

04-27-2000

RJP:clr 3/27/00 5578-48140

FORM PTO-1595
1-31-92

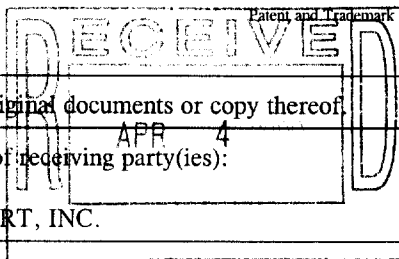


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U.S. DEPARTMENT OF COMMERCE

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): JUMPSPORT, LLC 4-4-00

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company - California

Additional name(s) of conveying party(ies) attached? YES NO

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

Name: JUMPSPORT, INC.

Internal Address: _____

Street Address: 18505 Marshall Lane

City Saratoga State CA ZIP 95070

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
 (Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: July 1, 1999

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

A. Trademark Application No.(s)
See Exhibit A

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 7

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

Name: Richard J. Polley, Esq.

Klarquist Sparkman Campbell Leigh & Winston, LLP

Internal Address: _____

One World Trade Center, Suite 1600

Street Address: _____

121 S.W. Salmon Street

City Portland State Oregon ZIP 97024-2988

7. Total fee (37 CFR 3.41): \$195.00

Enclosed
 Any deficiency/overpayment is authorized to be charged to deposit account. A copy of this sheet is enclosed.

8. Deposit account number: 02-4550

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.

Richard J. Polley Richard J. Polley 3-27-00

Name of Person Signing _____ Signature _____

Total number of pages including cover sheet, attachments and document: 14

04/26/2000 JSHABAZZ 00000180 75238670

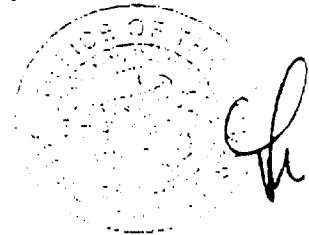
01 FC:481 40.00 OP
02 FC:482 150.00 OP

Rep'd. Ref: 04/26/2000 JSHABAZZ 00000180
DOI: 024550 Name: Number: 75238670 \$5.00 CR
FC: 704

TRADEMARK
REEL: 002060 FRAME: 0415

Exhibit A

<u>Mark</u>	<u>Serial No.</u>
JUMP SPORT	75/238,670
SPLASH DOWN	75/477,425
JUMP COURT	75/477,426
SPLASH COURT	75/723,530
AIRCOURT	75/778,264
WRESTLERING	75/843,590
WRESTLEARENA	75/843,591



SECRETARY OF STATE

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

That the attached transcript of 10 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

JUL - 5 1999



Bill Jones

Secretary of State

JUL 1 1999

BILL JONES, Secretary of State

AGREEMENT TO MERGE
JUMPSPORT, LLC, WITH AND INTO JUMPSPORT, INC.
UNDER THE NAME OF JUMPSPORT, INC.

JumpSport, LLC, and, hereinafter sometimes called LLC, and JumpSport, Inc., hereinafter sometimes called Corporation, agree as follows:

ARTICLE 1. RECITALS OF CONSTITUENT

Disappearing Entity

Section 1.01. JumpSport, LLC, is a LLC duly organized, existing, and in good standing under the laws of the State of California.

Survivor

Section 1.02. JumpSport, Inc. is a corporation organized under the laws of the State of California.

Corporation Entity Is Survivor

Section 1.03. JumpSport, Inc. is to be the surviving entity, as that term is defined in the General Corporation Law of California, to the merger described in this agreement.

ARTICLE 2. MERGER

Surviving Entity

JumpSport, LLC shall be merged into JumpSport, Inc. under the laws of the State of California.

ARTICLE 3. TERMS AND CONDITIONS

Negative Covenants

Section 3.01. Between the effective date of this agreement April 12, 1999, and the date on which the merger shall become effective, July 1, 1999, either constituent entity shall not:

(a) Declare or pay any dividends or distributions to its shareholders or members.

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JUMPSPORT MERGER AGREEMENT

TRADEMARK

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P.O.

(b) Except in the normal course of business and for adequate value, dispose of any of its assets.

Further Assignments or Assurances

Section 3.02. If at any time the surviving corporation shall consider or be advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in the surviving corporation the title to any property or rights of JumpSport, LLC or otherwise carry out the provisions hereof, the manager of JumpSport LLC, as of the effective date of the merger, shall execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts proper to vest, perfect, and confirm title to such property or rights in the surviving corporation, and otherwise carry out the provisions hereof.

ARTICLE 4. BASIS OF CONVERTING SHARES

Exchange

Section 4.01. Each member of the JumpSport, LLC has already exchanged his or her interest for shares of JumpSport, Inc., pursuant to that certain Agreement to Exchange Interests of JumpSport, LLC, for shares of JumpSport, Inc. Each percentage interest of JumpSport, LLC, was converted into 500 shares of common stock of the corporation. A copy of said Agreement is attached hereto as Exhibit A and incorporated herein by reference.

