

MRD 7-13-98

07-20-1998

TRADEMARK RECORD,
COVER SHEET



Attorney Docket No.
H421.22-0001

100767897

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, D.C. 20503, and original document or copy thereof.

1. Name of conveying party:
Radio Control Development, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-California Other Explain ~
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Hitec Radio Control USA, Inc.
Internal Address:
Street Address: 10729 Wheatlands Avenue, Suite C
City Santee State California ZIP 92071
 Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-California _____
 Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:
 Assignment Merger Security Agreement
 Change of Name Other
Execution Date: April 16, 1993

4A. Application No.(s)
Additional numbers attached? Yes No

4B. Registration No.(s)
1,650,045; 1,697,397; and 1,660,665
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jo M. Fairbairn
KINNEY & LANGE, P.A.
Street Address: Suite 1500, 625 Fourth Avenue South
City: Minneapolis State: MN ZIP 55415-1659

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41):\$ 90
8. Method of Payment
 Enclosed
 The Commissioner is authorized to charge payment of any additional recording fees or credit any overpayment to deposit account No. 11-0982. A duplicate copy of this page is enclosed.

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Jo M. Fairbairn
Name of Person Signing

Signature
7-7-98
Date
Total number of pages including cover sheet, attachments and document: [8]

MKV 4-13-98

04-28-1998

TRADEMARK RECORDATION COVER SHEET



100696883

Attorney Docket No. H421.22-0001

D

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party: Radio Control Development, Inc.
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[x] Corporation-California [] Other Explain ~
Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies):
Name: Hitec Radio Control USA, Inc.
Internal Address:
Street Address:
City State ZIP

3. Nature of Conveyance:
[] Assignment [x] Merger [] Security Agreement
[] Change of Name [] Other
Execution Date: April 16, 1993

[] Individual(s) Citizenship
[] Association
[] General Partnership
[] Limited Partnership
[x] Corporation-California
[] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached [] Yes [x] No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? [] Yes [x] No

4A. Application No.(s)
Additional numbers attached? [] Yes [x] No

4B. Registration No.(s)
1,650,045; 1,697,397; and 1,660,665
Additional numbers attached? [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jo M. Fairbairn
KINNEY & LANGE, P.A.
Street Address: Suite 1500, 625 Fourth Avenue South
City: Minneapolis State: MN ZIP 55415-1659
04/27/1998 DCOATES 00000180 1650045
01 FC:481 40.00 OP
02 FC:482 50.00 OP

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41):.....\$ 90
8. Method of Payment
[X] Enclosed
[X] The Commissioner is authorized to charge payment of any additional recording fees or credit any overpayment to deposit account No. 11-0982. A duplicate copy of this page is enclosed.

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jo M. Fairbairn
Name of Person Signing

Signature

4-6-98
Date

Total number of pages including cover sheet, attachments and document: [8]

State of California

SECRETARY OF STATE

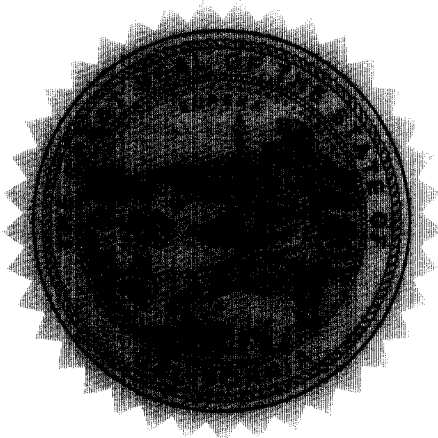


I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 6 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

MAR 27 1996



Bill Jones

Secretary of State

SURV
1565986

A433181

FILED
in the office of the Secretary of State
of the State of California

JUN 7 1993

March Fong Eu
MARCH FONG EU, Secretary of State

AGREEMENT OF MERGER

This Agreement of Merger ("Agreement") is made as of April
16 1993, by and between Radio Control Development, Inc., a
California corporation (the "Merging Corporation") and Hitec Radio
Control USA, Inc., a California corporation (the "Surviving
Corporation"). (The corporations together are sometimes referred
to below as the "Constituent Corporations.")

