

10-29-1999



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Dunlap Enterprises, Inc.

- Individual(s)
- General Partnership
- Corporation-State California
- 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: September 30, 1999

2. Name and address of receiving party(ies):

Name: DVS Shoe Co., Inc.

Internal Address: 18757 Burbank Boulevard, Suite 104

Street Address: _____

City: Tarzana State: CA ZIP: 91356

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

75/026996 and 75/200119

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Dorie Choderker

Internal Address: Loeb & Loeb LLP

Street Address: 10100 Santa Monica Boulevard,

Suite 2200

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: [2]

7. Total fee (37 CFR 3.41) \$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

12-1820

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

10/29/1999 MTHA11 00000041 75026996

DO NOT USE THIS SPACE

01 FC-481 40.00 OP
02 FC-482 25.00 OP

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.

Dorie Choderker

Name of Person Signing

Dorie Choderker

Signature

10/25/99

Date

Total number of pages including cover sheet, attachments, and document: [7]

Mail documents to be recorded with required cover sheet information to:

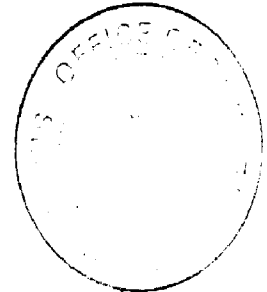
Commissioner of Patents and Trademarks, Box Assignments

Express Mail No. EL420692068US

Washington, D.C. 20231

TRADEMARK
REEL: 001981 FRAME: 0775

State of California



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 5 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of



Bill Jones

Secretary of State

NO 932035

FILED
in the office of the Secretary of State
of the State of California

1777253 SURV

AGREEMENT OF MERGER

SEP 30 1999

Bill Jones
JONES, Secretary of State

THIS AGREEMENT OF MERGER, dated as of September 30, 1999, is entered into by and between DVS Shoe Co., Inc., a California corporation ("DVS"), and Dunlap Enterprises, Inc., a California corporation ("DUNLAP"), with reference to the following facts:

A. The Board of Directors of each of DVS and DUNLAP have determined that it is advisable and to the advantage of each of DVS and DUNLAP that DUNLAP merge into DVS upon the terms and conditions provided herein (the "Merger").

B. The shareholders of DUNLAP have approved this Agreement of Merger.

C. The parties intend that this Agreement shall constitute a plan of reorganization in a transaction of the type described in Section 368(a) of the Internal Revenue Code of 1986, as amended.

D. NOW, THEREFORE, the parties agree as follows:

1. Merger. In accordance with the provisions of the General Corporation Law of California, at the Effective Time (as defined below), DUNLAP shall be merged with and into DVS and DVS shall become the surviving corporation (the "Surviving Corporation").

2. Effective Time. The Merger shall become effective on September 30, 1999 at 11:59 p.m., Pacific Time (the "Effective Time").

3. Succession. At the Effective Time of the Merger, the separate existence of DUNLAP shall cease and the Surviving Corporation shall succeed, without other transfer, to all the rights and properties of DUNLAP and shall be subject to all the debts and liabilities of DUNLAP in the same manner as if the Surviving Corporation had itself incurred them, all as more fully set forth in Section 1107 of the General Corporation Law of the State of California.

4. Articles of Incorporation. The Articles of Incorporation of DVS in effect at the Effective Time of the Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until altered, amended or repealed as provided therein or as provided by law.

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5. Bylaws. The Bylaws of DVS in effect at the Effective Time of the Merger shall continue in full force and effect as the bylaws of the Surviving Corporation until altered, amended or repealed as provided therein or as provided by law.

6. Stock. By virtue of the Merger, at the Effective Time:

(a) All the outstanding shares of capital stock of DUNLAP shall be cancelled, and no shares of the Surviving Corporation shall be issued in exchange therefor.

(b) The outstanding shares of common stock of the Surviving Corporation shall remain outstanding and are not affected by the Merger.

7. Further Assurance. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of DUNLAP such documents and instruments, and there shall be taken or caused to be taken by DUNLAP such further and other action as shall be appropriate or necessary in order to vest or confirm to the Surviving Corporation title to and possession of the rights, properties, assets and business of DUNLAP. The officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of DUNLAP or otherwise to take all actions and to execute and deliver all documents and other instruments necessary to effectuate the purposes of this Agreement.

