

11-12-1998



100875892

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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
- Change of Name
- Other

Effective Date
Month Day Year
02/21/96

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
2/16/96

Name

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
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

11/12/1998 DMGUYEN 00000014 75275391

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 125.00 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: 1811 FRAME: 0572

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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" value="75/275,391"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,404,974"/>	<input type="text" value="1,572,534"/>	<input type="text" value="1,613,404"/>
<input type="text" value="1,992,729"/>	<input type="text" value="2,017,583"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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.

Jeffrey M. Becker

Name of Person Signing



Signature

Nov 2, 1998

Date Signed

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"LEATHER CENTER INTERNATIONAL, INC.", A DELAWARE CORPORATION,

WITH AND INTO "LEATHER CENTER, INC." UNDER THE NAME OF "LEATHER CENTER, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIRST DAY OF FEBRUARY, A.D. 1996, AT 9 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



2203877 8100M

960048621

Edward J. Freel

Edward J. Freel, Secretary of State

7834067

AUTHENTICATION:

02-21-96

DATE:

TRADEMARK
REEL: 1811 FRAME: 0574

**PLAN AND AGREEMENT OF MERGER OF
LEATHER CENTER INTERNATIONAL, INC. (a Delaware
corporation), and LEATHER CENTER, INC. (a Delaware corporation)**

Plan and Agreement of Merger entered into on February 16, 1996, by LEATHER CENTER, INC., a business corporation of the State of Delaware, and approved by resolution adopted by its Board of Directors on said date, and entered into on February 16, 1996, by LEATHER CENTER INTERNATIONAL, INC., a business corporation of the State of Delaware, and approved by resolution adopted by its Board of Directors on said date.

WHEREAS, LEATHER CENTER, INC., is a business corporation of the State of Delaware with its registered office therein located at 1013 Centre Road, City of Wilmington, County of New Castle; and

WHEREAS, the total number of shares of stock which LEATHER CENTER, INC., has authority to issue is 2,000, all of which are of one class of common stock and with a par value of \$.01 each; and

WHEREAS, LEATHER CENTER INTERNATIONAL, INC., is a business corporation of the State of Delaware, with its registered office therein located at 1013 Centre Road, City of Wilmington, County of New Castle; and

WHEREAS, the total number of shares of stock which LEATHER CENTER INTERNATIONAL, INC., has authority to issue is 2,000, all of which are of one class of common stock and of a par value of \$.01 each; and

WHEREAS, LEATHER CENTER, INC. and LEATHER CENTER INTERNATIONAL, INC., and the respective Boards of Directors thereof deem it advisable and to the advantage, welfare and best interests of said corporations and their respective stockholders to merge LEATHER CENTER INTERNATIONAL, INC. with and into LEATHER CENTER, INC., pursuant to the provisions of the General Corporation Law of the State of Delaware upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly entered into by LEATHER CENTER INTERNATIONAL, INC. and approved by resolutions adopted by its Board of Directors and all of its shareholders, and being thereunto duly entered into by LEATHER CENTER, INC., and approved by resolutions adopted by its Board of Directors and all of its shareholders, the Plan and Agreement of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter in this Plan and Agreement set forth.

1. LEATHER CENTER, INC. and LEATHER CENTER INTERNATIONAL, INC. shall, pursuant to the provisions of the General Corporation Law of the State of Delaware, be

merged with and into a single corporation, to wit, LEATHER CENTER, INC., which shall be the surviving corporation from and after the effective time of the merger, and which is sometimes hereinafter referred to as the "surviving corporation," and which shall continue to exist as said surviving corporation under its present name, pursuant to the provisions of the General Corporation Law of the State of Delaware. The separate existence of LEATHER CENTER INTERNATIONAL, INC., which is sometimes hereinafter referred to as the "terminating corporation," shall cease at said effective time in accordance with the provisions of the General Corporation Law of the State of Delaware. At that time, the surviving corporation shall succeed, without other transfer, to all the rights and property of the terminating corporation, and the surviving corporation shall be subject to all the debts and liabilities of the terminating corporation, in the same manner as if the surviving corporation had itself incurred the debt and liabilities.

2. The Certificate of Incorporation of the surviving corporation, as now in force and effect, shall continue to be the Certificate of Incorporation of said surviving corporation, and said Certificate of Incorporation 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 Delaware.

3. The present by-laws of the surviving corporation shall be the by-laws of said surviving corporation, and will 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 Delaware.

4. The directors and officers in office of the surviving corporation at the effective time of the merger shall be the members of the first Board of Directors and the first officers of the surviving corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the by-laws of the surviving corporation.

5. No new shares of the surviving corporation shall be issued, since all issued shares of both the terminating corporation and the surviving corporation are owned by the same shareholder. Each issued share of the terminating corporation shall, at the effective time of the merger, be cancelled. The issued shares of the surviving corporation shall not be converted or exchanged in any manner, but each said share which is issued at the effective time of the merger shall continue to represent one issued share of the surviving corporation.

6. In the event that this Plan and Agreement of Merger shall have been fully approved and adopted upon behalf of the terminating corporation and of the surviving corporation, in accordance with the provisions of the General Corporation Law of the State of Delaware, the said corporations agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Delaware, and that they will cause to be performed all necessary acts within the State of Delaware and elsewhere to effectuate the merger herein provided for.

7. The Board of Directors and the proper officers of the terminating corporation and of the surviving corporation are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan and Agreement of Merger or of the merger herein provided for.

8. The effective time of this Plan and Agreement of Merger, and the time when the merger therein agreed upon shall become effective, shall be at 11:59 p.m., on February 29, 1996.

9. Notwithstanding the full approval and adoption of this Plan and Agreement of Merger, the said Plan and Agreement of Merger may be terminated at any time prior to the filing thereof with the Secretary of State of the State of Delaware in the event that the shareholders of said corporations shall agree so.

IN WITNESS WHEREOF, this Plan and Agreement of Merger is hereby signed and attested upon behalf of each of the constituent corporations parties thereto.

Dated: February 16, 1996.

LEATHER CENTER, INC.

By:



JUAN LEON, President

LEATHER CENTER INTERNATIONAL, INC.

By:



GEORGE D. BORCK, President


**CERTIFICATE OF SECRETARY OF
LEATHER CENTER, INC.**

The undersigned, being the Assistant Secretary of LEATHER CENTER, INC., does hereby certify that the holders of all of the outstanding stock of said corporation dispensed with a meeting and vote of stockholders, and all of the stockholders entitled to vote consented in writing, and all the members of the Board of Directors, dispensed with a meeting and vote of directors and consented in writing, pursuant to the provisions of Sections 228 and 141 of the General Corporation Law of the State of Delaware, to the adoption of the foregoing Plan and Agreement of Merger.

Dated: February 16, 1996.

LEATHER CENTER, INC.

By:



L. Fernando Sanchez
Secretary