The Constituent Corporations agree as follows:

1. Merger: Merging Corporation shall be merged into
Surviving Corporation, which shall survive the merger. Merging
Corporation's separate existence shall cease on the effective date
of the merger. Without any other transfer or documentation, on the
effective date of the merger Successor Corporation shall (i)
succeed to all of Merging Corporation's rights and property; and
(ii) be subject to all Merging Corporation's liabilities and
obligations.

Notwithstanding the above, after the effective date of the
merger, the Surviving Corporation's proper officers and directors
may perform any acts necessary or desirable to vest or confirm
Surviving Corporation's possession of and title to any property or
rights of Merging Corporation, or otherwise carry out this
Agreement's purposes. This includes execution and delivery of
deeds, transfers, assurances, assignment or other instruments.

2. Conversion of Shares: By virtue of the merger and without
any action by any shareholder, upon the effective date of the
merger each share of common stock of Merging Corporation
outstanding immediately prior to the effective date of the merger
shall be converted into fully paid and nonassessable share of

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Surviving Corporation's common stock. No fractional shares of Surviving Corporation shall be issued. The shares of Surviving Corporation outstanding immediately prior to the merger shall not be changed by reason of the merger.

3. Stock Certificates: On or after the effective date of the merger, all of Merging Corporation's outstanding stock certificates shall be deemed to represent ownership of Surviving Corporation's shares, into which Merging Corporation's shares have been converted (as provided in Paragraph 2 above). The holders of such certificates must surrender them to the Surviving Corporation in whatever manner it may legally require. On receipt thereof, Surviving Corporation shall issue and exchange certificates for shares of its common stock representing the number of shares to which the holder is entitled as provided in Paragraph 2 above.

4. Articles of Incorporation and Bylaws: Surviving Corporation's Articles of Incorporation in effect on the effective date of the merger shall continue to be its Article of Incorporation without change as a result of the merger. Surviving Corporation's Bylaws in effect on the effective date of the merger shall continue to be its Bylaws without change as a result of the merger.

5. Officers and Directors: Surviving Corporation's officers and directors shall continue and remain as such after the effective date of the merger for the full unexpired terms of their respective offices, or until their successors have been duly elected or appointed and qualified.

6. Effective Date: Provided this Agreement is not abandoned, the effective date of the merger shall be at the close of business on the date when this Agreement of Merger with officers'

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certificates attached is duly filed in the office of the California Secretary of State in accordance with California Corporations Code Section 1103.

7. Abandonment of Merger: Any time prior to the effective date of the merger, this merger may be abandoned without further obligation or liability by action of the board of directors of either of the Constituent Corporations, notwithstanding approval of the merger by their shareholders.

8. Counterparts: This Agreement of Merger may be executed in any number of counterparts, each of which shall constitute an original instrument.

9. Further Documents: Merging Corporation shall from time to time, as and when requested by Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this merger.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Merger by their respective duly authorized officers, as of the date first written above.

Merging Corporation

Radio Control Development, Inc.
a California corporation

By: 

Chun Park, President and
Secretary

Surviving Corporation

Hitec Radio Control USA, Inc., a
California corporation

By: 

Chun Park, President and
Secretary

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CERTIFICATE OF APPROVAL

OF

AGREEMENT OF MERGER

Chun Park certifies that:

1. He is the President and Secretary of Hitec Radio Control USA, Inc., a California corporation.

2. The Agreement of Merger in the form attached was duly approved by the Board of Directors of the Corporation.

3. The Corporation has only one class of shares. The principal terms of the Agreement of Merger were approved by 100% of the outstanding shares.

He further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of his own knowledge.

Dated: April 16, 1993



Chun Park, President and
Secretary

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REEL: 1754 FRAME: 0943


CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

Chun Park certifies that:

1. He is the President and Secretary of Radio Control Development, Inc., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors of the Corporation.
3. The Corporation has only one class of shares. The principal terms of the Agreement of Merger were approved by 100% of the outstanding shares.

He further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of his own knowledge.

