

07-23-1999

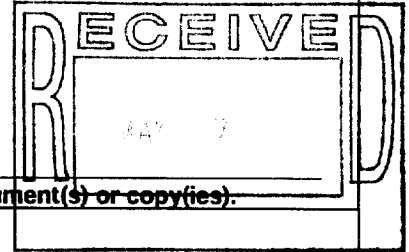
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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
 05191999

Name  AMERICAN INDUSTRIES, INC.

Formerly  N/A

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization  FLORIDA

Receiving Party

Mark if additional names of receiving parties attached

Name  SONIC, U.S.A., INC.

DBA/AKATA  N/A

Composed of

Address (line 1)  439 N.E. 7TH AVENUE

Address (line 2)

Address (line 3)  FORT LAUDERDALE  FLORIDA  33301-1207  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

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.)

Citizenship/State of Incorporation/Organization  FLORIDA

06/01/1999 MTHAI1 00000144 1790290

FOR OFFICE USE ONLY

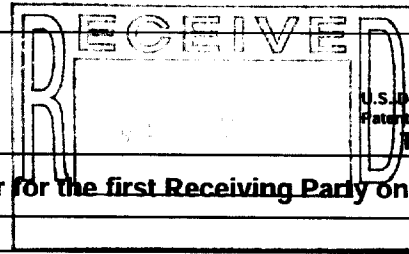
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments 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

TRADEMARK  
REEL: 001901 FRAME: 0283



**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)**

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.

GLENN E. GROMANN, ESQ.

05191999

Name of Person Signing

Signature

Date Signed



**FLORIDA DEPARTMENT OF STATE**  
**Katherine Harris**  
**Secretary of State**

July 13, 1999

**GLENN E. GROMANN**  
**439 NE 7TH AVE.**  
**FT. LAUDERDALE, FL 33301**

**Re: Document Number P99000028308**

**The Articles of Merger were filed July 6, 1999, for SONIC, U.S.A., INC., the surviving Florida entity.**

**The certification you requested is enclosed.**

**Should you have any further questions concerning this matter, please feel free to call (850) 487-6050, the Amendment Filing Section.**


**Velma Shepard**  
**Corporate Specialist**  
**Division of Corporations**

**Letter Number: 499A00036060**

**Division of Corporations - P.O. Box 6327 - Tallahassee, Florida 32314**

**TRADEMARK**  
**REEL: 001901 FRAME: 0285**

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on July 6, 1999, for SONIC, U.S.A., INC., the surviving Florida entity, as shown by the records of this office.

The document number of this entity is P99000028308.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Thirteenth day of July, 1999



CR2EO22 (1-99)

*Katherine Harris*  
Katherine Harris  
Secretary of State

# ARTICLES OF MERGER (Profit Corporations)

Following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, F.S.

FILED  
99 JUL -6 AM 8:47  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

First: The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
<u>Sonic, U.S.A., Inc.</u>	<u>Florida</u>

Second: The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
<u>Sonic Acquisition, Corp.</u>	<u>Oklahoma</u>
_____	_____
_____	_____
_____	_____
_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR 7 / 1 / 99 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 6/15/99

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 6/15/99

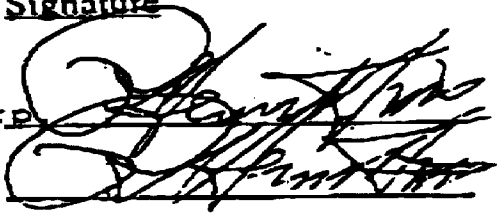
The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

**FOR EACH CORPORATION**

Signature

Typed or Printed Name of Individual & Title

Corp 

Richard Hewitt, III, President

Richard Hewitt, III, President

\_\_\_\_\_  
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# PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
<u>Sonic, U.S.A., Inc.</u>	<u>Florida</u>

Second: The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
<u>Sonic Acquisition, Corp.</u>	<u>Oklahoma</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Third: The terms and conditions of the merger are as follows:

Sonic U.S.A., Inc. shall merge with Sonic Acquisition, Corp. for purposes of operating a Florida based and Florida jurisdictional entity to be used for the operation of the surviving company's business.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

Surviving entity will assume all debts and obligations of merging entity. Stock will be exchanged on a 1:1 basis/ratio. No other conversion rights apply.

*(Attach additional sheets if necessary)*

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

N/A

OR

Restated articles are attached:

None

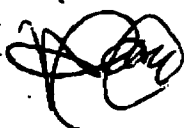
Other provisions relating to the merger are as follows:

None



**AGREEMENT FOR PURCHASE AND SALE OF ASSETS**

THIS AGREEMENT is dated effective December 31, 1998, and is entered into by and between Sonic Acquisition Corporation, a corporation organized under the laws of ("Purchaser"), and American Industries, Inc., and American Leasing & Investment Corporation, corporations organized under the laws of Florida (jointly and severally the "Seller").

