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02-25-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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OPR/FINANCE RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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
 - Security Agreement
 - Merger
 - Change of Name
 - Other
 - License
 - Nunc Pro Tunc Assignment
- Effective Date
Month Day Year
January 1, 2000

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
12/1/99

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.)

02/24/2000 DNGUYEN 00000118 2126270

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
225.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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

<input type="text" value="See Schedule"/>	<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:

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

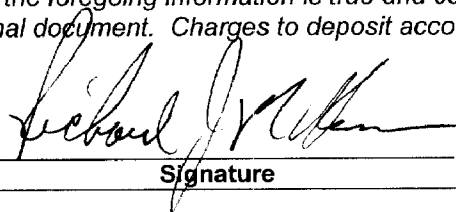
No

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.

Richard J. McKenna

Name of Person Signing



Signature

2/3/2000

Date Signed

SCHEDULE FOR RAINFAIR, INC.**U.S. TRADEMARK REGISTRATIONS**

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
BAND-IT	2126270	December 30, 1997
CHEM-TECH	2065974	May 27, 1997
FLAME-TECH	2022285	December 10, 1996
POLYLON	799552	November 30, 1965
RAINFAIR	2185635	September 1, 1998
RAINFAIR	1292396	August 28, 1984
RAINFAIR	1060856	March 8, 1977
RAINFAIR & Horse Design	1291246	August 21, 1984
RAINFAIR & Horse Design	678152	May 5, 1959
WEATHERSHIELD	1614984	September 25, 1990

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**ARTICLES OF MERGER
MERGING
RAINFAIR, INC.
(a Wisconsin corporation)
WITH AND INTO ITS PARENT CORPORATION
LACROSSE FOOTWEAR, INC.
(a Wisconsin corporation)**

ARTICLES OF MERGER executed as of this 1st day of December, 1999, by LaCrosse Footwear, Inc., a Wisconsin corporation (hereinafter referred to as "Survivor"), in accordance with Section 180.1105 of the Wisconsin Business Corporation Law ("WBCL").

ARTICLE I

The Board of Directors of the Survivor, in accordance with its Restated Articles of Incorporation and By-laws and Section 180.1104 of the WBCL, adopted as of August 19, 1999, resolutions by unanimous written consent adopting and approving a Plan of Merger, dated as of December 1, 1999, a true and correct copy of which is attached hereto as Exhibit A and incorporated herein by reference merging Rainfair, Inc., a Wisconsin corporation and wholly-owned subsidiary of Survivor (hereinafter referred to as the "Merging Corporation"), with and into Survivor.

ARTICLE II

All of the issued and outstanding capital stock of Merging Corporation, consisting solely of 1,250 shares of Class A Common Stock, \$.01 par value per share, 1,250 shares of Class B Common Stock, \$.01 par value per share, and 500 shares of Preferred Stock, \$.01 par value per share, is held of record and beneficially by Survivor. Pursuant to Section 180.1104 of the WBCL, the approval of (a) the Board of Directors of Merging Corporation, (b) Survivor, as the holder of 100% of Merging Corporation's outstanding capital stock, and (c) the shareholders of Survivor, is not required for the merger of Merging Corporation with and into Survivor.

ARTICLE III

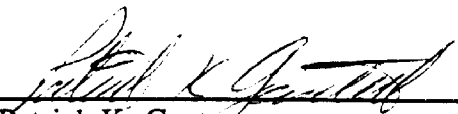
The Survivor, as sole shareholder of the Merging Corporation, hereby waives mailing to it of the Plan of Merger as required under Section 180.1104(3) of the WBCL.

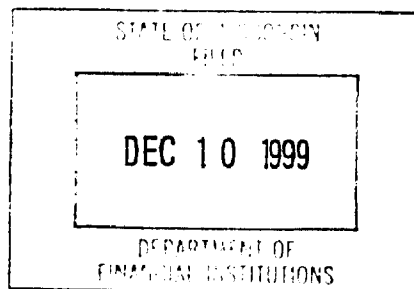
ARTICLE IV

These Articles of Merger shall be effective, and the merger of the Merging Corporation with and into Survivor shall take effect, as of 12:01 A.M. on January 1, 2000.

