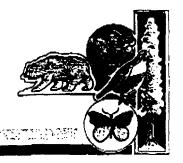
FORM <b>PTO-1594</b> (Rev. 6-93)	REC(	10-30	-1998	HEET	U.S. DEPARTMEN Patent an	T OF COMMERCE d Trademark Office
OMB No. 0651-0011 (exp. 4/94)				_		onicia Onice
Tab settings	sioner of Pater	10086		ved original	documents or conv	thereof
1. Name of conveying party(ies):  Sharks Management Corp.			Name and address of receiving party(ies)			
Sharks management Cor	1-21-98	Name: <u>San Jose Sharks Corp.</u>				
			Internal Address: San Jose Arena			
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership  XX Corporation-State (California) ☐ Other			Street Address: 525 West Santa Clara St.			
			City: San Jose State: CA ZIP: 95113			
Additional name(s) of conveying party	☐ Individual(s) citizenship					
3. Nature of conveyance:			☐ Association☐ General Partnership			
Assignment YX Margar			☐ Limited Partnership			
☐ Assignment ☐ Security Agreement ☐ Change of Name			Other			
□ Other			If assignee is not domiciled in the United States, a domestic represetative designation is attached: ☐ Yes ☐ No			
Execution Date: March 9, 1995			(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? □ Yes □ No			
4. Application number(s) or pa	tent number(s):	<del></del>		addieso(ss) dilasii	00. 0 100 0 10	
A. Trademark Application N	No.(s)		B. Tradema	rk Registratio	on No (s)	
74/150,985 74/800,3	. ,		1,769,354 1	_	` '	1,730,360
74/130,963 74/600,	397		1,740,682 1			2,182,564
	Δd	l ditional numbers att	1,794,315 1 ached? □ Yesxᢒt No <sup>1</sup>	,769,484 ,815,510	1,815,509	1,809,261 1,830,899
					1,791,732	1:741.835
<ol><li>Name and address of party to whom correspondence concerning document should be mailed:</li></ol>			<ol><li>Total numbe registrations</li></ol>		ons and	19
Name: Samantha Payne						
Internal Address: NHL Enterprises, L.P.			7. Total fee (37 CFR 3.41)\$490.00			
			☐ Enclosed			
			XX Authorize	ed to be charg	ged to deposit acc	count
Street Address: 1251 Ave	of the Ame	cicas				
			8. Deposit account number:			
City: New York S	tate: <u>NY</u> Z	IP: 10020-119	500205			
ORY. NEW 1012 S	7415A945	, 10020 11)		e copy of this pa	age if paying by depo	sit account)
L FC:481 40.00 CH	~ 1000000	DO NOT US	E THIS SPACE	<del> </del>		
9. Statement and signature.						
To the best of my knowledge the original document.	e and belief, the t	oregoing inform	ation is true and co	rrect and any	attached copy is	a true copy of
Mary J. Sotis Mary Du October 19						·
Name of Person Signing  Total number of pages including cover sheet, attachments, and document:  Date						
Mail documents to be recorded with required cover sheet information to:						



# State Of California SECRETARY OF STATE

# CORPORATION DIVISION

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

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

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

> > MAR 2 0 1995



Secretary of State

### AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (this "Agreement"), dated as of March  $\frac{9}{2}$ , 1995, is made by and between Sharks Management Corp., a California corporation ("SMC"), and San Jose Sharks Corp., a California corporation ("SJSC" and, together with SMC, the "Merging Corporations").

### RECITALS

- A. The authorized capital stock of SJSC consists of 1,000 shares of Common Stock, without par value, of which 100 shares are issued and outstanding.
- B. The authorized capital stock of SMC consists of 1,000 shares of Common Stock, without par value, of which 100 shares are issued and outstanding.
- C. The shareholders of SMC and SJSC are identical, and each such shareholder owns the same proportional interest in each SMC and SJSC.
- D. The Merging Corporations desire to effect a merger whereby SMC will merge with and into SJSC (the "Merger").
- E. The Board of Directors of SMC has determined that it is advisable and in the best interests of SMC to merge with and into SJSC subject to the terms and conditions provided herein, and, pursuant to Section 1100 of the California General Corporation Law have adopted and approved this Agreement and directed that it be executed by the undersigned officers and be submitted to a vote of the shareholders of SMC.
- F. The Board of Directors of SJSC has determined that it is advisable and in the best interests of SJSC to merge with SMC subject to the terms and conditions provided herein, and the Board of Directors of SJSC has approved this Agreement and has directed that it be executed by the undersigned officers and ORSED submitted to a vote of the shareholders of SJSC.

