

FORM PTO-1618A
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RECORDATION FORM COVER SHEET
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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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other Merger and Change of Name

Conveying Party

Mark if additional names of conveying parties attached

Name SpinCycle, Inc. (merged into SpinCycle Acquisition Corp.,
a Delaware corporation) Execution Date
Month Day Year
 04 04 1997

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name SpinCycle, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 15990 Greenway Hayden Loop

Address (line 2) Suite #400

Address (line 3) Scottsdale Arizona 85260

City State/Country Zip Code

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

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.)

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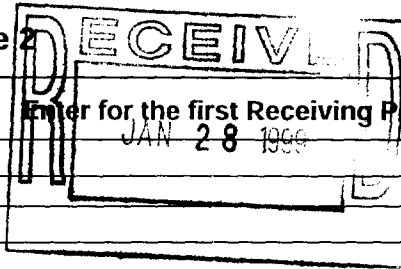
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02 FC:482 25.00 OP

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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

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REEL: 1845 FRAME: 0457



Domestic Representative Name and Address

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"/>	<input type="text"/>	<input type="text" value="2056312"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2051510"/>	<input type="text"/>	<input type="text"/>
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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.

Thomas H. Ferguson
Name of Person Signing

Signature

1/20/99
Date Signed

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 CORRECTED CERTIFICATE OF AGREEMENT OF MERGER OF "SPINCYCLE, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF APRIL, A.D. 1997, AT 4:30 O'CLOCK P.M.

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



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2728860 8101

971120588

AUTHENTICATION:

8431117

DATE:

04-22-97

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**CORRECTED
CERTIFICATE OF AGREEMENT
OF MERGER AND PLAN OF REORGANIZATION**

- 1) The names of the constituent corporations that are party to this Agreement of Merger and Plan of Reorganization are: Spincycle, Inc. and Spincycle Acquisition Corp., whereby Spincycle Acquisition Corp. survives, now known as Spincycle, Inc.
- 2) The nature of the inaccuracy contemplated by the original Agreement of Merger and Plan of Reorganization relates to Article 3 of that Agreement and the authorized capital stock of Spincycle Acquisition Corp. whereby the amount of capital stock designated is 10,000,000 shares, of which 2,500,000 shares are Preferred A Stock; 4,000,000 shares are Preferred B Stock and 3,500,000 shares are Common Stock, all with a par value \$0.01. This Certificate provides for an increase of that amount of capital stock to 15,000,000 shares, of which 2,000,000 shares are Preferred A Stock; 3,500,000 shares are Preferred B Stock and 9,500,000 shares are Common Stock, all with a par value \$0.01.
- 3) The attached Corrected Agreement of Merger and Plan of Reorganization hereby serves to replace the original Agreement of Merger and Plan of Reorganization filed with the Office of the Secretary of State of Delaware on April 4th, 1997.

Spincycle, Inc.



Patrick Clifton, Chief Executive Officer

ATTEST:



Christopher Lombardi, Secretary

Spincycle Acquisition Corp.



Patrick Clifton, Chief Executive Officer

ATTEST:



Christopher Lombardi, Secretary

Corrected Agreement of Merger and Plan of Reorganization

Corrected Agreement of Merger and Plan of Reorganization (hereinafter the "Agreement") dated April 4, 1997 by and between Spincycle, Inc. a Minnesota corporation (hereinafter called "Spincycle") and Spincycle Acquisition Corp., a Delaware corporation (hereinafter called "SAC").

WHEREAS:

1. The Boards of Directors of Spincycle and SAC have resolved that Spincycle be merged pursuant to the General Corporation Law of the State of Delaware (the "Delaware GCL") and the Business Corporation Act of the State of Minnesota (the "Minnesota BCA") into a single corporation existing under the laws of the State of Delaware, to wit, SAC, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code;

2. The authorized capital stock of Spincycle consists of 20,000,000 shares, including Common Stock with a par value of \$0.01 per share (hereinafter called "Spincycle Common Stock"), of which 962,178 shares are issued and outstanding, and Series A Convertible Preferred Stock with a par value of \$0.01 per share (hereinafter "Spincycle Series A Stock"), of which 1,924,350 shares are outstanding;

3. The authorized capital stock of SAC consists of 10,000,000 shares of which Two and One-Half Million (2,500,000) shares shall be of Series A Preferred Stock, par value \$0.01 per share, Four Million (4,000,000) shares shall be of Series B Preferred Stock, par value \$0.01 per share and Three and One-Half Million (3,500,000) shares shall be of Common Stock (hereinafter called "SAC Common Stock"), none of which are issued and outstanding; and

4. The respective Boards of Directors of Spincycle and SAC have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the Delaware GCL and the Minnesota BCA that Spincycle shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Delaware, to wit, SAC, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. Stockholders' Consents; Filings; Effects of Merger

1.1 Spincycle Stockholder Consents. On or before April 4, 1997 the stockholders of

Spincycle shall adopt this Agreement in accordance with the Minnesota BCA.

