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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

09-10-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #40

Number of Patents &



101149132

original documents or copy thereof.

1. Name of conveying party(ies):

Costco Companies, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 27, 1999

2. Name and address of receiving party(ies)

Name: Costco Wholesale Corporation

Internal Address: 999 Lake Drive

Street Address: (same)

City: Issaquah State: WA ZIP: 98027

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Washington
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See attached Exhibit A

B. Trademark Registration No.(s)

See attached Exhibit A

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark J. Nielsen

Internal Address: Law Office Of

Mark J. Nielsen

12351 Lake City Way NE, Ste. 203

Street Address: (same)

City: Seattle State: WA ZIP: 98125

09/20/1999 DNGUYEN 00000410 75027960

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 3.41).....\$ 515.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

40.00 DP  
475.00 DP

9. 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.

Mark J. Nielsen  
Name of Person Signing

Signature

9/10/99  
Date

Total number of pages including cover sheet, attachments, and document: 9

TRADEMARK  
REEL: 001960 FRAME: 0347

*e*

FILED  
STATE OF WASHINGTON

AUG 27 1999

RALPH MUNRO  
SECRETARY OF STATE

**ARTICLES OF MERGER  
(Washington)**

of

**COSTCO COMPANIES, INC.**  
a Delaware corporation  
(nonsurviving corporation),

with and into

**COSTCO WHOLESALE CORPORATION**  
a Washington corporation  
(surviving corporation)

Pursuant to the Washington Business Corporation Act and the Delaware General Corporation Law ("DGCL"), the undersigned corporation hereby executes the following Articles of Merger:

1. Plan of Merger. Attached hereto as Exhibit A and incorporated herein by this reference, is the Plan and Agreement of Merger dated as of August 27, 1999 (the "Plan of Merger"), which sets forth the terms of the merger (the "Merger") of Costco Companies, Inc., a Delaware corporation ("CCI"), with and into Costco Wholesale Corporation, a Washington corporation and wholly owned subsidiary of CCI ("CWC"). CWC is the surviving corporation.

2. Shareholder Approval.

(a) The Merger was approved, and the Plan of Merger was approved and adopted, by the board of directors and shareholders of CCI in accordance with Sections 251 and 252 of the DGCL.

(b) The Merger was approved, and the Plan of Merger was approved and adopted, by the unanimous consent of the board of directors of CWC and by consent of the sole shareholder of CWC in accordance with RCW 23B.11.030.

3. Effective Time and Date. The merger shall become effective as of 12:01 a.m. Pacific Daylight Time, on August 30, 1999.

011: 00/27/1999 : 00767  
4190.00 01 08/27/1999  
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EXECUTED this 27<sup>th</sup> day of August, 1999.

COSTCO WHOLESALE CORPORATION



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By: Joel Benoliel,  
Title: Corporate Secretary

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08/24/99 2:31 PM

STATE of WASHINGTON



SECRETARY of STATE

I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal,

hereby certify by this certificate that the attached is a true and correct copy of

CERTIFICATE OF MERGER

of

COSTCO WHOLESALE CORPORATION

Merging COSTCO COMPANIES, INC.  
with and into COSTCO WHOLESALE CORPORATION

as filed in this office on August 27, 1999.



Date: September 2, 1999

Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital

Ralph Munro, Secretary of State

200-001

TRADEMARK

REEL: 001960 FRAME: 0350

**PLAN AND AGREEMENT OF MERGER**

**BETWEEN**

**COSTCO WHOLESALE CORPORATION**

**AND**

**COSTCO COMPANIES, INC.**

This Plan and Agreement of Merger (this "Agreement") is entered into this 27<sup>th</sup> day of August, 1999, by and between Costco Wholesale Corporation, a Washington corporation (the "Surviving Corporation"), and Costco Companies, Inc., a Delaware corporation ("CCI"). The Surviving Corporation and CCI are sometimes referred to jointly as the "Constituent Corporations."

**RECITALS**

A. Each of the Constituent Corporations are corporations organized and existing under the laws of the respective states as indicated in the first paragraph of this Agreement.

B. The shareholders and directors of each of the Constituent Corporations have deemed it advisable for the mutual benefit of the Constituent Corporations and their respective shareholders that CCI be merged into the Surviving Corporation pursuant to the provisions of the Washington Business Corporation Act, Title 23B of the Revised Code of Washington and the Delaware General Corporation Law (the "Merger").

C. It is intended that the Merger shall qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in accordance with the laws of the states of Washington and Delaware, the Constituent Corporations agree that, subject to the following terms and conditions, (i) CCI shall be merged into the Surviving Corporation, (ii) the Surviving Corporation shall continue to be governed by the laws of the state of Washington, and (iii) the terms of the Merger, and the mode of carrying them into effect, shall be as follows:

**ARTICLE I**

**ARTICLES OF SURVIVING CORPORATION**

The Articles of Incorporation of CWC as in effect immediately prior to the Effective Time of the Merger shall constitute the "Articles" of the Surviving Corporation within the meaning of Section 23B.01.400(l) of the Washington Business Corporation Act and Section 104 of the Delaware General Corporation Law.

## ARTICLE II

### APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

Pursuant to Section 252(d) of the Delaware General Corporation Law, the Surviving Corporation irrevocably appoints the Secretary of State of Delaware to accept service of process in any proceeding to enforce against the Surviving Corporation any obligation of CCI's as well as for enforcement of any obligation of the Surviving Corporation arising from the merger. The Delaware Secretary of State shall mail a copy of such process to Costco Wholesale Corporation, Attn: Legal Department, 999 Lake Drive, Issaquah, WA 98027.

