

08-29-2001

18330.005



Tab settings → → →

To the Honorable Commissioners of Patents and Trademarks

Attached original documents or copy thereof.

101827330

1. Name of conveying party(ies):

McRae Industries, Inc.
P.O. Box 1209
400 N. Main Street
Mt. Gilead, NC 27306-1209

- Individual(s)
- General Partnership
- Corporation-State North Carolina
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

08/22/01

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

Name: McRae Industries, Inc.
Internal Address: P.O. Box 1209
Street Address: 400 N. Main Street
City: Mt. Gilead State: NC ZIP: 27306

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: Filed September 23, 1983

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,169,075

Additional numbers

Yes No

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

Name: Francis M. Pinckney
Internal Address: Kennedy Covington Lobdell

Street Address: 100 N. Tryon Street, Suite 4200

City: Charlotte State: NC ZIP: 28202

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

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1215

DO NOT USE THIS SPACE

08/28/2001 TDIAZ1 00000139 1169075

01 FC:481

40.00 OP

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.

Francis M. Pinckney
Name of Person Signing

Signature

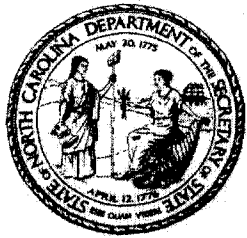
August 22, 2001

Date

13

Total number of pages including cover sheet, attachments, and

TRADEMARK



NORTH CAROLINA

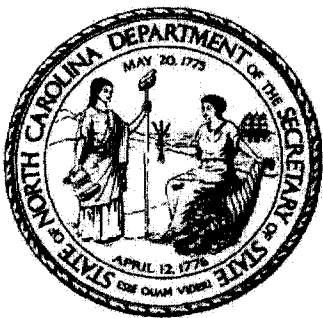
Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF MERGER
OF
MCRAE INDUSTRIES, INC.

the original of which is now on file and a matter of record in this office.



IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official seal at the
City of Raleigh, this 17th day of August, 2001.

Elaine F. Marshall
Secretary of State

324397

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THAD EURE
SECRETARY OF STATE
NORTH CAROLINA

ARTICLES AND CERTIFICATE OF MERGER

OF
McRAE INDUSTRIES, INC.,
a North Carolina Corporation
INTO
McRAE INDUSTRIES, INC.,
a Delaware Corporation

The undersigned corporations, for the purpose of merging McRae Industries, Inc., a North Carolina corporation, into McRae Industries, Inc., a Delaware corporation, and pursuant to the provisions of Sections 55-109 and 55-111 of the North Carolina Business Corporation Act and Section 252 of the Delaware Corporation Law, hereby execute the following Articles and Certificate of Merger:

1. The Agreement and Plan of Merger, a copy of which is attached hereto and made a part hereof as Exhibit A, has been approved by the sole shareholder of McRae Industries, Inc., a Delaware corporation, and by a majority of the shareholders of McRae Industries, Inc., a North Carolina corporation, in the manner prescribed by law. The executed Agreement and Plan of Merger is on file at the principal place of business of McRae Industries, Inc., a Delaware corporation, whose mailing address is P. O. Box 726, Mt. Gilead, North Carolina 27306 and whose street address is Highway 109 North, Wadeville, North Carolina. A copy of the Agreement and Plan of Merger will be furnished, on request and without cost, to any shareholder of the undersigned corporations. Any shareholder interested in obtaining a copy of the Agreement and Plan of Merger should write to the Secretary of McRae Industries, Inc., at the above mailing address.

2. As to each of the undersigned corporations, the number of shares outstanding at the time of the adoption of said Agreement and Plan of Merger, and the number of shares entitled to vote thereon, were as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Number of Shares Entitled to Vote</u>
McRae Industries, Inc., a North Carolina corporation	1,337,827	1,337,827
McRae Industries, Inc., a Delaware corporation	100	100

There were no shares of either of the undersigned corporations entitled to vote as a class.

3. As to each of the undersigned corporations, the number of shares voted for and against such Agreement and Plan of Merger were as follows:

<u>Name of Corporation</u>	<u>Total Shares Voted For</u>	<u>Total Shares Voted Against</u>
McRae Industries, Inc., a North Carolina corporation	814,155	9,318
McRae Industries, Inc., a Delaware corporation	100	None

4. These Articles and Certificate of Merger, and the Agreement and Plan of Merger attached hereto and made a part hereof, shall become effective at 5 p.m., E.D.T., on September 23, 1983 or at such later time as the later of the following is accomplished:

(a) the filing of Articles and Certificate of Merger with the Secretary of State of North Carolina, or

(b) the filing of Articles and Certificate of Merger with the Secretary of State of Delaware.

