

04-24-2000

HEET

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

101329934

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

1. Name of conveying party(ies):

Elizabeth Webbing Mills

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: Delaware
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☒ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: December 16, 1998

2. Name and address of receiving party(ies)

Name: California Webbing Industries, Inc.
 Internal Address:
 Street Address: 5175 Commerce Drive
 Baldwin Park, California 91706

- ☐ 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 registration number(s):

A. Trademark Application No.(s)
 75722765

B. Trademark Registration No.(s)
 1,704,262

Additional numbers attached? ☒ Yes ☐ No

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

Name: Edward F. Perlman
 Address: WOLF, GREENFIELD & SACKS, P.C.
 Federal Reserve Plaza
 600 Atlantic Avenue
 Boston, MA 02210

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

7. Total fee (37 CFR 3.41).....\$ 465.00
☒ Enclosed

☐ Authorized to be charged to deposit account
 The Commissioner is authorized to charge:

8. Deposit Account No: 23/2825

DO NOT USE THIS SPACE

9. 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.

Edward F. Perlman
 Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [19]

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

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01 FC:481
 02 FC:482

40.00 OP
 375.00 OP

TRADEMARK
 REEL: 002058 FRAME: 0275

Refund Ref: 04/24/2000
 TTON11 0000092770

CHECK Refund Total: \$50.00

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

75/330,226

75/395,109

75/464,395

75/464,394

75/472,382

75/722,765

B. Trademark Registration No.(s):

1,704,562

1,675,140

1,745,847

1,855,119

2,223,317

2,195,440

2,195,439

2,210,119

2,190,789

1,220,636

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:
"ELIZABETH WEBBING MILLS CO., INC.", A DELAWARE CORPORATION,
WITH AND INTO "CALIFORNIA WEBBING INDUSTRIES, INC." UNDER THE NAME OF "CALIFORNIA WEBBING INDUSTRIES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, AS RECEIVED AND FILED IN THIS OFFICE THE SEVENTEENTH DAY OF DECEMBER, A.D. 1998, AT 10:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



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981489252

Edward J. Freel, Secretary of State

AUTHENTICATION: 9488945

DATE: 12-28-98

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:01 AM 12/17/1998
981489252 - 2139.112

P.05

AGREEMENT OF MERGER

AGREEMENT OF MERGER made as of December 16, 1998 between California Webbing Industries, Inc., a California corporation ("California Webbing") and Elizabeth Webbing Mills Co., Inc., a Delaware corporation ("Elizabeth Webbing").

WHEREAS, the Boards of Directors of California Webbing and Elizabeth Webbing, respectively, deem it advisable and generally to the advantage and welfare of the two corporate parties and their respective shareholders that California Webbing merge with Elizabeth Webbing under and pursuant to the provisions of the California Corporations Code and of the General Corporation Law of Delaware.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. **MERGER.** Elizabeth Webbing shall be and it hereby is merged into California Webbing.
2. **EFFECTIVE DATE.** This Agreement of Merger shall become effective on December 30, 1998, the time of such effectiveness being hereinafter called the Effective Date.
3. **SURVIVING CORPORATION.** California Webbing shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of California, but the separate corporate existence of Elizabeth Webbing shall cease forthwith upon the Effective Date.

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4 **AUTHORIZED CAPITAL.** The authorized capital stock of California Webbing following the Effective Date shall be 2,000 shares of Common Stock, no par value, unless and until the same shall be changed in accordance with the laws of the State of California.

5. **CERTIFICATE OF INCORPORATION.** The Certificate of Incorporation of California Webbing as it exists on the Effective Date shall be the Certificate of Incorporation of California Webbing following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved.

