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OMB 0651-0027

10-27-1999

U.S. Department of Commerce
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TRADEMARK



101183969

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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
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Other

Effective Date
Month Day Year

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/AKATA

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.)

10/26/1999 DNGUYEN 00000302 75665919

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01 FC:481
02 FC:482

40.00 OP
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Mail documents to be recorded with required cover sheet(s) information to:
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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)

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Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

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Pages

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

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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.

Monika J. Hussell

Name of Person Signing



Signature

Oct. 21, 1999

Date Signed

FILED
JAN 22 1999
IN THE OFFICE OF
SECRETARY OF STATE
WEST VIRGINIA

**ARTICLES OF MERGER
OF SNOWSHOE RESORT, INC.**

**WITH AND INTO
SNOWSHOE RESORT MANAGEMENT, INC.**

Pursuant to the provisions of Section 119, Article 1, Chapter 31 of the Code of West Virginia, 1931, as amended, the undersigned corporation adopts the following ARTICLES OF MERGER for the purpose of merging a wholly-owned subsidiary corporation into the undersigned as the surviving corporation:

I. The following Plan of Merger was approved by the Board of Directors of the undersigned, as the surviving corporation, in the manner prescribed by Section 117, Article 1, Chapter 31 of the Code of West Virginia, 1931, as amended:

The Plan of Merger is attached as Exhibit A hereto.

II. The number of outstanding shares of each class of the subsidiary corporation, and the number of shares of each class owned by the surviving corporation, are as follows:

Name of Corporation (Subsidiary)	Number of Shares Outstanding	Designation of Class	Number of Shares Owned By Surviving Corporation
Snowshoe Resort, Inc.	100	Common Stock	100

III. The sole shareholder of the subsidiary corporation waived the requirement of mailing a copy of the Plan Of Merger to the sole shareholder of record of the subsidiary corporation under W.Va. Code § 31-1-119(c).

Dated: JANUARY 13 1998

SNOWSHOE RESORT MANAGEMENT, INC.

By: _____

~~Joe S. Houssian, President~~

-and-


By: _____

Ross J. Meacher, Secretary

PROVINCE OF BRITISH COLUMBIA
CITY OF VANCOUVER, to wit:

I, RUSSELL BENSON, a Notary Public, do hereby certify that on this 13TH day of JANUARY, 1998, personally appeared before me Joe S. Houssian, who, being by me first duly sworn, declared that he is the President of Snowshoe Resort Management, Inc., that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

[seal]



Notary Public

My Commission expires: ON DEATH

Articles of Merger Prepared by:

Monika J. Hussell
JACKSON & KELLY
P.O. Box 553
Charleston, West Virginia, 25314

CHASFS3:126482

Exhibit A

**PLAN OF MERGER
OF SNOWSHOE RESORT, INC.
WITH AND INTO
SNOWSHOE RESORT MANAGEMENT, INC.**

**SECTION 1
THE MERGER**

1.1 Names of Corporations Proposing to Merge. The name of the subsidiary corporation is Snowshoe Resort, Inc. The name of the corporation owning 100 issued and outstanding shares of the common stock of Snowshoe Resort, Inc. ("Snowshoe"), constituting all of the issued and outstanding common stock of Snowshoe, is Snowshoe Resort Management, Inc.

1.2 Terms and Conditions of the Merger. On the date upon which the merger is effected (the "Effective Date" as defined in Section 4.2 below), Snowshoe shall be merged with and into Snowshoe Resort Management, Inc. ("Management", sometimes referred to hereinafter as the "Surviving Corporation") and its separate existence shall cease. The corporations shall therefrom become a single corporation, the Surviving Corporation, which shall continue its existence under the name "Snowshoe Resort Management, Inc." until such time as the Articles of Incorporation of Surviving Corporation are amended to change its name to Snowshoe Resort, Inc. Upon the Merger becoming effective, the Surviving Corporation (i) shall possess all of the rights, privileges, immunities and franchises of each of Snowshoe and Management; (ii) shall be vested with all property, real, personal and mixed, of each of the corporations, and all debts due to the corporations on whatever account to any of them including subscriptions to shares and all other choses in action, and all and every other interest of or belonging to Snowshoe shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and (iii) shall be responsible and liable for all liabilities and obligations of Snowshoe, and any claim arising or action or proceeding pending by or against either Snowshoe or Management may be prosecuted as if the merger had not taken place. Neither the rights of creditors nor any liens upon the property of any of the corporations shall be impaired by the merger.