IN WITNESS WHEREOF, the undersigned Survivor has caused these Articles of Merger to be executed as of the day and year first above written.

LACROSSE FOOTWEAR, INC.
("Survivor")

By: 
Patrick K. Gantert
President and Chief Executive Officer



This Document was drafted by, and a copy hereof should be returned to, Paul J. Jones of Foley & Lardner, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

PLAN OF MERGER

THIS PLAN OF MERGER, dated as of December 1, 1999 (the "Plan of Merger"), is entered into by and between LaCrosse Footwear, Inc., a Wisconsin corporation ("Parent"), and Rainfair, Inc., a Wisconsin corporation and wholly-owned subsidiary of Parent ("Subsidiary").

NOW, THEREFORE, in consideration of the premises and the agreements herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

THE MERGER

1.01 The Merger. Subject to the terms and conditions of this Plan of Merger, Subsidiary shall be merged with and into Parent (the "Merger") in accordance with the Wisconsin Business Corporation Law (the "WBCL"). Parent shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation") and shall continue its corporate name and existence under the laws of the State of Wisconsin. At the Effective Time (as hereinafter defined), the separate corporate existence of Subsidiary shall cease.

1.02 Effective Time of the Merger. Subject to the provisions of this Plan of Merger, articles of merger shall be duly prepared and executed by or on behalf of Parent and thereafter delivered to the Wisconsin Department of Financial Institutions for filing, as provided in the WBCL. The Merger shall become effective as of 12:01 A.M. on January 1, 2000 (the "Effective Time").

1.03 Restated Articles of Incorporation and By-Laws of the Surviving Corporation. At the Effective Time, (i) the Restated Articles of Incorporation, as amended, of Parent in effect immediately prior to the Effective Time shall be the Restated Articles of Incorporation of the Surviving Corporation, and (ii) the By-laws of Parent in effect immediately prior to the Effective Time shall be the By-laws of the Surviving Corporation.

1.04 Directors and Officers of the Surviving Corporation. The directors and officers of Parent immediately prior to the Effective Time shall continue, from and after the Effective Time, as the directors and officers of the Surviving Corporation (in each case until such time as their respective successors are duly elected or their earlier resignation, death, retirement or removal).

ARTICLE II

CONTINUATION AND CANCELLATION OF SHARES

2.01 Continuation of Parent Common Stock. The shares of common stock, \$.01 par value, of Parent issued and outstanding immediately prior to the Effective Time shall not be affected in any manner by virtue of the Merger.

2.02 Cancellation of Subsidiary Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of shares common stock, \$.01 par value, of Subsidiary or preferred stock, \$.01 par value, of Subsidiary (collectively, the "Subsidiary Stock"), each share of Subsidiary Stock issued and outstanding immediately prior to the Effective Time shall no longer be issued or outstanding and shall automatically be cancelled and retired and shall cease to exist, and each holder of a certificate representing any such shares shall cease to have any rights with respect thereto. No shares of capital stock of Parent or other consideration shall be issued in connection with such cancellation of Subsidiary Stock pursuant to the Merger.

ARTICLE III

GENERAL PROVISIONS

3.01 Counterparts. This Plan of Merger may be executed in counterparts, each of which shall constitute one and the same document, effective for all purposes as of the date first written above.

3.02 Headings. The headings in this Plan of Merger are inserted for convenience only and shall not constitute a part hereof.

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

LACROSSE FOOTWEAR, INC.
("Parent")

RAINFAIR, INC.
("Subsidiary")

By: *Patrick K. Gantert*
Name: Patrick K. Gantert
Title: President and Chief Executive Officer

By: *Patrick K. Gantert*
Name: Patrick K. Gantert
Title: President and Chief Executive Officer

