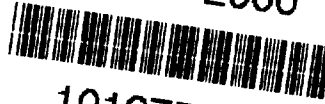


02-25-2000



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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

2.2.00

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 Agreement

Merger

Change of Name

Other _____

Effective Date
Month Day Year
09301999

Conveying Party

Mark if additional names of conveying parties attached

Name: Dunlap Enterprises, Inc.

Formerly: _____

Execution Date
Month Day Year

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization: California

Receiving Party

Mark if additional names of receiving parties attached

Name: DVS Shoe Co., Inc.

DBA/AKA/TA: _____

Composed of: _____

Address (line 1): 18757 Burbank Boulevard

Address (line 2): Suite 104

Address (line 3): Tarzana City, California State/Country, 91356 Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization: California

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.)

FOR OFFICE USE ONLY

02/24/2000 DMGUYEM 00000143 75130491

01 FC:481 40.00 OP

Public burden 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, Chief Information Officer, Washington, D.C. 20231 and 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 REQUEST TO RECORD ASSIGNMENT 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: 002025 FRAME: 0743

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)

<input type="text" value="75130491"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Check 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 the deposit account are authorized, as indicated herein.

Dorie Choderker

Dorie Choderker

2/1/00

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Name

Execution Date
Month Date Year

Formerly

Individual General Partnership Limited Partnership Corporaton Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

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 the Assignment.)

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)

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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

OCT 20 1983



Bill Jones

Secretary of State

00532035

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

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AGREEMENT OF MERGER

SEP 30 1999

Bill Jones
W. 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.

TRADEMARK

REEL: 002025 FRAME: 0747

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.

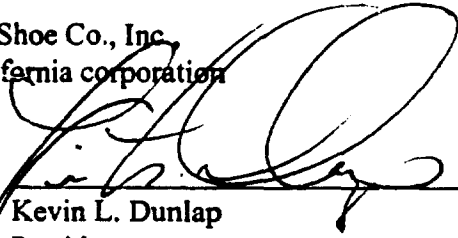
9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

[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

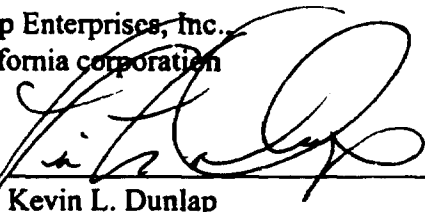
By



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:

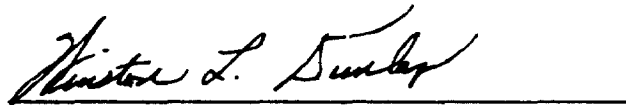
1. They are President and Secretary, respectively, of DVS Shoe Co., Inc., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors of this corporation. The merger was entitled to be approved by the board of directors alone under the provisions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

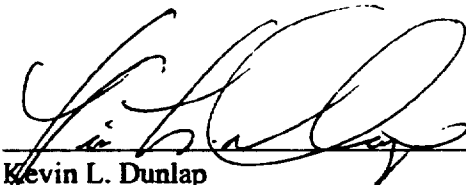
**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

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

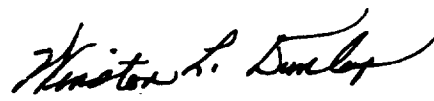
1. They are President and Secretary, respectively, of Dunlap Enterprises, Inc., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding 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