## ARTICLE III

### CONVERSION OF SHARES

3.1 *CCI Shares.* At the Effective Time of the Merger each outstanding share of the common stock of CCI shall automatically convert to one share of common stock of Costco Wholesale Corporation. It will not be necessary for shareholders of CCI to exchange their existing stock certificates for stock certificates of the Surviving Corporation.

3.2 *Surviving Corporation Shares.* At the Effective Time of the Merger each outstanding share of the common stock of the Surviving Corporation held by CCI immediately prior to the Effective Time shall be automatically canceled and returned to the status of authorized but unissued shares.

## ARTICLE IV

### BYLAWS

The Bylaws of the Surviving Corporation shall be the governing Bylaws.

## ARTICLE V

### DIRECTORS AND OFFICERS

The directors and officers of CCI shall be the directors and officers of the Surviving Corporation.

## ARTICLE VI

### EFFECT OF THE MERGER

The effect of the Merger shall be as provided by the applicable provisions of the laws of Washington and Delaware. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time of the Merger: the separate existence of CCI shall cease; the Surviving Corporation shall possess all assets and property of every description, and every interest therein, wherever located, and the rights, privileges, immunities,

powers, franchises, and authority, of a public as well as a private nature, of all of the Constituent Corporations, all obligations belonging to or due any of the Constituent Corporations shall be vested in and become the obligations of, the Surviving Corporation without further act or deed; title to any real estate or any interest therein vested in any of the Constituent Corporations shall be vested in and become the obligations of the Surviving Corporation without further act or deed; title to any real estate or any interest therein shall not revert or in any way be impaired by reason of the Merger; all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired; and the Surviving Corporation shall be liable for all the obligations of the Constituent Corporations and any claim existing, or action or proceeding pending, by or against any of the Constituent Corporations may be prosecuted to judgment with right of appeal, as if the Merger had not taken place.

If at any time after the Effective Time of the Merger the Surviving Corporation shall consider it to be advisable that any further conveyances, agreements, documents, instruments, and assurances of law or any other things are necessary or desirable to vest, perfect, confirm, or record in the Surviving Corporation the title to any property, rights, privileges, powers, and franchises of the Constituent Corporations or otherwise to carry out the provisions of this Agreement, the proper directors and officers of the Constituent Corporations last in office shall execute and deliver, upon the Surviving Corporation's request, any and all proper conveyances, agreements, documents, instruments, and assurances of law, and do all things necessary or proper to vest, perfect, or confirm title to such property, rights, privileges, powers, and title to such property, rights, privileges, powers, and franchises in the Surviving Corporation, and otherwise to carry out the provisions of this Agreement.

## ARTICLE VII

### EFFECTIVE TIME OF THE MERGER

As used in this Agreement, the "Effective Time of the Merger" shall mean the time at which executed counterparts of this Agreement or conformed copies thereof, together with duly executed Certificates or Articles of Merger have been duly filed by the Constituent Corporations in the office of the Washington Secretary of State pursuant to Section 23B.11.050 of the Washington Business Corporation Act and the Office of the Delaware Secretary of State pursuant to Section 252 of the Delaware General Corporation Law, or at such time thereafter as is provided in such Certificate or Articles of Merger.

## ARTICLE VIII

### TERMINATION

This Agreement may be terminated and the Merger abandoned by mutual consent of the directors of the Constituent Corporations at any time prior to the Effective Time of the Merger.

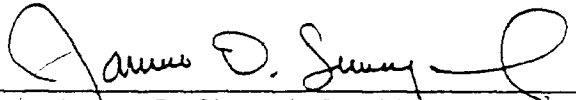
ARTICLE IX

NO THIRD PARTY BENEFICIARIES

Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm, or corporation, other than the Constituent Corporations and their respective shareholders, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Plan and Agreement of Merger to be executed as of the date first above written.

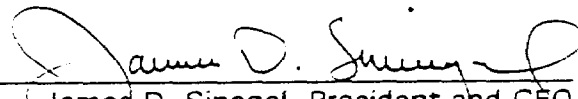
COSTCO WHOLESALE CORPORATION ("CWC"),  
a Washington corporation

By   
James D. Sinegal, President

ATTEST:

By   
Richard J. Olin, Assistant Secretary

COSTCO COMPANIES, INC. ("CCI"),  
a Delaware corporation

By   
James D. Sinegal, President and CEO

ATTEST:

By   
Richard J. Olin, Assistant Secretary



Mark	Class	Application No.	Registration No.
PRICE COSTCO	16	75/027,960	2,006,380
PRICE COSTCO	16 & 42	74/802,671	1,959,418
PRICE COSTCO	16 & 42	74/802,692	1,959,419
PRICE COSTCO	35	74/648,955	1,973,709
PRICE COSTCO	35	75/027,950	2,001,701
PRICE COSTCO	36	74/729,552	2,031,236
PRICE COSTCO	36	74/729,563	2,031,237
PRICE COSTCO	37	74/446,287	
PRICE COSTCO	37	74/446,485	
PRICE COSTCO	37	74/648,954	1,954,931
PRICE COSTCO	37	75/050,446	2,015,897
PRICE COSTCO	39	74/648,953	1,972,656
PRICE COSTCO	39	75/027,959	2,015,555
PRICE COSTCO	40	74/648,951	1,954,930
PRICE COSTCO	40	75/027,961	2,001,702
PRICE COSTCO	42	74/648,959	1,974,826
PRICE COSTCO	42	75/028,334	2,047,336
PRICE COSTCO CONNECTION	16	74/573,049	1,969,398
SPORTSNATION	41	75/130,567	2,237,124
SPORTSNATION	42	75/130,568	2,237,125

- EXHIBIT A -