6. **BYLAWS.** The Bylaws of California Webbing as they exist on the Effective Date shall be the Bylaws of California Webbing following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

7. **BOARD OF DIRECTORS AND OFFICERS.** The members of the Board of Directors and the officers of California Webbing immediately after the Effective Date shall be those persons who were the members of the Board of Directors and the officers, respectively, of California Webbing immediately prior to the Effective Date, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

8. **FURTHER ASSURANCE OF TITLE.** If at any time California Webbing shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to

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California Webbing any right, title, or interest of Elizabeth Webbing held immediately prior to the Effective Date, Elizabeth Webbing and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in California Webbing as shall be necessary to carry out the purposes of this Agreement of Merger, and California Webbing and its proper officers and directors are fully authorized to take any and all such action in the name of Elizabeth Webbing or otherwise.

9. **RETIREMENT OF ELIZABETH WEBBING STOCK.** Forthwith upon the Effective Date, each of the shares of the Common Stock of Elizabeth Webbing presently issued and outstanding shall be retired, without consideration, and no shares of Common Stock or other securities of California Webbing shall be issued in respect thereof.

10. **EFFECT OF MERGER.** At and after the Effective Date, California Webbing shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of each of the parties hereto; all debts due to Elizabeth Webbing of whatever account shall be vested in California Webbing; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the parties hereto shall be as effectively the property of California Webbing as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in Elizabeth Webbing shall not revert or be in any way impaired

02/28/00

16:01

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DEC-28-98 MON 12:23 PM NOR PH# 734-1450

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by reason of the merger, but shall be vested in California Webbing; all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved unimpaired, limited in lien to the property affected by such lien at the Effective Date; all debts, liabilities, and duties of the respective parties hereto shall thereafter attach to California Webbing and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it; and California Webbing shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against claims and demands arising out of the merger.

11. **BOOK ENTRIES.** The merger contemplated hereby shall be treated as a pooling of interests and as of the Effective Date entries shall be made upon the books of California Webbing in accordance therewith.

12. **SERVICE OF PROCESS ON SURVIVING COMPANY.** California Webbing has irrevocably appointed the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceeding, and the address to which a copy of such service of process shall be mailed by the Secretary of State of Delaware is 521 Roosevelt Ave. Central Falls, Rhode Island, 02863.

13. **PLAN OF REORGANIZATION.** This Agreement of Merger constitutes a Plan of Reorganization to be carried out in the manner, on the terms and subject to the conditions herein set forth.

IN WITNESS WHEREOF each of the corporate parties hereto, pursuant to authority duly granted by the Board of Directors, has caused this Agreement of Merger to be executed by their duly authorized officers.

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ATTEST:

Edmund O. O'Neil
Assistant Secretary

ATTEST:

Edmund O. O'Neil
Assistant Secretary

CALIFORNIA WEBBING INDUSTRIES,
INC.

By: *[Signature]*
Its: Chief Executive Officer

ELIZABETH WEBBING MILLS CO.,
INC.

By: *[Signature]*
Its: Chief Executive Officer

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CERTIFICATE OF ASSISTANT SECRETARY
OF ELIZABETH WEBBING MILLS CO., INC.

I, Edward D. Feldstein, Assistant Secretary of Elizabeth Webbing Mills Co., Inc., a corporation organized and existing under the laws of Delaware, hereby certify, as such assistant secretary, that the Agreement of Merger to which this certificate is attached was duly submitted to the stockholders of Elizabeth Webbing Mills Co., Inc., for the purpose of considering and taking action upon the proposed Agreement of Merger; that 512 shares of stock of said corporation were on said date issued and outstanding; that the holders of 512 shares voted in favor of the merger, 0 shares voted against the same, and that thereby the Agreement of Merger was duly adopted as the act of the stockholders of Elizabeth Webbing Mills Co., Inc., and the duly adopted agreement of said corporation.



Edward D. Feldstein
Assistant Secretary

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CERTIFICATE OF ASSISTANT SECRETARY
OF CALIFORNIA WEBBING INDUSTRIES, INC.

