

07-27-2001



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JUL 23 2001

**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 License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

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.)

FOR OFFICE USE ONLY

07/26/2001 TDIAZ1 00000015 76181482

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002334 FRAME: 0867

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="76181482"/>	<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"/>	<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:

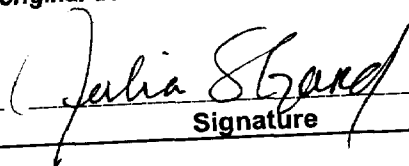
Yes

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.

Julia Spoor Gard
Name of Person Signing


Signature

July 18, 2001
Date Signed

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, is made and entered into as of June 27, 2001 (the "Agreement") among Cosco, Inc., an Indiana corporation ("Cosco"), Infantino, Inc., an Indiana corporation ("Infantino") and Safety 1st, Inc., a Massachusetts corporation ("Safety").

WITNESSETH:

WHEREAS, Cosco is a corporation duly incorporated and validly existing under the laws of the State of Indiana, with a current authorized capital stock consisting of One Thousand (1,000) common shares, all of which are issued and outstanding (the "Cosco Stock");

WHEREAS, Infantino is a corporation duly incorporated and validly existing under the laws of the State of Indiana, with a current authorized capital stock consisting of One Thousand (1,000) common shares, all of which are issued and outstanding (the "Infantino Stock");

WHEREAS, Safety is a corporation duly incorporated and validly existing under the laws of the Commonwealth of Massachusetts, with a current authorized capital stock consisting of One Hundred (100) common shares, with a par value of \$.01 per share, of which one (1) share has been duly issued and is now outstanding (the "Safety Stock");

WHEREAS, the respective boards of directors of Cosco and Infantino have deemed it desirable and in the respective best interests of Cosco, Infantino and Safety that Cosco and Infantino be merged with and into Safety (Safety being sometimes hereinafter referred to as the "Surviving Corporation") pursuant to the terms and conditions contained herein (the "Merger") and have each, by resolutions duly adopted, approved this Agreement and the Merger;

WHEREAS, Dorel U.S.A., Inc. ("Dorel USA"), as the sole shareholder of Cosco, Infantino and Safety, has approved this Agreement and the Merger by written consent; and

WHEREAS, at the Effective Time (as defined herein), all of the Cosco Stock and Infantino Stock shall be cancelled, and Dorel USA shall wholly own all equity interest in the Surviving Corporation following the Merger;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements herein contained, the parties hereto have agreed as follows:

ARTICLE I
The Merger

In accordance with the applicable provisions of the laws of the Commonwealth of Massachusetts and the State of Indiana, as of the Effective Time, Cosco and Infantino shall be merged with and into Safety, and Safety shall be the surviving corporation of the Merger, governed by the laws of the Commonwealth of Massachusetts.

Section 1.1 Effective Time. The Merger shall become effective at 11:59 p.m., EST, on the evening of June 30, 2001, and such date and time shall be the "Effective Time" referred to in this Agreement.

Section 1.2 Articles of Merger. On or before June 30, 2001, Articles of Merger shall be executed and filed with the Secretary of State of the State of Indiana as provided in the Indiana Business Corporation Law (the "IBCL") and Articles of Merger/Consolidation shall be executed and filed with the Secretary of the Commonwealth of Massachusetts as provided in the Business Corporation Law of the Commonwealth of Massachusetts (the "BCLM").

Section 1.3 Other Actions. Safety, Cosco and Infantino shall take all such actions as may be reasonably necessary or appropriate in order to fully effectuate the Merger. In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement, the officers and directors of the Surviving Corporation shall take all such action.

Section 1.4 Effect of the Merger. As of the Effective Time, Cosco and Infantino shall be merged with and into Safety, the separate corporate existence of Cosco and Infantino shall cease and the Surviving Corporation shall continue the business of Cosco, Infantino and Safety. The Surviving Corporation shall possess all of the assets, rights, privileges, immunities, powers, and franchises, and shall be subject to and assume all of the duties and liabilities of Cosco and Infantino. The effect of the Merger shall be otherwise as provided under the BCLM and the IBCL.