8. Abandonment of Merger. At any time before the Effective Time of the Merger, this Agreement may be terminated, and the Merger may be abandoned by the Board of Directors of any one of the Surviving Corporation or DUNLAP or each of them, notwithstanding approval of this Agreement by the shareholders of DUNLAP.

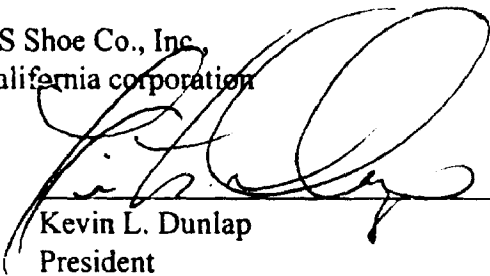
9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

[SIGNATURES APPEAR ON NEXT PAGE]

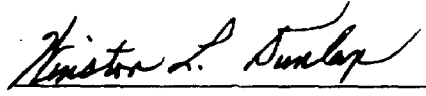
IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the date first above written.

DVS Shoe Co., Inc.
a California corporation

By

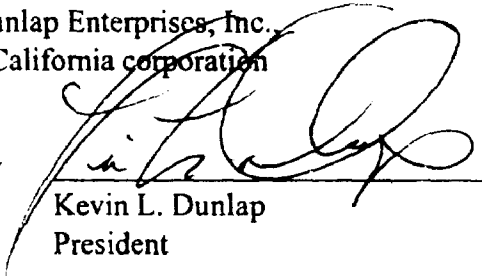

Kevin L. Dunlap
President

By

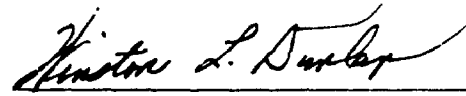

Winston L. Dunlap
Secretary

Dunlap Enterprises, Inc.
a California corporation

By


Kevin L. Dunlap
President

By


Winston L. Dunlap
Secretary

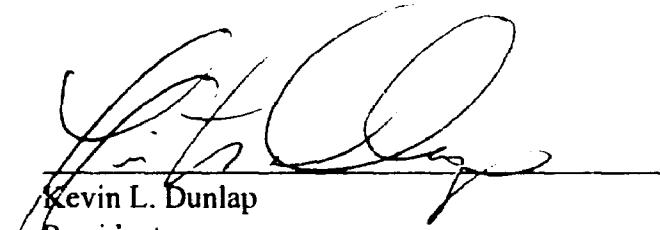
**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Kevin L. Dunlap and Winston L. Dunlap certify that:

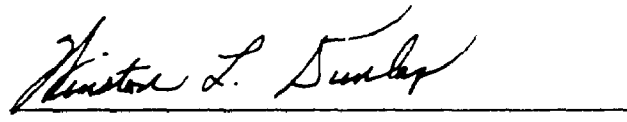
1. They are President and Secretary, respectively, of DVS Shoe Co., Inc., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors of this corporation. The merger was entitled to be approved by the board of directors alone under the provisions of Section 1201 of the California Corporations Code.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: September 30, 1999.



Kevin L. Dunlap
President



Winston L. Dunlap
Secretary

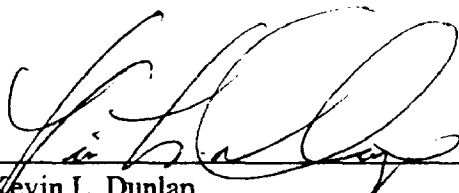
**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Kevin L. Dunlap and Winston L. Dunlap certify that:

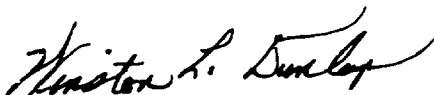
1. They are President and Secretary, respectively, of Dunlap Enterprises, Inc., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. The corporation has only one class of shares and the total number of outstanding shares is 500.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: September 30, 1999.



Kevin L. Dunlap
President



Winston L. Dunlap
Secretary