I, Edward D. Feldstein, Assistant Secretary of California Webbing Industries, Inc., a corporation organized and existing under the laws of California, hereby certify, as such assistant secretary, that the Agreement of Merger to which this certificate is attached was duly submitted to the stockholders of California Webbing Industries, Inc., for the purpose of considering and taking action upon the proposed Agreement of Merger; that 512 shares of stock of said corporation were on said date issued and outstanding; that the holders of 512 shares voted by ballot in favor of the merger, 0 shares voted against the same, and that thereby the Agreement of Merger was duly adopted as the act of the stockholders of California Webbing Industries, Inc., and the duly adopted agreement of said corporation.


Edward D. Feldstein
Assistant Secretary

1642-7.12731



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
P.O. BOX 942857
SACRAMENTO, CALIFORNIA 94257-0540
TELEPHONE (916) 845-4124

**Tax Clearance
Certificate**

04/21/99

ELIZABETH WEBBING MILLS CO., INC.
PO BOX 1168
PAWTUCKET RI 02862-1168

ISSUED TO: ELIZABETH WEBBING MILLS CO., INC.
CORP 0532185

This certificate expires on JUNE, 15 1999

THIS IS TO CERTIFY THAT all taxes imposed on the above-named corporation under the Bank and Corporation Tax Law have been paid or are secured by bond, deposit or other security.

A copy of this Tax Clearance Certificate has been sent to the Office of the Secretary of State at Sacramento, California. The original of this certificate may be retained for the files of the corporation.

The required Secretary of State forms to dissolve, withdraw, or merge must be filed with the Office of the Secretary of State at 1500 Eleventh St., Third Floor, Sacramento, CA 95814-5701 by the expiration date of this notice.

NOTE: If the above process is not completed with the Secretary of State by the expiration date, the corporation will remain subject to the filing requirements of the Bank and Corporation Tax Law.

357RG:TC:EH

FRANCHISE TAX BOARD

By *Douglas Bernson*
Authorized Signature
Corporation Audit Tax Clearance Unit

A0524382



SECRETARY OF STATE

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

That the attached transcript of 1 page(s) has been compared with the record on file in this office, 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

FEB 28 1999

Secretary of State

A0524382

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

APR 21 1999

BILL JONES, Secretary of State

AGREEMENT OF MERGER

AGREEMENT OF MERGER made as of December 16 1998 between California Webbing Industries, Inc., a California corporation ("California Webbing") and Elizabeth Webbing Mills Co., Inc., a Delaware corporation ("Elizabeth Webbing").

WHEREAS, the Boards of Directors of California Webbing and Elizabeth Webbing, respectively, deem it advisable and generally to the advantage and welfare of the two corporate parties and their respective shareholders that California Webbing merge with Elizabeth Webbing under and pursuant to the provisions of the California Corporations Code and of the General Corporation Law of Delaware.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. **MERGER.** Elizabeth Webbing shall be and it hereby is merged into California Webbing.
2. **EFFECTIVE DATE.** This Agreement of Merger shall become effective on April 21, 1999, the time of such effectiveness being hereinafter called the Effective Date.
3. **SURVIVING CORPORATION.** California Webbing shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of California, but the separate corporate existence of Elizabeth Webbing shall cease forthwith upon the Effective Date.

4 **AUTHORIZED CAPITAL.** The authorized capital stock of California Webbing following the Effective Date shall be 2,000 shares of Common Stock, no par value, unless and until the same shall be changed in accordance with the laws of the State of California.

5 **CERTIFICATE OF INCORPORATION.** The Certificate of Incorporation of California Webbing as it exists on the Effective Date shall be the Certificate of Incorporation of California Webbing following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved.