1.2 SAC Board of Director Consents. On or before April 4, 1997 the Board of Directors of SAC shall adopt this Agreement in accordance with the Delaware GCL.

1.3 Filings of Agreement of Merger; Effective Date. If (a) this Agreement has been adopted by the stockholders of Spincycle in accordance with the Minnesota BCA, (b) this Agreement has been adopted by the Board of Directors of SAC, in accordance with the Delaware GCL, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then this Agreement shall be filed in the State of Delaware and recorded in accordance with the Delaware GCL. The Merger shall become effective at 9:00 A.M. on April 4, 1997 which date and time are herein referred to as the "Effective Date."

1.4 Certain Effects of Merger. On the Effective Date, the separate existence of Spincycle shall cease, and Spincycle shall be merged into SAC which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of Spincycle; and all and singular, the rights, privileges, powers, and franchises of Spincycle, and all property, real, personal, and mixed, and all debts due to Spincycle on whatever account, as well for stock subscriptions and all other things in action or belonging to Spincycle, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of Spincycle, and the title to any real estate vested by deed or otherwise, under the laws of Delaware or Minnesota or any other jurisdiction, in Spincycle, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Spincycle shall be preserved unimpaired, and all debts, liabilities, and duties of Spincycle shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of Spincycle or the corresponding officers of the Surviving Corporation, may, in the name of Spincycle, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all Spincycle's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

2. Name of Surviving Corporation; Certificate of Incorporation; By-Laws

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be SpinCycle Acquisition Corp which then, by nature of the Agreement, shall change its name to SpinCycle, Inc.

2.2 **Amended and Restated Certificate of Incorporation.** The Amended and Restated Certificate of Incorporation of SAC as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law except that Article Fourth of that Certificate first shall be amended to read as follows:

ARTICLE FOURTH: the total number of shares of stock which the corporation shall have authority to issue is Fifteen Million (15,000,000) shares of Capital Stock with a par value \$.01 per share; of which Two Million (2,000,000) shares shall be of Series A Preferred Stock and Three and One-Half Million (3,500,000) shares shall be of Series B Preferred Stock and Nine and One-Half Million (9,500,000) shares shall be of Common Stock;

and, in accordance with 2.1 hereof.

2.3 **By-Laws.** The By-Laws of SAC, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

3. **Status and Conversion of Securities**

The manner and basis of converting the shares of the capital stock of Spincycle and the nature and amount of securities of SAC which the holders of shares of Spincycle Common Stock are to receive in exchange for such shares are as follows:

3.1 **Spincycle Common Stock.** Each share of Spincycle Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid share of SAC Common Stock, and outstanding certificates representing shares of Spincycle Common Stock shall thereafter represent shares of SAC Common Stock. Such certificates may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

3.2 **Spincycle Series A Stock.** Each share of Spincycle Series A Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid share of SAC Series A Stock, and outstanding certificates representing shares of Spincycle Series A Stock shall thereafter represent shares of SAC Series A Stock. Such certificates may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

4. **Miscellaneous**

4.1 This Agreement may be terminated and the proposed Merger abandoned at any time


before the Effective Date of the Merger, and whether before or after approval of this Agreement by the shareholders of Spincycle, if the Board of Directors of Spincycle or of the Surviving Corporation duly adopt a resolution abandoning this Agreement.

4.2 For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this agreement has been executed by Spincycle, Inc. and Spincycle Acquisition Corp. all on the date first above written.

ATTEST:

Spincycle, Inc.



Christopher Lombardi, Secretary

By: 


Patrick Clifton, Chief Executive Officer

ATTEST:

Spincycle Acquisition Corp.



Christopher Lombardi, Secretary

By: 

Patrick Clifton, Chief Executive Officer