Section 1.5. Name, Articles, Bylaws, Officers and Directors of Surviving Corporation. As of the Effective Time, the name of the Surviving Corporation shall be Dorel Juvenile Group, Inc. (hereafter, "Dorel Juvenile"). The Articles of Organization of the Surviving Corporation, as duly adopted by the Board of Directors, shall be restated as of the Effective Time, as reflected in the Articles of Merger/Consolidation attached hereto as Exhibit A. The Bylaws of the Surviving Corporation, as duly adopted by the Board of Directors, shall be restated as of the Effective Time. As of the Effective Time, the directors and officers of the Surviving Corporation shall be as follows:

Officers

President & Chief Executive Officer
Executive Vice President, Operations

Nick Costides
Jeffery Hale

Executive Vice President and Treasurer
Executive Vice President, Sales & Marketing
Executive Vice President, Human Resources
Executive Vice President, General Counsel & Secretary

Donald E. March
Donald K. Mitchell
H.E. Rachie
Jonathan P. Reynolds

Directors

Martin Schwartz
Jeffrey Schwartz

These directors and officers shall take office as of the Effective Time and shall remain in office until such time thereafter as they may be replaced or removed in accordance with the Restated Articles of Organization and the Restated Bylaws of the Surviving Corporation and the applicable provisions of the BCLM.

Section 1.5 Capital Structure. The authorized capital stock of the Surviving Corporation shall be unaffected by the Merger and shall remain at One Hundred (100) shares of common stock, par value \$.01 per share.

Section 1.6 Assets and Liabilities. The title to all assets and other property owned by Cosco and Infantino shall vest in the Surviving Corporation without reversion or impairment. All liabilities of Cosco and Infantino shall be assumed by the Surviving Corporation by virtue of the Merger and by operation of law.

Section 1.7 Tax Treatment. The parties intend that the Merger will constitute a tax-free reorganization as described in Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

Section 1.8 Purpose. The purpose of the Surviving Corporation shall be to engage in any lawful activity for which corporations may be organized under the BCLM, including, but not limited to, the manufacture of various juvenile products, ready-to-assemble furniture and home furnishings.

ARTICLE II Stock

Section 2.1. Conversion of Safety Stock. At the Effective Time, each share of Safety Stock shall be automatically converted on a one-to-one basis into stock of the Surviving Corporation. The stock certificate representing shares of Safety Stock shall be exchanged to reflect the change of the Surviving Corporation's name to Dorel Juvenile.

Section 2.2 Surrender of Certificates. Prior to the Effective Time, Dorel USA shall surrender to Safety for cancellation the stock certificates representing all issued and outstanding shares of Cosco and Infantino, respectively.

Section 2.3 Cancellation of Cosco Stock and Infantino Stock. As of the Effective Time, by virtue of the Merger and by operation of law without any action by Dorel USA, Cosco or Infantino, all authorized capital stock of Cosco and of Infantino, including, but not limited to, all of such shares that are now issued and outstanding, shall be cancelled.

ARTICLE III
Representations of the Parties

Section 3.1. Representations of Safety. Safety hereby represents and warrants to Cosco and Infantino that, as of the Effective Date:

- (i) Safety is duly incorporated and validly existing under the laws of the BCLM and has the requisite corporate power to carry on its business as it is now being conducted.
- (ii) Safety is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the nature of its activities makes such qualification necessary, except where the failure to be so qualified would not have a material adverse effect.
- (iii) Safety's business is not being conducted in violation of any applicable law, ordinance, rule, regulation, decree or order of any court or governmental entity, and Safety is not in default or violation of any term, condition or provision of (i) its Articles of Organization or its Bylaws, or (ii) any mortgage, indenture, contract, agreement, lease or other instrument to which Safety is now a party or by which it or any of its properties or assets may be bound, except for such violations and defaults which do not have a material adverse effect on the condition (financial or otherwise), results of operations, properties, assets, liabilities, prospects or business of Safety.
- (iv) Safety has full power and authority to execute, deliver and perform this Agreement and any and all related agreements and to consummate the Merger contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the Merger contemplated hereby have been duly, validly and unanimously authorized by the Board of Directors of Safety and approved by the sole shareholder thereof, and no other proceedings on the part of Safety are necessary to authorize this Agreement. Subject to the foregoing, this Agreement has been duly and validly executed and delivered by Safety, and this Agreement constitutes a valid and binding agreement of Safety, enforceable against Safety in accordance with its terms.