*OKlahoma*  


**R E C I T A L S :**

1. Seller is the owner of a "Business" which owns, manufactures, and markets the "Sonic" line of boats, located at 3600 N. 29th Avenue, Hollywood, FL 33020; and

2. Seller wishes to sell, and Purchaser wishes to purchase, the assets of the Business, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, terms and conditions herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. RECITALS, EXHIBITS AND SCHEDULES. All of the above recitals are true, correct and complete, as well as each exhibit and schedule attached hereto, which are incorporated herein by reference.

2. PURCHASE AND SALE. Purchaser agrees to purchase from Seller, and Seller agrees to sell and deliver to Purchaser (hereinafter the "Sale"), on the "Closing" (hereinafter defined in Section titled "Closing and Certain Related Matters" herein), all rights, receivables, and other assets of the Business, including all assets and properties of every kind, wherever located (all of which are hereinafter collectively referred to as the "Assets"). Seller represents and warrant that, among other things, the Assets to be conveyed to Purchaser by Seller at Closing will be free and clear of any and all liens, encumbrances, claims or demands, except as disclosed herein, and shall include, without limitation:

(i) all inventories and titles as to boats, molds, tools, replacement parts, work in progress, and supplies of, and deposits held by, or in connection with, the Business,



in substantially the same good quantity, quality and condition as such items are constituted as of the date hereof, including supply levels consistent with the customary practices of the Business, including those identified under EXHIBIT A hereto;

(ii) all furniture, fixtures and equipment (hereinafter referred to as "FF&E"), in the same quantity, quality and condition as such items are constituted as of the date hereof, except for ordinary wear and tear, including without limitation, those items listed on EXHIBIT B attached hereto;

(iii) the name "Sonic" and any variant thereof, including all registered, and pending, trade names and marks, and service names and marks, and all patents, registered and pending, if any, pertaining to the Assets, including the boats;

(iv) all past and current records, vendor and customer lists, correspondence, and related information, or exact copies thereof, relating to the operation of the Business;

(v) all telephone numbers including, without limitation, (954) 922-5535 and Fax (954) 922-0578;

(vi) all account receivables, goodwill and other intangible rights;

(vii) all local, state and Federal, if any, transferable licenses, permits and all other similar authorizations and consents of or pertaining to the Business; and

(viii) all cash on hand on the Closing, including deposits, to be transferred to Purchaser.

3. PURCHASE PRICE. The purchase price for the Assets is the sum of \$ 4,000,000, which will be paid by the Purchaser to the Seller as provided below ("Purchase Price"), with the total purchase price to be allocated by Purchaser on or before January 14 1999 at 10:00 a.m.. Each of the parties agrees to report the Sale for Federal tax purposes in accordance with said allocation of the total purchase price.

4. PAYMENT OF PURCHASE PRICE. The Purchase Price, plus or minus prorations and adjustments as expressly provided for herein, shall be paid to Seller as follows, subject to the terms and conditions of this Agreement:

(A) upon completion of due dilligence, no later than January 6, 1999, Purchaser shall tender the sum of \$100,000

understanding of the parties on the subject matter hereof and supersede all prior agreements and understandings.

M. Construction. This Agreement shall be governed by the laws of the State of Florida without reference to conflict of laws and the venue for any action, claim or dispute in respect of this Agreement shall be such court of competent jurisdiction as is located in Broward County, Florida. The parties agree and acknowledge that each has reviewed this Agreement and the normal rule of construction that agreements are to be construed against the drafting party shall not apply in respect of this Agreement given the parties have mutually negotiated and drafted this Agreement.

N. Attorneys' Fees. In the event either party seeks to enforce this Agreement, whether or not through litigation, the prevailing party shall be entitled to receive reasonable attorneys' fees through appeals and all costs and expenses incurred in connection with such enforcement, including fees, costs and expenses of appeals.

O. Cooperation. The parties hereto agree to cooperate with one another in respect of this Agreement, including reviewing and executing any document necessary for the performance of this Agreement, to comply with law or as reasonably requested by any party hereto, or legal counsel to any party hereto.

P. Independent Legal Counsel. The parties hereto agree that (I) each has retained independent legal counsel in connection with the negotiation, preparation and execution of this Agreement, (ii) each has been advised of the importance of retaining legal counsel, and (iii) by the execution of this Agreement, each party who has not retained independent legal counsel acknowledges having waived such right. Notwithstanding the foregoing, it is hereby acknowledged that the law firm of Richard Rossi, Attorney, P.A., has acted as legal counsel to Purchaser only.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Witnesses:

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

Seller:

American Leasing and Investment, Inc.

By: *[Handwritten signature]*  
\_\_\_\_\_

Its: *[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
Anthony T. Andrews  
(Individually as to Section 12 only)

American Industries, Inc.

By: *[Handwritten signature]*  
\_\_\_\_\_

Its: *[Handwritten signature]*  
\_\_\_\_\_

PURCHASER:

Sonic Acquisition Corporation

By: *[Handwritten signature]*  
\_\_\_\_\_

Its: *[Handwritten signature]*  
\_\_\_\_\_

ESCROW AGENT:

Law Offices of Alan Steven Bernstein, P.A.

*[Handwritten signature]*  
\_\_\_\_\_

By: *[Handwritten signature]*  
\_\_\_\_\_