6 **BYLAWS.** The Bylaws of California Webbing as they exist on the Effective Date shall be the Bylaws of California Webbing following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

7 **BOARD OF DIRECTORS AND OFFICERS.** The members of the Board of Directors and the officers of California Webbing immediately after the Effective Date shall be those persons who were the members of the Board of Directors and the officers, respectively, of California Webbing immediately prior to the Effective Date, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

8 **FURTHER ASSURANCE OF TITLE.** If at any time California Webbing shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to

California Webbing any right, title, or interest of Elizabeth Webbing held immediately prior to the Effective Date, Elizabeth Webbing and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in California Webbing as shall be necessary to carry out the purposes of this Agreement of Merger, and California Webbing and its proper officers and directors are fully authorized to take any and all such action in the name of Elizabeth Webbing or otherwise.

9. **RETIREMENT OF ELIZABETH WEBBING STOCK.** Forthwith upon the Effective Date, each of the shares of the Common Stock of Elizabeth Webbing presently issued and outstanding shall be retired, without consideration, and no shares of Common Stock or other securities of California Webbing shall be issued in respect thereof.

10. **EFFECT OF MERGER.** At and after the Effective Date, California Webbing shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of each of the parties hereto; all debts due to Elizabeth Webbing of whatever account shall be vested in California Webbing; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the parties hereto shall be as effectively the property of California Webbing as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in Elizabeth Webbing shall not revert or be in any way impaired

by reason of the merger, but shall be vested in California Webbing; all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved unimpaired, limited in lien to the property affected by such lien at the Effective Date; all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to California Webbing and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it; and California Webbing shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against claims and demands arising out of the merger.

11. BOOK ENTRIES. The merger contemplated hereby shall be treated as a pooling of interests and as of the Effective Date entries shall be made upon the books of California Webbing in accordance therewith.

12. SERVICE OF PROCESS ON SURVIVING COMPANY. California Webbing agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligation of Elizabeth Webbing as well as for the enforcement of any obligation of California Webbing arising from the merger.

13. PLAN OF REORGANIZATION. This Agreement of Merger constitutes a Plan of Reorganization to be carried out in the manner, on the terms and subject to the conditions herein set forth.

IN WITNESS WHEREOF each of the corporate parties hereto, pursuant to authority duly granted by the Board of Directors, has caused this Agreement of Merger to be executed by their duly authorized officers.

Edward O. O'Brien
Assistant Secretary

Edward O. O'Brien
Assistant Secretary

CALIFORNIA WEBBING INDUSTRIES,
INC.

By: [Signature]
Its: Chief Executive Officer

ELIZABETH WEBBING MILLS CO.
INC.

By: [Signature]
Its: Chief Executive Officer


**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

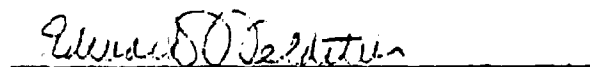
Eliot Lifland and Edward D. Feldstein certify that:

1. They are the president and the assistant secretary, respectively, of California Webbing Industries, 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. There is only one class of shares and the number of shares outstanding is 512.

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: December 22, 1998


Eliot Lifland, President


Edward D. Feldstein, Assistant Secretary

1642-4#2

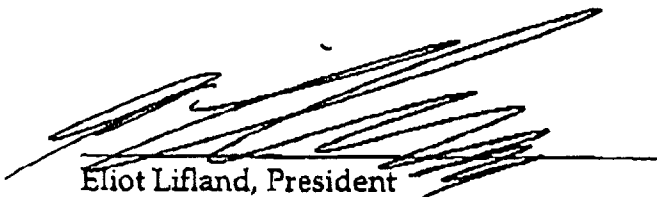
**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

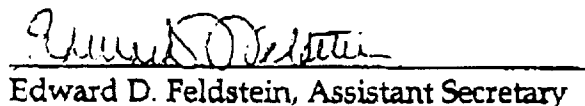
Eliot Lifland and Edward D. Feldstein certify that:

1. They are the president and the assistant secretary, respectively, of Elizabeth Webbing Mills Co., Inc., a Delaware 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. There is only one class of shares and the number of shares outstanding is 512.

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: December 22, 1998


Eliot Lifland, President


Edward D. Feldstein, Assistant Secretary

1642-4113