- (v) There is no action, proceeding or investigation in any court or before any governmental or regulatory authority pending or threatened in writing or orally threatened against Safety which seeks to enjoin or obtain damages in respect of the consummation of the Merger contemplated hereby.
- (vi) The fair market value of the Dorel Juvenile stock that Dorel USA will hold as a result of the Merger and other consideration received by Dorel USA will be approximately equal to the fair market value of the Cosco Stock and Infantino Stock surrendered in exchange therefor.
- (vii) Safety has no plan or intention to reacquire any of its stock involved with the Merger.
- (viii) Safety has no plan or intention to sell or otherwise dispose of any of the assets of Cosco or Infantino acquired in the Merger, except for dispositions made in the ordinary course of business or transfers described in Section 368(a)(2)(C) of the Code.
- (ix) Following the Merger, Dorel Juvenile will continue the historic business of Cosco and Infantino or use a significant portion of Cosco's and Infantino's historic business assets in a business.
- (x) There is no intercorporate indebtedness existing between Safety and Cosco or between Safety and Infantino that was issued, acquired, or will be settled at a discount.
- (xi) Safety is not an investment company as defined in Code Sections 368(a)(2)(F)(iii) and 368(a)(2)(F)(iv).
- (xii) The fair market value of the assets of Cosco and Infantino transferred to Safety will equal or exceed the sum of the liabilities assumed by Safety plus the amount of liabilities, if any, to which the transferred assets are subject.
- (xiii) The total adjusted basis of the assets of Cosco and Infantino transferred to Safety will equal or exceed the sum of the liabilities assumed by Safety plus the amount of liabilities, if any, to which the transferred assets are subject.
- (xiv) There will be no fractional shares issued in the Merger.
- (xv) Safety will pay or assume only those expenses of Cosco and Infantino that are solely and directly related to the Merger in accordance with the guidelines established in Rev. Rul. 73-53, 1973-1 C.B. 187.

- (xvi) No representation or warranty by Safety in this Agreement contains or will contain any untrue statement of a material fact or omits or will omit the statement of a material fact necessary to make the statements not misleading.

Section 3.2. Representations of Cosco and Infantino. Cosco and Infantino hereby represent and warrant to Safety and to each other that, as of the Effective Date:

- (i) Cosco and Infantino, respectively, are duly incorporated and validly existing under the laws of the IBCL and have the requisite corporate power to carry on their businesses as they are now being conducted.
- (ii) Cosco and Infantino, respectively, are duly qualified as foreign corporations to do business, and are in good standing, in each jurisdiction where the nature of their activities makes such qualification necessary, except where the failure to be so qualified would not have a material adverse effect.
- (iii) Neither Cosco's nor Infantino's business is being conducted in violation of any applicable law, ordinance, rule, regulation, decree or order of any court or governmental entity, and neither Cosco nor Infantino is in default or violation of any term, condition or provision of (i) its Articles of Organization or its Bylaws, or (ii) any mortgage, indenture, contract, agreement, lease or other instrument to which Cosco or Infantino is now a party or by which it or any of its properties or assets may be bound, except for such violations and defaults which do not have a material adverse effect on the condition (financial or otherwise), results of operations, properties, assets, liabilities, prospects or business of Cosco or Infantino.
- (iv) Cosco and Infantino, respectively, have full power and authority to execute, deliver and perform this Agreement and any and all related agreements and to consummate the Merger contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the Merger contemplated hereby have been duly, validly and unanimously authorized by the respective Boards of Directors of Cosco and Infantino and approved by the sole shareholder thereof, and no other proceedings on the part of Cosco or Infantino are necessary to authorize this Agreement. Subject to the foregoing, this Agreement has been duly and validly executed and delivered by Cosco and Infantino, respectively, and this Agreement constitutes a valid and binding agreement of Cosco and Infantino, enforceable against Cosco or Infantino in accordance with its terms.