In the office of the Secretary of State
NOW, THEREFORE, SJSC and SMC hereby agree as forth Sweet California

AGREEMENTS

MAR - 9 1995

#### 1. THE MERGER

1.1 The Merger. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.2), and in accordance with the terms and conditions of this Agreement and Section 1100 of the California General Corporation Law, SMC shall be merged with and into SJSC. At the Effective Time, the separate corporate existence of SMC shall cease, and

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DEC BARAMEDIAST PREND WOMT CORP 408 999 5800

SJSC shall continue its existence as the surviving corporation under the laws of the State of California (the "Surviving Corporation"). The name of the Surviving Corporation shall be San Jose Sharks Corp.

- 1.2 Effective Time of the Merger. The Merger shall be effective upon the filing of this Agreement as well as any other necessary documentation with the Secretary of State for the State of California pursuant to Section 1103 of the California General Corporation Law.
- 1.3 Effects of the Morger. At the Effective Time, the Merger shall occur as provided in Section 1107 of the California General Corporation Law.
- 1.4 Articles of Incorporation of the Surviving Corporation. The Articles of Incorporation of SJSC, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until altered, amended or repealed in accordance with the provisions thereof and with the California General Corporation Law.
- 1.5 By Laws of the Surviving Corporation. The Bylaws of SJSC, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until altered, amended or repealed in accordance with the provisions thereof and with the California General Corporation Law.
- 1.6 Directors of Surviving Corporation. Each person who is a director of SJSC immediately prior to the Effective Time shall continue to be a director of the Surviving Corporation from and after the Effective Time and shall serve as provided in the Articles of Incorporation and Bylaws.
- 1.7 Officers of Surviving Corporation. The officers of SJSC in office immediately prior to the Effective Time shall be the officers of the Surviving Corporation, and each such officer shall serve as provided in the Articles of Incorporation and Bylaws.

## 2. MANNER, BASIS, AND EFFECT OF CONVERTING SHARES

- 2.1 Conversion of Shares. At the Effective Time:
- (a) Each share of Common Stock of SMC issued and outstanding or held in treasury prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled without consideration and all rights in respect thereof shall cease, and no shares of stock of the Surviving Corporation shall be issued in exchange therefor.
  - (b) Each share of Common Stock of SJSC issued and outstanding or held in treasury immediately prior to the

Agreement of Merger/SMC & SJSC

Effective Time shall remain a share of Common Stock of SJSC and will retain the same rights and privileges as it had prior to the Effective Time.

(c) Each share certificate which immediately prior to the Effective Time represented an outstanding share of SMC's Common Stock shall be surrendered to SJSC to be cancelled and retired.

#### 3. MISCELLANEOUS

- 3.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and the same agreement.
- 3.2 Severability. In case any provision of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of the Agreement will not in any way be affected or impaired thereby.
- 3.3 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, each of SMC and SJSC has caused this Agreement to be duly executed by its duly authorized officers as of the day and year first above written.

SHARKS MANAGEMENT CORP.

Bv:

Arthur L. Savage, President

SAN JOSE SHARKS CORP.

Bv:

Arthur L. Savage, President

IN WITNESS WHEREOF, each of SMC and SJSC has caused this Agreement to be duly executed by its duly authorized officers as of the day and year first above written.

SHARKS MANAGEMENT CORP.

Bv:

Irvin A. Leonard, Secretary

SAN JOSE SHARKS CORP.

Bv:

Irvin A. Leonard, Secretary

# CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

## Arthur L. Savage and Irvin A. Leonard certify that:

- 1. They are the President and the Secretary, respectively, of San Jose Sharks Corp., a California corporation.
- 2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
- 3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
- 4. There is only one class of shares and the number of shares outstanding is 100.

We further declare 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 our own knowledge.

Date: March 9 \_\_\_, 1995

Arthur L. Savage,

President

Irvin A. Leonard,

Secretary

# CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

Arthur L. Savage and Irvin A. Leonard certify that:

- 1. They are the President and the Secretary, respectively, of Sharks Management Corp., a California corporation.
- 2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
- 3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
- 4. There is only one class of shares and the number of shares outstanding is 100.

We further declare 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 our own knowledge.

Date: March 9 , 1995

Arthur L. Savage,

President

Irvin A. Leonard,

Secretary

**REEL: 1805 FRAME: 0899** 

**RECORDED: 10/21/1998**