SECTION 2
ARTICLES OF INCORPORATION; BYLAWS;
BOARD OF DIRECTORS AND OFFICERS

2.1 Articles of Incorporation. From and after the Effective Date, the Articles of Incorporation of Management, as the same may be amended from time to time as provided by law, shall be the Articles of Incorporation of the Surviving Corporation.

2.2 Bylaws. The Bylaws of Management as in effect on the Effective Date shall continue as the Bylaws of the Surviving Corporation until the same shall thereafter be altered, amended or repealed in accordance with law, its Articles of Incorporation, or said Bylaws.

2.3 Directors and Officers. The directors and officers of Management on the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall hold office as prescribed in the Bylaws of the Surviving Corporation and applicable law until their successors shall have been elected and shall qualify.

SECTION 3
SURRENDER OF SHARES

3.1 Surrender of Shares. On the Effective Date, each share of common stock of Snowshoe ("Snowshoe Stock") then issued shall be canceled.

3.2 Closing of Stock Transfer Books. On the Effective Date, the stock transfer books of Snowshoe shall be deemed closed, and no shares of Snowshoe Stock outstanding immediately prior to the Effective Date shall thereafter be transferred.

3.3 Surrender of Certificates. As soon as practicable after the Effective Date, the certificates representing the outstanding shares of Snowshoe Stock shall be surrendered to Management or any agent designated by it and, upon such surrender, such certificates shall be canceled.

SECTION 4
CONDITIONS PRECEDENT; EFFECTIVE DATE

4.1 Conditions Precedent. The consummation of the Merger is conditioned upon the following:

- (a) The Board of Directors of Management shall have approved this Plan of Merger by vote as required by law.
- (b) Thirty days shall have elapsed following the mailing of a copy of this Plan of Merger to the sole shareholder of Snowshoe or such 30-day period shall have been waived by the sole shareholder.

4.2 Effective Date. The Merger shall become effective (the "Effective Date") on the date on which the certificate of merger approving the Merger is issued by the Secretary of State of the State of West Virginia.

SECTION 5 TERMINATION OF AGREEMENT

5.1 Termination. This Plan of Merger and the transactions contemplated hereby may be terminated by Management at any time prior to the filing of the Articles of Merger with the West Virginia Secretary of State.

5.2 Effect of Termination; Right to Proceed. In the event this Plan of Merger shall be terminated pursuant to Section 5.1, all further obligations of Management under this Plan of Merger shall terminate.

SECTION 6 ACTIONS SUBSEQUENT TO MERGER

6.1 Transaction Documents. Management and its officers and directors shall take such other actions as shall be necessary to accomplish and confirm the Merger, including without limitation the execution and/or recordation of confirmatory bills of sale and deeds for property owned by Snowshoe.

CHASFS3:134855

State of West Virginia



Certificate

*I, Ken Hechler, Secretary of State of the
State of West Virginia, hereby certify that*

the following and hereto attached is a true and exact copy of the articles of merger by and between SNOWSHOE RESORT, INC., A WEST VIRGINIA CORPORATION AND SHOWSHOE RESORT MANAGEMENT, INC., A WEST VIRGINIA CORPORATION.

Filed in this office on the Twenty Second day of January, 1999; as it appears from the records of my said office.



*Given under my hand and the
Great Seal of the State of
West Virginia on this
Thirteenth
October* 19 *day of* 99

Ken Hechler

Secretary of State

SECRETARY OF STATE
AMENDMENT SCREEN

THE AMENDMENT FILE HAS BEEN UPDATED

*Orig. date
10/13/95*

CORP. NAME: SNOWSHOE RESORT, INC.

CODE	DATE	AMENDMENT
	01/22/1999	MERGER: MERGING SILVER CREEK RESORT, INC., A WV CORP WITH AND INTO SNOWSHOE RESORT, INC., A WV CORP, THE SURVIVOR.
*	01/23/1999	MERGER (FILED 1-22-99) MERGING SNOWSHOE RESORT, INC., A WV CORP WITH AND INTO SNOWSHOE RESORT MANAGEMENT, INC., A WV CORP, THE SURVIVOR.

"ENTER" = TO APPLY CHANGES

"PF15" = TO RETURN TO MENU

"PF19" = TO PAGE UPWARD

"PF20" = TO PAGE DOWNWARD

"PF16" = TO GO TO BROWSE