Basis

Section 4.02. (a) At the effective date of the merger, each percentage ownership interest of JumpSport, LLC owned by JumpSport, Inc. are to be cancelled without consideration.

ARTICLE 5. DIRECTORS

Board of Survivor

Section 5.01. The present Board of Directors of JumpSport, Inc. shall continue to serve as the Board of Directors of the surviving corporation until the next annual meeting or until such time as their successors have been elected and qualified.

ARTICLE 6. ARTICLES OF INCORPORATION

Articles of Survivor

Section 6.01. The Articles of JumpSport, Inc., as existing on the effective date of the merger, shall continue in full force as the articles of the surviving corporation until altered, amended as provided therein, or as provided by law.

ARTICLE 7. BYLAWS

Bylaws of Survivor

Section 7.01. The bylaws of JumpSport Inc., as existing on the effective date of the merger, shall continue in full force as the bylaws of the surviving corporation until altered, amended, or repealed as provided therein or as provided by law.

ARTICLE 8. INTERPRETATION AND ENFORCEMENT

Notices

Section 8.01. Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

(a) In the case of JumpSport, Inc. to: Mark Publicover or to such other person or address as JumpSport, LLC at 18505 Marshall Lane, Saratoga, California may from time to time furnish to JumpSport, Inc.

(b) In the case of JumpSport, Inc. to: Mark Publicover at 18505 Marshall Lane, Saratoga, California or to such other person or address as JumpSport, Inc. may from time to time furnish to JumpSport, LLC.

Counterpart Executions

Section 8.02. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Controlling Law

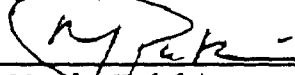
Section 8.03. The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of California, the state in which this agreement is being executed.

Executed on June 16, 1999, at Saratoga, CA [city and state].


JumpSport, LLC

By: 
Mark Publicover
Sole Manager

JumpSport, Inc.

By: 
Mark Publicover
President

JumpSport, Inc.

By: 
Valerie Publicover
Secretary

**AGREEMENT TO EXCHANGE INTERESTS OF
JUMPSPORT, LLC, FOR SHARES OF JUMPSPORT, INC.**

JumpSport, LLC, and, hereinafter sometimes called LLC, and JumpSport, Inc., hereinafter sometimes called Corporation, Mark W. Publicover, Valerie A.D. Publicover and Byron L. Bertsch ("Members") agree as follows:

ARTICLE 1. RECITALS OF CONSTITUENTS

LLC Entity

Section 1.01. JumpSport, LLC, is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California.

Corporate Entity

Section 1.02. JumpSport, Inc. is a corporation organized under the laws of the State of California.

ARTICLE 2.

Warranties of Members

Section 2.01. The Members of the LLC hereby represent and warrant that they have good and marketable title to their respective interests in the LLC and that their respective interests are free and clear of any liens, encumbrances or other defects. All representations and warranties of the Members shall survive consummation of the exchange contemplated herein.

ARTICLE 3. TERMS AND CONDITIONS

Negative Covenants

Section 3.01. Between the date of this agreement and the date on which the exchange shall become effective, neither constituent entity shall:

(a) Declare or pay any dividends to its shareholders or make any capital distributions to its members.

(b) Except in the normal course of business and for adequate

EXHIBIT A

value, dispose of any of its assets.

ARTICLE 4. BASIS OF CONVERTING SHARES

Basis

Section 4.01. (a) At the effective date of the exchange, each percentage ownership interest of JumpSport, LLC shall be converted into 500 share(s) of common stock of the corporation.

(b) No fractional shares of the common stock of JumpSport, Inc. will be issued to the members of JumpSport, LLC, but members who would otherwise be entitled to receive a fraction of a share of the common stock of JumpSport, Inc. on the basis of the conversion provided for herein shall in lieu thereof receive a cash payment equal to the value of such fraction, based on the market value of all the members' interests in the JumpSport, LLC as of the effective date of the exchange.

Exchange

Section 4.02. Each member of the LLC shall surrender his or her interest, properly endorsed, if certificated, to JumpSport, Inc. or its agent, and shall thereupon receive in exchange therefor a certificate or certificates representing the number of shares of JumpSport, Inc. for which the membership interests have been exchanged. The exchange shall take place at the LLC's place of business and shall be effective as of April 1, 1999.

Shares of JumpSport, Inc.

Section 4.03 (a) There are presently no outstanding shares of stock, common or preferred, of JumpSport, Inc.

ARTICLE 5. INTERPRETATION AND ENFORCEMENT

Notices

Section 5.01. Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when transmitted via electronic mail with confirmation notice required, as of the receipt of such confirmation, addressed:

(a) In the case of JumpSport, Inc. to: Mark Publicover or to such other person or address as JumpSport, LLC at 18505 Marshall Lane, Saratoga, California may from time to time furnish to JumpSport, Inc. or the Members.

