

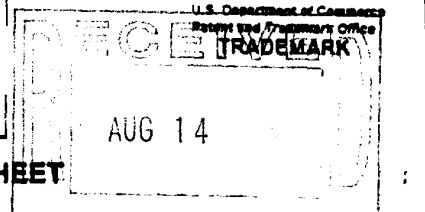
FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

08-19-1998



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



MPP  
8.14.98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  
Effective Date  
Month Day Year  
 6/26/98
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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01 FC:481  
02 FC:482

40.00 OP  
100.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1769 FRAME: 0826

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

( 213 ) 683-6330

Name

DeAnne H. Ozaki, Esq.

Address (line 1)

Paul, Hastings, Janofsky & Walker LLP

Address (line 2)

555 S. Flower Street, 23rd Floor

Address (line 3)

Los Angeles, California 90071

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

6

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1,897,454	1,922,636	<input type="text"/>
1,887,127	1,938,601	<input type="text"/>
1,907,388	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

5

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

140.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

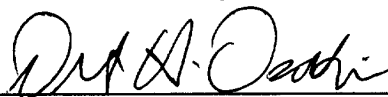
No

**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. Charges to deposit account are authorized, as indicated herein.

DeAnne H. Ozaki

Name of Person Signing



Signature

August 12, 1998

Date Signed

# State of California



## SECRETARY OF STATE

UK

5 pages

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

That the attached transcript has been compared with the record on file in this office, 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

JUL 01 1998



Secretary of State

TRADEMARK

JUN 29 1998

BILL JONES, Secretary of State

AGREEMENT OF MERGER

This Agreement of Merger (the "Agreement") is entered into as of June 26, 1998 between Vanguard Studios, Inc., a California corporation (the "Surviving Corporation"), and Artmaster Studios, Inc., a Delaware corporation (the "Merging Corporation").

RECITALS

A. The Surviving Corporation is a corporation incorporated and existing under the laws of the State of California. The number of outstanding shares of said corporation is seven hundred sixty-two thousand, five hundred (762,500) all of which are of one class and are common shares, and all of which are entitled to vote.

B. The Merging Corporation is a corporation incorporated and existing under the laws of the State of Delaware. The number of outstanding shares of said corporation is one hundred (100), all of which are of one class and are common shares, and all of which are entitled to vote.

C. The parties desire to merge the Merging Corporation with and into the Surviving Corporation in a merger ("Merger") in accordance with this Agreement.

D. The board of directors and the shareholders of each of the parties have approved the Merger and all of the terms of this Agreement.

AGREEMENT

In consideration of the recitals above and the mutual covenants and agreements herein contained, the parties hereby agree to merge on the following terms and conditions:

1. Merger. The Merging Corporation shall be merged with and into the Surviving Corporation, which will be the surviving corporation. The separate existence of the Merging Corporation shall cease in accordance with the provisions of the General Corporation Law of the State of Delaware, and the Surviving Corporation shall continue its

existence in accordance with the provisions of the General Corporation Law of the State of California.

2. Effective Date. On the filing with the California Secretary of State of this Agreement together with an officer's certificate of approval of each party to the Merger as prescribed by Section 1103 of the California Statute, the Merger shall be effective on the date of the filing of this Agreement (the "Effective Date").

3. Effect of Merger. On the Effective Date, the separate existence of the Merging Corporation shall cease and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Merging Corporation and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them.

4. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation upon the Effective Date shall be and remain its Articles of Incorporation and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the General Corporation Law of the State of California.


5. Bylaws. The bylaws of the Surviving Corporation upon the Effective Date shall be and remain its bylaws and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the General Corporation Law of the State of California.

6. Directors and Officers. The directors and officers in office of the Surviving Corporation upon the Effective Date shall continue to be the members of the board of directors and the officers of the Surviving Corporation, all of whom shall hold their directorships and offices until the election, choice, and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the Surviving Corporation.


7. Effect on Shares. The outstanding shares of the Merging Corporation shall be cancelled and no shares of the Surviving Corporation shall be issued in exchange therefor. The outstanding shares of the Surviving Corporation shall remain outstanding and are not effected by the merger.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their respective duly authorized officers as of the date first above written.

VANGUARD STUDIOS, INC.,  
a California corporation

By   
Dennis D. D'Amore  
Vice President and Assistant  
Secretary

ARTMASTER STUDIOS, INC.,  
a Delaware Corporation

By   
Dennis D. D'Amore  
President and Assistant  
Secretary

**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER**

**Dennis D. D'Amore states and certifies that:**

- 1. He is the Vice President and Assistant Secretary of Vanguard Studios, Inc., a California corporation.**
- 2. The Certificate of Agreement of Merger in the form attached was duly approved by the Board of Directors and sole shareholder of the corporation.**
- 3. There is only one class of shares and the total number of outstanding shares is 762,500.**
- 4. The shareholder percentage vote required for the aforesaid approval was 100 percent.**
- 5. The principal terms of the Agreement of Merger in the form attached were approved by the corporation by a vote of the number of shares which equaled or exceeded the vote required.**

**The undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in this certificate are true and correct of his own knowledge.**

**DATE: June 26, 1998**

  
**Dennis D. D'Amore, Vice President and  
Assistant Secretary**

CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER

Dennis D. D'Amore states and certifies that:

1. He is the President and Assistant Secretary of Artmaster Studios, Inc., a Delaware corporation.
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and shareholders of the corporation.
3. There is only one class of shares and the total number of outstanding shares is 100.
4. The shareholder percentage vote required for the aforesaid approval was 100 percent.
5. The principal terms of the Agreement of Merger in the form attached were approved by the corporation by a vote of the number of shares which equaled or exceeded the vote required.

Each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in this certificate are true and correct of his own knowledge.

DATE: June 26, 1998

  
Dennis D. D'Amore, President  
and Assistant Secretary



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RECORDED: 08/14/1998

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