- (v) There is no action, proceeding or investigation in any court or before any governmental or regulatory authority pending or threatened in writing or orally threatened against Cosco or Infantino which seeks to enjoin or obtain damages in respect of the consummation of the Merger contemplated hereby.
- (vi) The fair market value of the Dorel Juvenile stock that Dorel USA will hold as a result of the Merger and other consideration received by Dorel USA will be approximately equal to the fair market value of the Cosco Stock and Infantino Stock surrendered in exchange therefor.
- (vii) Prior to and in connection with the Merger, (a) neither Cosco nor Infantino has plans or intentions to redeem any stock of Cosco or Infantino held by Dorel USA or to make any distribution with respect to any stock of Cosco or Infantino held by Dorel USA within the meaning of Treasury Regulation §1.368-1(e)(1)(ii); (b) neither Cosco nor Infantino has redeemed (and will not redeem) any Cosco or Infantino stock, within the meaning of Treasury Regulation §1.368-1(e)(1)(ii), with respect thereto; and (c) no person that is related to Cosco or Infantino, within the meaning of Treasury Regulation §1.368-1(e)(3)(i), has acquired (or will acquire) Cosco or Infantino stock from any holder thereof.
- (viii) The liabilities of Cosco and Infantino assumed by Safety and the liabilities to which the transferred assets of Cosco and Infantino are subject were incurred by Cosco and Infantino in the ordinary course of their respective businesses.
- (ix) Cosco, Infantino and Dorel USA will pay their respective expenses, if any, incurred in connection with the Merger.
- (x) There is no intercorporate indebtedness existing between Cosco and Safety or between Infantino and Safety that was issued, acquired, or will be settled at a discount.
- (xi) Neither Cosco nor Infantino is an investment company as defined in Code Sections 368(a)(2)(F)(iii) and 368(a)(2)(F)(iv).
- (xii) Neither Cosco nor Infantino is under the jurisdiction of a court in a Title 11 or similar case within the meaning of Code Section 368(a)(3)(A).
- (xiii) The fair market value of the assets of Cosco and Infantino transferred to Safety will equal or exceed the sum of the liabilities assumed by Safety plus the amount of liabilities, if any, to which the transferred assets are subject.

- (xiv) The total adjusted basis of the assets of Cosco and Infantino transferred to Safety will equal or exceed the sum of the liabilities assumed by Safety plus the amount of liabilities, if any, to which the transferred assets are subject.
- (xv) There will be no fractional shares issued in the Merger.
- (xvi) Safety will pay or assume only those expenses of Cosco and Infantino that are solely and directly related to the Merger in accordance with the guidelines established in Rev. Rul. 73-53, 1973-1 C.B. 187.
- (xvii) No representation or warranty by Cosco or Infantino, respectively, in this Agreement contains or will contain any untrue statement of a material fact or omits or will omit the statement of a material fact necessary to make the statements not misleading.

ARTICLE IV
Miscellaneous

This Agreement may be executed in one or more counterparts with the same effect as if each party had signed the same document; that all counterparts shall be construed together and shall constitute one and the same document; and that facsimile transmissions of the executed version of this Agreement or any counterpart thereof shall have the same force and effect as the original.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement, having first been duly approved by resolutions of the respective Board of Directors of each corporation and approved by their respective shareholders is hereby executed on behalf of each of Cosco, Infantino and Safety by their respective officers, all as of the date first above written.

