

08-06-1998

Form PTO-1594 (Rev. 6-93) **EM** **MP 8-5-98 R**



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of

100786782

attached original documents or copy thereof.

1. Name of conveying party(ies): **Tole Americana, Inc.**

- Individual(s)
- General Partnership
- Corporation-State: **Oregon**
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: **Crafts Americana Group, Inc.**

Internal Address: _____

Street Address: **13118 NE 4th Street**

City: **Vancouver** State: **WA** ZIP: **98684**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State **Washington corporation**
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: **October 23, 1995**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **1,909,504**
1,956,409

TM

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Erika J. Starrs**

Internal Address: **Perkins Coie LLC**

Street Address: **1201 Third Avenue, 40th Floor**

City: **Seattle** State: **WA** ZIP: **98101**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41):..... \$ **65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Erika J. Starrs

E. Starrs

August 5, 1998

Name of Person Signing

Signature

Date

08/06/1998 SMITH 00000091 1909504

Total number of pages comprising cover sheet, attachments and document: **6**

01 FC:481
02 FC:482

40.00 OP
25.00 OP

DO NOT DETACH THIS PORTION

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
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Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 1763 FRAME: 0107



STATE of WASHINGTON SECRETARY of STATE

I, **Ralph Munro**, Secretary of State of the State of Washington and custodian of its seal, hereby certify that

ARTICLES OF MERGER

of

CRAFTS AMERICANA GROUP, INC.

a Washington Profit corporation,

was/were filed for record in this office on the date indicated below.

Merging TOLE AMERICANA, INC. (An Oregon corp. not qualified in Washington) into CRAFTS AMERICANA GROUP, INC.

Corporation Number: 601 657 434

Date: October 27, 1995

Given under my hand and the seal of the State of Washington, at Olympia, the State Capitol.

Ralph Munro, Secretary of State

ARTICLES OF MERGER

**TOLE AMERICANA, INC.,
an Oregon corporation,**

AND

**CRAFTS AMERICANA GROUP, INC.,
a Washington corporation**

FILED
STATE OF WASHINGTON

OCT 27 1995

RALPH MUNRO
SECRETARY OF STATE

Pursuant to the provisions of RCW 23B.11.050, the following Articles of Merger are executed for the purpose of merging Tole Americana, Inc., an Oregon corporation (the "Disappearing Corporation"), into Crafts Americana Group, Inc., a Washington corporation (the "Surviving Corporation").

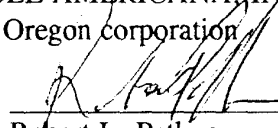
1. The Agreement and Plan of Merger approved by the sole shareholder of the Disappearing Corporation and by the sole shareholder of the Surviving Corporation is attached hereto as Exhibit A.

2. The Agreement and Plan of Merger was duly approved by the sole shareholder of the Surviving Corporation and by the sole shareholder of the Disappearing Corporation pursuant to RCW 23B.11.030.

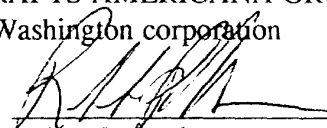
3. The merger contemplated by the Agreement and Plan of Merger shall become effective upon filing with the Washington Secretary of State.

Dated: October 23, 1995.

TOLE AMERICANA, INC.,
an Oregon corporation

By 
Robert L. Petkun
Its President

CRAFTS AMERICANA GROUP, INC.,
a Washington corporation

By 
Robert L. Petkun
Its President

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of October 23, 1995, by and among Tole Americana, Inc., an Oregon corporation ("Tole"), and Crafts Americana Group, Inc., a Washington corporation ("Crafts").

RECITALS

WHEREAS, the Board of Directors of Tole has determined that it is in its best interest to merge with and into Crafts upon the terms and subject to the conditions set forth herein.

WHEREAS, the Board of Directors of Crafts has determined that it is in its best interest to merge Tole with and into Crafts upon the terms and subject to the conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. TERMS AND CONDITIONS

1.1 Merger. Tole shall be merged with and into Crafts (the "Merger"), and Crafts shall be the surviving corporation, effective as of the time the Articles of Merger, substantially in the form attached hereto, and any other required documents are filed and made effective in accordance with the Washington Business Corporation Act (the "Effective Time").

1.2 Succession. At the Effective Time, Crafts shall succeed to all of the rights, privileges, powers and property of Tole, as more fully set forth in the Washington Business Corporation Act.

1.3 Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, (i) each share of common stock of Tole outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of the common stock of Crafts and (ii) the single share of common stock of Crafts outstanding immediately prior thereto shall be canceled.

1.4 Stock Certificates. At and after the Effective Time, all of the outstanding certificates which prior to that time represented shares of common stock of Tole shall be deemed for all purposes to evidence ownership of and to represent the shares of common stock of Crafts into which the shares of Tole have been converted as herein provided. The registered owner on the books and records of Tole or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to Crafts or its transfer agent, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of Crafts evidenced by such outstanding certificate as above provided.

1.5 Provisions for Tole Dissenting Shareholders. At and after the Effective Time Tole hereby appoints the Oregon Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Tole. Tole further agrees that it will promptly pay to dissenting shareholders the amount, if any, to which they are entitled under ORS 60.551 through 60.594.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Articles of Incorporation. The Articles of Incorporation of Crafts in effect at the Effective Time shall, at and after the Effective Time, be the Articles of Incorporation of Crafts until the same shall be altered, amended, or repealed as therein provided.

2.2 Bylaws. The Bylaws of Crafts in effect at the Effective Time shall, at and after the Effective Time, continue to be the Bylaws of Crafts.

2.3 Directors and Officers. The persons serving as directors and officers of Crafts as of the Effective Time shall, at and after the Effective Time, continue to be the directors and officers, respectively, of Crafts.

3. REPRESENTATIONS AND WARRANTIES

Each of Crafts and Tole represents and warrants that (i) the execution, delivery and performance of this Agreement and the consummation by it of the transactions contemplated hereby, have been duly and validly authorized by all necessary action on its part and (ii) no consent, approval or authorization of any third party which has not been obtained is required for its consummation of the transactions contemplated by this Agreement.

4. MISCELLANEOUS

4.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

4.2 Integration; Amendment. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof. There are no promises, terms, conditions, obligations or warranties other than those contained in this Agreement. This Agreement supersedes all prior communications, representations or agreements, verbal or written, among the parties relating to the subject matter hereof. This Agreement may not be amended except in a writing executed by the parties.

4.3 Further Assurances. The parties each agree, at the request of the other party, at any time and from time to time after the date hereof, to execute and deliver all such further documents, and to take and forbear from all such action, as may be reasonably necessary or appropriate in order more effectively to confirm or carry out the provisions of this Agreement.

4.4 Successors. This Agreement shall bind and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, personal representatives, and successors and assigns.

4.5 Governing Law. THE PARTIES INTEND THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON APPLICABLE TO CONTRACTS MADE AND WHOLLY PERFORMED WITHIN WASHINGTON BY PERSONS DOMICILED IN WASHINGTON.

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of each of the parties hereto.

TOLE AMERICANA, INC.

By: _____

Robert L. Petkun
President and Secretary

CRAFTS AMERICANA GROUP, INC.

By: _____

Robert L. Petkun
President and Secretary