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09-21-1999

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U.S. Department of Commerce
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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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

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.)

09/20/1999 DNGUYEN 00000418 1947033

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01 FC:481 40.00 OP
02 FC:482 100.00 OP

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TRADEMARK
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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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1,947,033"/>	<input type="text" value="1,947,034"/>	<input type="text" value="1,951,285"/>
<input type="text" value="1,951,286"/>	<input type="text" value="1,951,287"/>	<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.

Susan L. Heller

Name of Person Signing

Signature

9/13/99

Date Signed

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (this "Agreement") is entered into as of June 14, 1999 between Dove Brothers, LLC, a California limited liability company (the "Disappearing LLC"), and Dove Brothers, LLC, a Delaware limited liability company (the "Surviving LLC").

BACKGROUND

A. The Disappearing LLC is governed by an Operating Agreement dated as of March 13, 1995, as amended (the "Operating Agreement"). All of the outstanding Units of the Disappearing LLC are owned as follows:

<u>Member</u>	<u>Units</u>
The Dove Holdings Corporation ("TDHC")	981,964
Ross M. Dove	9,018
Kirk Dove	<u>9,018</u>
Total	<u>1,000,000</u>

B. The Surviving LLC is a newly-organized Delaware limited liability company. Its only member is the Disappearing LLC.

C. The parties intend that the Disappearing LLC merge with and into the Surviving LLC (the "Merger") pursuant to the terms and conditions set forth herein and the applicable provisions of Delaware and California law, and that upon the Merger's Effective Date (as defined below), all of the members of the Disappearing LLC will become all of the members of the Surviving LLC, with the same number of Units in each entity.

D. The parties are entering into this Agreement in anticipation of subsequent transactions immediately after the Merger whereby (i) TDHC will transfer a portion of its Units to Koll Management Services, Inc., a Delaware corporation ("KMS"), and (ii) TDHC, Ross and Kirk Dove, and KMS will then contribute all of their Units in the Surviving LLC to Dove Partners, Inc., a newly-formed Delaware corporation ("Holdings"), so that the Surviving LLC will then be wholly-owned by Holdings. (Delaware law currently permits a limited liability company to be owned by one member, whereas California law does not.)

NOW, THEREFORE, the parties hereby agree as follows:

1. Merger. The Disappearing LLC will be merged with and into the Surviving LLC effective as of the date (the "Effective Date") that a certificate of merger is filed with the Delaware Secretary of State. Upon the Effective Date, the separate existence of the Disappearing LLC will cease, and the Surviving LLC will be the surviving entity of the Merger.

2. Conversion of Units. On the Effective Date, by virtue of the Merger, and without any further action by any person, (i) each member's Units in the Disappearing LLC outstanding immediately prior to the Effective Date will be converted into the same number of

Units of the Surviving LLC, and (ii) the Disappearing LLC, which served as the initial member of the Surviving LLC, will no longer be a member of the Surviving LLC.

3. Certificate of Formation. The Certificate of Formation of the Surviving LLC, as it exists on the Effective Date, will be the Certificate of Formation of the Surviving LLC immediately after the Effective Date, unless and until it is amended or repealed in accordance with the provisions of Delaware law.

4. LLC Agreement.

(a) The Operating Agreement of the Disappearing LLC, as it exists on the Effective Date, will be the Limited Liability Company Agreement (the "LLC Agreement") of the Surviving LLC immediately after the Effective Date, except that any references to California law will be replaced by corresponding references to Delaware law.

(b) Immediately after the contribution of all the outstanding Units of the Surviving LLC to Holdings, so that the Surviving LLC is wholly-owned by Holdings (as described in Recital D above), Holdings and the Surviving LLC will enter into a new LLC Agreement for the Surviving LLC.

5. Transfer, Conveyance and Assumption. As of the Effective Date, the Surviving LLC will continue in existence as the surviving entity, and all of the assets and property of whatever kind and character of the Disappearing LLC will vest in the Surviving LLC; thereafter, the Surviving LLC will be liable for all of the liabilities and obligations of the Disappearing LLC, and any claim or judgment against the Disappearing LLC may be enforced against the Surviving LLC.

6. Termination. If the Effective Date does not occur on or before June 30, 1999, this Agreement will terminate and be of no further force and effect.

7. Miscellaneous.

(a) Further Action. Each party agrees to use reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement. In particular, the parties will file whatever documents are required by Delaware and California law to effectuate the Merger.

(b) Amendments. This Agreement may be amended before the Effective Date if, and only if, such amendment is in writing and signed by the parties to this Agreement.

(c) Integration. All prior agreements, contracts, promises, representations and statements, if any, between the parties are merged into this Agreement, and this Agreement will constitute the entire understanding between the parties with respect to the subject matter hereof.


(d) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(e) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

(f) Counterparts. This Agreement may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures were upon the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized representatives as of the date set forth above.

DOVE BROTHERS, LLC, a California limited liability company

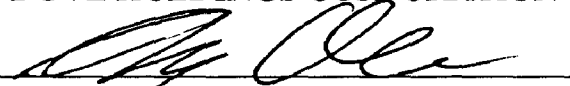
By: 
Ross M. Dove
Chairman and CEO

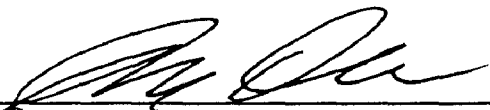
DOVE BROTHERS, LLC, a Delaware limited liability company

By: 
Ross M. Dove
Chairman and CEO

The undersigned, constituting all of the members of Dove Brothers, LLC, a California limited liability company, hereby consent to such Merger upon terms set forth in the above Agreement of Merger, and waive any dissenters' rights they may have pursuant to Chapter 13 of California's Limited Liability Company Act.

THE DOVE HOLDINGS CORPORATION

By: 
Ross M. Dove
Chairman and CEO



ROSS M. DOVE,



KIRK DOVE