SAFETY 1st, INC.
a Massachusetts corporation

By: _____
Nick Costides, President & Chief Executive Officer

By: _____
Donald March, Executive Vice President & Treasurer

COSCO, INC.
an Indiana corporation

By: _____
Nick Costides, President & Chief Executive Officer

By: _____
Donald March, Executive Vice President & Treasurer

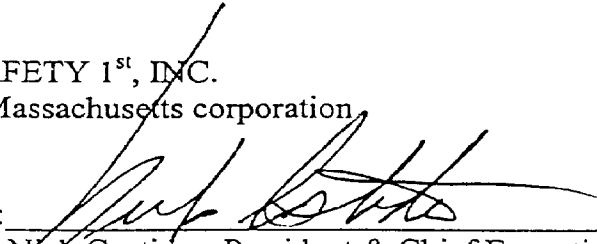
INFANTINO, INC.
an Indiana corporation


By: _____
Martin Schwartz, President

By: _____
Donald March, Treasurer

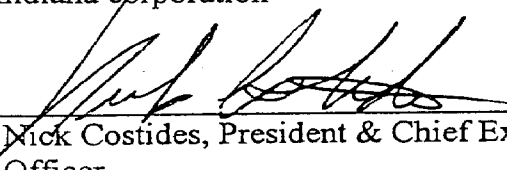
IN WITNESS WHEREOF, this Agreement, having first been duly approved by resolutions of the respective Board of Directors of each corporation and approved by their respective shareholders is hereby executed on behalf of each of Cosco, Infantino and Safety by their respective officers, all as of the date first above written.

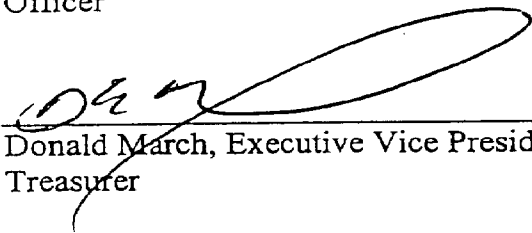
SAFETY 1st, INC.
a Massachusetts corporation

By: 
Nick Costides, President & Chief Executive Officer

By: 
Donald March, Executive Vice President & Treasurer

COSCO, INC
an Indiana corporation

By: 
Nick Costides, President & Chief Executive Officer

By: 
Donald March, Executive Vice President & Treasurer

INFANTINO, INC.
an Indiana corporation

By: _____
Martin Schwartz, President

By: 
Donald March, Treasurer

EXHIBIT A

Restated Articles of Organization of
Dorel Juvenile Group, Inc. f/k/a Safety 1st, Inc.
as Reflected in the Articles of Merger/Consolidation

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

Examiner

ARTICLES OF ~~CONSOLIDATION~~ MERGER (General Laws, Chapter 156B, Section 79)

~~XXXXXXXXXX~~ merger of

Cosco, Inc. and Infantino, Inc.

(both Indiana Corporations)

with

Safety 1st, Inc.

(a Massachusetts Corporation)

the constituent corporations, into

Safety 1st, Inc.

~~XXXXXXXXXXXX~~ one of the constituent corporations organized under the laws of Massachusetts

The undersigned officers of each of the constituent corporations certify under the penalties of perjury as follows:

1. An agreement of ~~XXXXXXXXXX~~ merger has been duly adopted in compliance with the requirements of General Laws, Chapter 156B, Section 79, and will be kept as provided by Subsection (c) thereof. The ~~XXXXXXXXXX~~ surviving corporation will furnish a copy of said agreement to any of its stockholders, or to any person who was a stockholder of any constituent corporation, upon written request and without charge.
2. The effective date of the ~~XXXXXXXXXX~~ merger determined pursuant to the agreement of ~~XXXXXXXXXX~~ merger shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing:

July 2, 2001

3. (For a merger)

**The following amendments to the Articles of Organization of the surviving corporation have been effected pursuant to the agreement of merger:

- 1) The name of the surviving corporation will be:
Dorel Juvenile Group, Inc.
- 2) See Attachment A, Article II and Article VI.

SECRETARY OF THE COMMONWEALTH
CORPORATION DIVISION
1 JUL -2 2001 1:47

C
P
M
R.A.

P.C.

(For a consolidation)

(b) State the total number of shares and the par value, if any, of each class of stock which the *resulting* corporation is authorized to issue:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:		
Preferred:		Preferred:		

(c) If more than one class of stock is authorized, state a distinguishing designation for each class and provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of each class and of each series then established.

(d) The restrictions, if any, on the transfer of stock contained in the agreement of consolidation are:

(e) Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

4. The information contained in Item 4 is *not a permanent* part of the Articles of Organization of the ~~resulting~~ "surviving corporation.