Dated: APRIL 16, 1993



Chun Park, President and
Secretary

g:\665\03\approval.cert



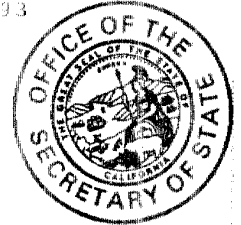
STATE OF CALIFORNIA
FRANCHISE TAX BOARD
P.O. BOX 942857
SACRAMENTO, CA 94257-0511

TAX CLEARANCE CERTIFICATE

May 21, 1993

EXPIRATION DATE: August 13, 1993

KIM & ANDREWS
SUITE 2800
1055 W SEVENTH ST
LOS ANGELES CA 90017



ISSUED TO: RADIO CONTROL DEVELOPMENT, INC.
Corporate Number 1464297 RC8DI

This is to certify that all taxes imposed under the Bank and Corporation Tax Law on this corporation have been paid or are secured by bond deposit or other security.

A copy of this Tax Clearance Certificate has been sent to the Office of the Secretary of State. This original Tax Clearance Certificate may be retained in the files of the corporation.

By the Expiration Date noted above, this corporation must have filed the documents required by the Secretary of State to dissolve, withdraw or merge. Requests for the appropriate documents must be directed to: Office of the Secretary of State at 1230 J Street, Sacramento, CA 95814. The telephone number is (916) 445-0620.

NOTE: If the required documents are not filed with the Secretary of State prior to the Expiration Date noted above, the corporation will remain subject to the filing requirements of the Bank and Corporation Tax Law.

FRANCHISE TAX BOARD

By J. Snyder
Special Audit Unit
Corporation Audit Section
Telephone (916) 369-4124

COPY

TRADEMARK
REEL: 1754 FRAME: 0945

KINNEY & LANGE

A PROFESSIONAL ASSOCIATION

SUITE 1500
625 FOURTH AVENUE SOUTH
MINNEAPOLIS, MINNESOTA 55415-1659

PATENT, TRADEMARK,
COPYRIGHT, AND RELATED
INTELLECTUAL PROPERTY LAW

TELEX 9103805042
FACSIMILE (612) 339-6580
TELEPHONE (612) 339-1863

Jo M. Fairbairn
(337-9356)

July 7, 1998

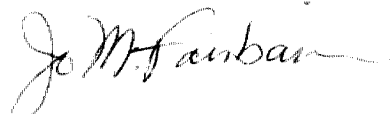
Ms. Tara Washington, Examiner
Assignment Division
Office of Public Records
United States Patent and Trademark Office
Box Assignments
CG-4
1213 Jefferson Davis Hwy.
Suite 320
Washington, D.C. 20231

Re: U.S. Trademark Reg. Nos. 1,650,045; 1,697,397; and 1,660,665
Our Files : H421.22-0001 - 3

Dear Ms. Washington:

With respect to your letter of June 19, 1998 concerning document id no. 100696883, enclosed is a new cover sheet reflecting the correct information to be recorded. I am also returning your letter with the original cover sheet.

Very truly yours,



Jo M. Fairbairn

JMF:caw
Encls.

TRADEMARK
REEL: 1754 FRAME: 0946



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
 ASSISTANT SECRETARY AND COMMISSIONER
 OF PATENTS AND TRADEMARKS
 Washington, D.C. 20231

JUNE 19, 1998

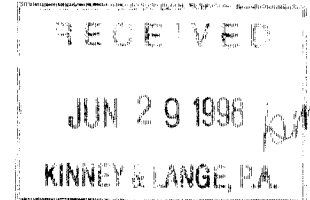
PTAS

KINNEY & LANGE, P.A.
 JO M. FAIRBAIRN
 SUITE 1500, 625 FOURTH AVENUE SOUTH
 MINNEAPOLIS, MINNESOTA 55415-1659



100696883A

UNITED STATES PATENT AND TRADEMARK OFFICE
 NOTICE OF NON-RECORDATION OF DOCUMENT



DOCUMENT ID NO.: 100696883

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE NAME AND ADDRESS OF THE RECEIVING PARTY(S) MUST BE INDICATED ON THE COVER SHEET.

TARA WASHINGTON, EXAMINER
 ASSIGNMENT DIVISION
 OFFICE OF PUBLIC RECORDS

RECORDED: 07/13/1998

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 REEL: 1754 FRAME: 0947