haleiwa Truck:

1 - 1977 Dodge Truck (sold as is) TRW
2 - Extension cords (Large guage)
1 - Hose
2 - Scampi pans
1 - Hot & Spicy pan
1 - Grilled pan
2 - Small rice cookers
2 - Small rice inserts
1 - Refrigerator
2 - Shoyu dispensers
1 - Tip jar
1 - Stereo
1 - 2 Burner stove
3 - sets of tongs
1 - Ladle
1 - Rice scooper
1 - Small trash container
1 - Large trash can
2 - Tables
1 - A-frame sign
2 - Cutting knives
1 - Cutting board
1 - Strainer
3 - Stainless steel scampi containers
1 - Hot dog container
7 - Plastic trays (napkins, chopsticks, etc.)
1 - Propane tank
3 - Padlocks
1 - Toothpick dispenser
2 - Spray bottles
4 - Marker pens
1 - Cooler
1 - Pair of vice-grips
2 - Rinsing containers
1 - Fan
1 - Bucket
1 - Cash Box
1 - Black tarp
1 - Metal grease container

BUYER:

Nitsche Enterprises, Inc.

By: _____ 11/24/97
Its: Date

SELLERS:

_____ 11/24/97
John Aragona Date

_____ 11/24/97
Connie Aragona Date

APPENDIX B

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GIOVANNI'S
ALOHA
FOODS
What began as an unknown shrimp truck on Oahu's North Shore —
Became a Legend!
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SHRIMP
You no longer have to travel to Hawaii —
to Get a Taste of Aloha!
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APPENDIX C

About Giovanni's Aloha Foods and Our Famous Shrimp Sauce!

What began as an unknown, white shrimp truck on Oahu, Hawaii's North Shore —
Became a Legend ...

Known for it's succulent shrimp morsels served up hot and tasty, Giovanni's Aloha Foods has been pleasing palettes since 1997.Giovanni's Hot & Spicy Sauce, a sauce almost as hot as volcanic lava, has been known to bring customers to their knees; while the mild, but flavor-packed, Giovanni's Scampi Marinade has brought nothing but delight to customers. AND NOW **YOU CAN BUY IT IN A BOTTLE!** **Made in the USA!**

Giovanni's Aloha Foods is a member of the National Association for the Speciality Food Trade.

1997 Scovie Award: 1st place winner of Scampi Marinade (*pictured above*); **Scovie Award:** 2nd place winner of Hot & Spicy Sauce

---

Our Customers Say

"Our friend told us to stop at the "White Shrimp Truck" in Kahuku, and we're glad we did! The garlic scampi was our family's overall favorite, and I loved the Hot & Spicy, I really mean it! I collect hot sauce from all over the place, Barbados to Belize, Louisiana to Los Angeles, and your secret African Roots and spice are truly unique. I can't wait till you start bottling it."

– Eddie, Terry & Jacob Coleman, Venice, Calif.

"We think your shrimp scampi is the best we have eaten anywhere."

– Jim & Mary Jane West Lufkin, Texas

"Still looking forward to seeing you and having your famous shrimp sauces."

– Gerda Vienna, Austria

"The thing I miss most is my shrimp fix."

– Pat & Clyde Jacobs Vancouver, Canada

"We enjoyed the best shrimp of Oahu."

"Thanks for serving some of Oahu's finest, tastiest, freshest shrimp scampi. We really enjoyed dining

– Ann & Eric Appelt Nurnberg, Germany

daily at the white shrimp truck, during our recent vacation. Your shrimp is the BEST!"

– Harry & Rochelle Pillion, University Heights,

"You have been one of "A list" stops on out list of must see sights on Oahu As always it was the most scrumptious meal."

– Lou Harris San Mateo, California

"I miss talking to you and eating your incredible shrimp. I'll see you soon in paradise."

– Yasser Alexandria, Egypt

"Best shrimp ever!"

– Yuki, Tokyo, Japan

"The hottest shrimp ever!"

– Allan Ciaport, Montpellier, France

"Just to let you know we marinated 2 lb. 31/40 shrimp in the Giovanni scampi sauce and put them on the grill screen at medium heat 4 minutes on each side . Then we put them back in your sauce and served them . At first bite my brother-in-law said "WOW !!!! GET ME A CASE OF THIS SAUCE". Thank you Giovanni."