(a) The street address of the ~~resulting~~ "surviving corporation in Massachusetts is: (post office boxes are not acceptable)
45 Dan Road, Canton Commerce Center, Canton, MA 02021

(b) The name, residential address and post office address of each director and officer of the ~~XXXXXXXXXX~~ surviving corporation is:

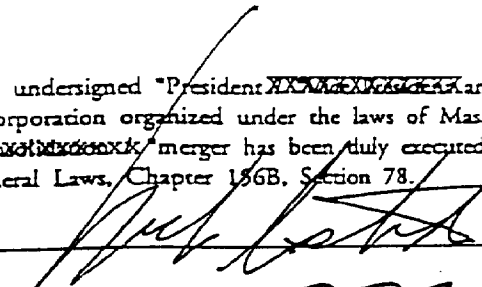
NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:		
Treasurer:	See Attachment B.	
Clerk:		
Directors:		


(c) The fiscal year end (i.e. tax year) of the ~~XXXXXXXXXX~~ surviving corporation shall end on the last day of the month of December

(d) The name and business address of the resident agent, if any, of the ~~XXXXXXXXXX~~ surviving corporation is:

Corporation Service Company
84 State Street
Boston, MA 02109

The undersigned "President" ~~XXXXXXXXXX~~ and "Clerk" ~~XXXXXXXXXX~~ of Dorel Juvenile Group, Inc.
(f/k/a Safety 1st, Inc.)
a corporation organized under the laws of Massachusetts, further state under the penalties of perjury that the agreement of
~~XXXXXXXXXX~~ merger has been duly executed on behalf of such corporation and duly approved in the manner required by
General Laws, Chapter 156B, Section 78.


_____, "President" ~~XXXXXXXXXX~~


_____, "Clerk" ~~XXXXXXXXXX~~

(b) The name, residential address and post office address of each director and officer of the ~~XXXXXX~~ surviving corporation is:


	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:			
Treasurer:	See Attachment B.		
Clerk:			
Directors:			

(c) The fiscal year end (i.e. tax year) of the ~~XXXXXX~~ surviving corporation shall end on the last day of the month of December

(d) The name and business address of the resident agent, if any, of the ~~XXXXXX~~ surviving corporation is:
Corporation Service Company, 84 State Street, Boston, MA 02109

FORMASSACHUSETTS CORPORATIONS

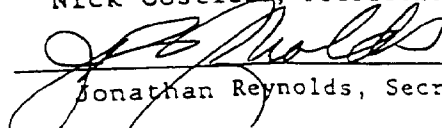
The undersigned *President ~~XXXXXXXXXX~~ and *Clerk ~~XXXXXXXXXX~~ of Dorel Juvenile Group, Inc. (f/k/a Safety 1st, Inc.), a corporation organized under the laws of Massachusetts, further state under the penalties of perjury that the agreement of *consolidation / *merger has been duly executed on behalf of such corporation and duly approved in the manner required by General Laws, Chapter 156B, Section 78.

see attached for signature, *President ~~XXXXXXXXXX~~
Nick Costides
, *Clerk ~~XXXXXXXXXX~~
Jonathan Reynolds

FOR CORPORATIONS ORGANIZED IN A STATE OTHER THAN MASSACHUSETTS

The undersigned, † President and †† Secretary of Cosco, Inc., a corporation organized under the laws of Indiana, further state under the penalties of perjury that the agreement of ~~consolidation~~ *merger has been duly adopted by such corporation in the manner required by the laws of Indiana.

*Delete the inapplicable words.
†Specify the officer having powers and duties corresponding to those of the president or vice president of a Massachusetts corporation organized under General Laws, Chapter 156B.
††Specify the officer having powers and duties corresponding to the clerk or assistant clerk of such a Massachusetts corporation.

† see attached for signature
Nick Costides, President
†† 
Jonathan Reynolds, Secretary

(b) The name, residential address and post office address of each director and officer of the *resulting / *surviving corporation is:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:			
Treasurer:			
Clerk:			
Directors:			

(c) The fiscal year end (i.e. tax year) of the *resulting / *surviving corporation shall end on the last day of the month of:

(d) The name and business address of the resident agent, if any, of the *resulting / *surviving corporation is:

Item 5 below may be deleted if the resulting/surviving corporation is organized under the laws of Massachusetts.