(b) In the case of JumpSport, Inc. to: Mark Publicover at 18505 Marshall Lane, Saratoga, California or to such other person or address as JumpSport, Inc. may from time to time furnish to JumpSport, LLC. or the Members.

(c) In the case of Mark Publicover or Valerie Publicover to: Mark or Valerie Publicover at 18505 Marshall Lane, Saratoga, California or to such other person or address as they may from time to time furnish to JumpSport, Inc. or JumpSport, LLC.

(d) In the case of Byron L. Bertsch to : Byron L. Bertsch at 14815 Nelson Way, San Jose, California or to such other person or address as he may from time to time furnish to JumpSport, Inc. or JumpSport, LLC.

Counterpart Executions

Section 5.02. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Controlling Law

Section 5.03. The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of California, the state in which this agreement is being executed.

Execution by Facsimile

Section 5.04. Facsimile signatures are acceptable for purposes of closing this transaction by April 1, 1999, so long as original signatures are received within five (5) business days of the close.

April 12, 1999

Executed on Saratoga, Ca, 1999, at Saratoga, CA [city and state].

JumpSport, LLC

JumpSport, Inc.

By [Signature]
[signature] MANAGER
[typed name and title]

By [Signature]
[signature] PRES.
[typed name and title]

[Signature]
MARK W. PUBLICOVER, Member

[Signature]
VALERIE A.D. PUBLICOVER, Member

[Signature]
BYRON L. BERTSCH, Member

OFFICERS' CERTIFICATE OF MERGER
OF JUMPSPORT, INC.,
a CALIFORNIA CORPORATION

We, the undersigned, do certify that:

1. We are, and at all times herein mentioned, were the duly elected and qualified President and Secretary of JumpSport, Inc., a corporation organized and existing under the laws of the State of California.

2. On April 12, 1999, the principal terms of the merger agreement in the form attached hereto were approved by that corporation by a vote of a number of shares of each class which equaled or exceeded the vote required, under the General Corporation Law of California, for approval of the principal terms of the merger described in the attached agreement by the outstanding shares of each class of said corporation.

3. The total number of outstanding shares of each class of said corporation entitled to vote on the merger was and is:

50,000 Common Shares

4. Each class of shares of said corporation entitled to vote on the merger agreement, the percentage vote required by each class, and the number and percentage of affirmative votes cast by each class is as follows:

Class	Percentage Votes Required	Affirmative Votes Cast	Percentage Vote Obtained
Common	50% plus 1	50,000	100

We declare under penalty of perjury that the foregoing matters stated in this certificate are true to our knowledge.

Executed at Santa Clara County, California on 6/16, 1999.

Date: 6-16-99



MARK W. PUBLICOVER, President

Date: 6-16-99



VALERIE A.D. PUBLICOVER, Secretary



State of California

Bill Jones

Secretary of State

FILED

In the office of the Secretary of State of the State of California

JUL - 1 1999

Bill Jones

Bill Jones Secretary of State

LIMITED LIABILITY COMPANY CERTIFICATE OF MERGER

Filing Fee - Please see instructions.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

1. Name of surviving entity: JumpSport, Inc. 2. Type of entity: corporation 3. Secretary of State file number: 2107367 4. Jurisdiction: California 5. Name of disappearing entity: JumpSport, LLC 6. Type of entity: LLC 7. Secretary of State file number: 101997030014 8. Jurisdiction: California 9. Future effective date, if any: Month July Day 1 Year 1999

Table with 4 columns: Surviving Entity, Disappearing Entity, Each class entitled to vote, Percentage of vote required. Rows include one class common Stock and majority.

11. The principal terms of the agreement of merger were approved by a vote of the number or interests or shares of each class that equaled or exceeded the vote required.

SECTION 12 IS ONLY APPLICABLE IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, COMPLETE ITEM 12 AND PROCEED TO ITEM 15.

12. Requisite changes to the information set forth in the Articles of Organization of the surviving limited liability company resulting from the merger. Attach additional pages if necessary.

SECTIONS 13 AND 14 ARE APPLICABLE IF THE SURVIVING ENTITY IS A FOREIGN LIMITED LIABILITY COMPANY OR OTHER BUSINESS ENTITY, COMPLETE ITEMS 13 AND 14.

13. Principal business address of the surviving foreign limited liability company or other business entity: Address: City: State: Zip Code:

14. Other information required to be stated in the Certificate of Merger by the laws under which each constituent other business entity is organized. Attach additional pages if necessary.

Total number of pages attached, if any: 9

15. I certify that the statements contained in this document are true and correct of my own knowledge. I declare that I am the person who is executing this instrument, which execution is my act and deed.

Signatures and dates for Mark Publicover, Valerie Publicover, and Mark Publicover.

Type or Print Name and Title of Person Signing: Mark Publicover, President; Valerie Publicover, Secretary; Mark Publicover, Sole Manager.

SECSTATE (REV. 1/99)

FORM LLC-9 FILING FEE: SEE INSTRUCTIONS Approved by Secretary of State