– Mike Antonelli

"I'm a shrimp truck addict for 12 years - nothing but Giovanni's! I didn't eat at the truck the first time I saw it (2000). It was just a truck melted into the dirt - covered in graphitti. Boy am I glad I asked someone if the legend was true - I went back to the truck and got my first taste of what has become my number one "to do" when I arrive for vacation!! Just so you know - everyone that's come to the truck after 2000...it was me that sent them!! I know - you wondered where all those people came from. What can I say - when I like something - I tell everyone."

– Mike, Portland, Oregon

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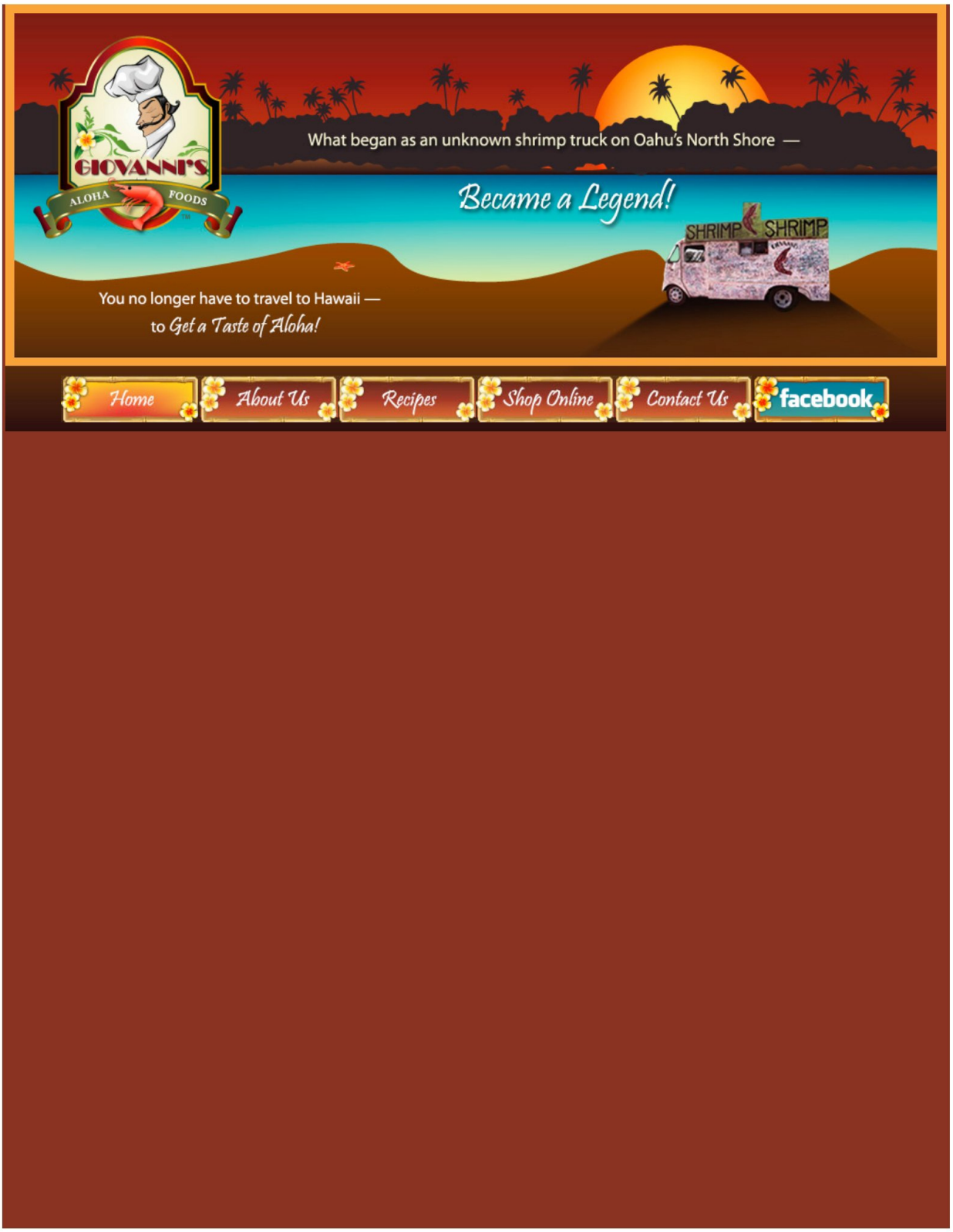
APPENDIX D

GIOVANNIS
ORIGINAL
WHITE

APPENDIX E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You no longer have to travel to Hawaii —
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#3 LEMON/BUTTER
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Giovanni's Scampi Marinade
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Giovanni's Aloha Foods

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