5. The *resulting / *surviving corporation hereby agrees that it may be sued in the Commonwealth of Massachusetts for any prior obligation of any constituent Massachusetts corporation, any prior obligation of any constituent foreign corporation qualified under General Laws, Chapter 181, and any obligations hereafter incurred by the *resulting / *surviving corporation, including the obligation created by General Laws, Chapter 156B, Section 85, so long as any liability remains outstanding against the corporation in the Commonwealth of Massachusetts, and it hereby irrevocably appoints the Secretary of the Commonwealth as its agent to accept service of process in any action for the enforcement of any such obligation, including taxes, in the same manner as provided in Chapter 181.

FOR MASSACHUSETTS CORPORATIONS

The undersigned *President, *Vice President and *Clerk / *Assistant Clerk of _____ a corporation organized under the laws of Massachusetts, further state under the penalties of perjury that the agreement of *consolidation / *merger has been duly executed on behalf of such corporation and duly approved in the manner required by General Laws, Chapter 156B, Section 78.

_____, *President / *Vice President

_____, *Clerk / *Assistant Clerk

FOR CORPORATIONS ORGANIZED IN A STATE OTHER THAN MASSACHUSETTS

The undersigned, † President and †† Secretary of Infantino, Inc., a corporation organized under the laws of Indiana, further state under the penalties of perjury that the agreement of ~~consolidation~~

*merger has been duly adopted by such corporation in the manner required by the laws of Indiana

*Delete the inapplicable words.
†Specify the officer having powers and duties corresponding to those of the president or vice president of a Massachusetts corporation organized under General Laws, Chapter 156B.
††Specify the officer having powers and duties corresponding to the clerk or assistant clerk of such a Massachusetts corporation.

† Martin Schwartz, President

†† Jonathan Reynolds, Secretary

(b) The name, residential address and post office address of each director and officer of the *resulting / *surviving corporation is:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:			
Treasurer:			
Clerk:			
Directors:			

(c) The fiscal year end (i.e. tax year) of the *resulting / *surviving corporation shall end on the last day of the month of:

(d) The name and business address of the resident agent, if any, of the *resulting / *surviving corporation is:

Item 5 below may be deleted if the resulting/surviving corporation is organized under the laws of Massachusetts.

5. The *resulting / *surviving corporation hereby agrees that it may be sued in the Commonwealth of Massachusetts for any prior obligation of any constituent Massachusetts corporation, any prior obligation of any constituent foreign corporation qualified under General Laws, Chapter 181, and any obligations hereafter incurred by the *resulting / *surviving corporation, including the obligation created by General Laws, Chapter 156B, Section 85, so long as any liability remains outstanding against the corporation in the Commonwealth of Massachusetts, and it hereby irrevocably appoints the Secretary of the Commonwealth as its agent to accept service of process in any action for the enforcement of any such obligation, including taxes, in the same manner as provided in Chapter 181.

FORMASSACHUSETTS CORPORATIONS

The undersigned *President, *Vice President and *Clerk / *Assistant Clerk of _____, a corporation organized under the laws of Massachusetts, further state under the penalties of perjury that the agreement of *consolidation / *merger has been duly executed on behalf of such corporation and duly approved in the manner required by General Laws, Chapter 156B, Section 78.

_____, *President / *Vice President

_____, *Clerk / *Assistant Clerk

FOR CORPORATIONS ORGANIZED IN A STATE OTHER THAN MASSACHUSETTS

The undersigned, † President and †† Secretary of Infantino, Inc., a corporation organized under the laws of Indiana, further state under the penalties of perjury that the agreement of ~~*consolidation / *merger~~ *merger has been duly adopted by such corporation in the manner required by the laws of Indiana.

*Delete the inapplicable words.
†Specify the officer having powers and duties corresponding to those of the president or vice president of a Massachusetts corporation organized under General Laws, Chapter 156B.
††Specify the officer having powers and duties corresponding to the clerk or assistant clerk of such a Massachusetts corporation.

† Martin Schwartz, President
†† Jonathan Reynolds, Secretary

Attachment A

DESCRIPTION OF AMENDMENTS TO ARTICLES OF ORGANIZATION

ARTICLE II is hereby amended by deleting all language contained therein, and inserting in place thereof, the following:

To engage in any lawful activity for which corporations may be organized under the Massachusetts Business Corporation Law, including, but not limited to, the manufacture of various juvenile products, ready-to-assemble furniture, and home furnishings.

ARTICLE VI is hereby amended by deleting all language contained therein, and inserting in place thereof, the following:

1. Rights to Indemnification and Advancement of Expenses.

(a) The Corporation shall indemnify as a matter of right every person made a party to a proceeding because such person is or was

- (i) a member of the Board of Directors of the Corporation,
- (ii) an officer of the Corporation, or
- (iii) while a director or officer of the Corporation, serving at the Corporation's request as a director, officer, partner, member, manager, trustee, employee, or agent of another foreign or domestic corporation, partnership, limited liability company, joint venture, trust, employee benefit plan, or other enterprise, whether for profit or not,

(each an "Indemnitee") against all liability incurred by such person in connection with the proceeding; provided that it is determined in the specific case that indemnification of such person is permissible in the circumstances because such person has met the standard of conduct for indemnification specified in the Massachusetts Business Corporation Law ("BCL"). The Corporation shall pay for or reimburse the reasonable expenses incurred by an Indemnitee in connection with any such proceeding in advance of final disposition thereof in accordance with the procedures and subject to the conditions specified in the BCL. The Corporation shall indemnify as a matter of right an Indemnitee who is wholly successful, on the merits or otherwise, in the defense of any such proceeding, against reasonable expenses incurred by the Indemnitee in connection with the proceeding without the requirement of a determination as set forth in the first sentence of this paragraph.

(b) Upon demand by a person for indemnification or advancement of expenses, as the case may be, the Corporation shall expeditiously determine whether the person is entitled thereto in accordance with this Article VI and the procedures specified in the BCL.

(c) The indemnification provided under this Article VI shall apply to any proceeding arising from acts or omissions occurring before or after the adoption of this Article VI.

2. Other Rights Not Affected. Nothing contained in this Article VI shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification of or advancement of expenses to any individual who is or was a director, officer, employee or agent of the Corporation, or the ability of the Corporation to otherwise indemnify or advance expenses to any such individual. It is the intent of this Article VI to provide indemnification to directors and officers to the fullest extent now or hereafter permitted by law consistent with the terms and conditions of this Article VI. Therefore, indemnification shall be provided in accordance with this Article VI irrespective of the nature of the legal or equitable theory upon which a claim is made, including without limitation negligence, breach of duty, mismanagement, corporate waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities laws, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal laws, subject to the conditions specified in the BCL.

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Attachment B

The name, residential address and post office address of each officer and director of the surviving corporation are:

Title	Name	Residential Address	Post Office Address
President	Nick Costides	4509 Heatherwood Blvd. Greenwood, Indiana 46143	2525 State Street Columbus, Indiana 47201
Treasurer	Donald March	4574 Silver Hill Drive Greenwood, Indiana 46142	2525 State Street Columbus, Indiana 47201
Clerk (Secretary)	Jonathan Reynolds	4923 E. Windsor Lane Columbus, Indiana 47201	2525 State Street Columbus, Indiana 47201
Director	Martin Schwartz	9 Roxborough Avenue Westmount Quebec H3Y 1M1	1255 Greene Avenue, Suite 300 Westmount, Quebec H3Z 2A4
Director	Jeffrey Schwartz	424 Russell Hill Road Toronto, Ontario M5P 2S3	1365 Midway Blvd., Unit 27, Ste. 100 Mississauga, Ontario L5T 2J5

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THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF MERGER

(General Laws, Chapter 156B, Section 79)

I hereby approve the within Articles of _____ Merger and
the filing fee in the amount of \$ _____, having been paid.
said articles are deemed to have been filed with me this _____
day of _____, 20 01.

Effective date _____

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION

Photocopy of document to be sent to:

Stephen J. Hackman, Esq.

Ice Miller, One American Square

Box 82001, Indianapolis, IN 46282

Telephone: (317) 236-2289