5. The name of the surviving corporation shall be "McRAE INDUSTRIES, INC. (a Delaware corporation)."

6. The certificate of incorporation of McRae Industries, Inc., a Delaware corporation, shall be the certificate of incorporation of the surviving corporation.

7. The authorized capital stock of McRae Industries, Inc., a North Carolina corporation, is 5,000,000 shares of no par value Common Stock.

8. The Articles and Certificate of Merger have been adopted, approved, certified, executed and acknowledged by each of the undersigned corporations in accordance with Section 252(c) of the Delaware Corporation Law.

IN WITNESS WHEREOF, these Articles and Certificate of Merger have been signed by the President and attested by the Secretary of each of the corporations, this 20th day of September, 1983.

McRAE INDUSTRIES, INC.,
a North Carolina corporation

By J. M. R.
President

[CORPORATE SEAL]

ATTEST:

J. R. Ladd
Secretary

McRAE INDUSTRIES, INC.,
a Delaware corporation

[CORPORATE SEAL]

By

B. M. Rae
President

ATTEST:

L. R. Sedder
Secretary

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

B. J. McRAE, being the President, and T. R. TEDDER, being the Secretary of McRAE INDUSTRIES, INC., a North Carolina corporation, each being duly sworn, deposes and says that each signed the foregoing Articles and Certificate of Merger in the capacity indicated, that each was authorized so to sign, that the foregoing Articles and Certificate of Merger and the execution thereof are the acts and deeds of the Corporation, that the seal affixed to the foregoing Articles and Certificate of Merger is the corporate seal of the Corporation, and that the facts stated in the foregoing Articles and Certificate of Merger are true and correct.

B. J. McRae
President

T. R. Tedder
Secretary

Subscribed and sworn to before me
this 20th day of September, 1983.

Frank W. Dale
Notary Public

[NOTARIAL SEAL]

My Commission expires: March 31, 1986

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

B. J. McRAE, being the President, and T. R. TEDDER, being the Secretary of McRAE INDUSTRIES, INC., a Delaware corporation, each being duly sworn, deposes and says that each signed the foregoing Articles and Certificate of Merger in the capacity indicated, that each was authorized so to sign, that the foregoing Articles and Certificate of Merger and the execution thereof are the acts and deeds of the Corporation, that the seal affixed to the foregoing Articles and Certificate of Merger is the corporate seal of the Corporation, and that the facts stated in the foregoing Articles and Certificate of Merger are true and correct.

B. J. McRae
President

T. R. Tedder
Secretary

Subscribed and sworn to before me
this 20th day of September, 1983.

Maude W. Dale
Notary Public

[NOTARIAL SEAL]

My Commission expires: March 31, 1986

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, made and entered into as of August 10, 1983, by and between

McRAE INDUSTRIES, INC., a North Carolina corporation (hereinafter sometimes called the "Merging Corporation")

and

McRAE INDUSTRIES, INC., a Delaware corporation (hereinafter sometimes called the "Surviving Corporation")

said two corporations being hereinafter sometimes collectively called the "Constituent Corporations";

WHEREAS, the Board of Directors and the shareholder or shareholders of each of the Constituent Corporations, to the end that greater efficiency and economy in the management of the businesses carried on by the Constituent Corporations may be accomplished, do deem it advisable and in the best interests of the Constituent Corporations that they be merged, with McRae Industries, Inc., a Delaware corporation, as the Surviving Corporation, under and pursuant to the laws of the States of North Carolina and Delaware, and on the terms and conditions herein contained;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

Merger

1.1 McRae Industries, Inc., a North Carolina corporation, shall be merged into McRae Industries, Inc., a Delaware corporation, in accordance with the laws of the States of North Carolina and Delaware, and McRae Industries, Inc., a Delaware corporation, shall be the Surviving Corporation.

1.2 The name of the Surviving Corporation shall be "McRAE INDUSTRIES, INC."

1.3 On the Effective Date of the merger contemplated hereby, the separate existence of the Merging Corporation shall cease, except to the extent, if any, continued by applicable statute. The Surviving Corporation shall possess all the rights, privileges, powers and franchises of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all the property, real, personal or mixed, of the Merging Corporation, and all debts due on whatever account to it, including all choses in action belonging to it, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further

act or deed; and all such property, rights, privileges, powers and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation. The Surviving Corporation shall be liable and responsible for all the liabilities and obligations of the Merging Corporation. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II

Terms of Merger

The terms and conditions of the merger shall be as follows:

2.1 The "Effective Date" of the merger shall be, and such term as used herein shall mean, 5 p.m., E.D.T., on September 23, 1983 or at such later time as the later of the following is accomplished:

(A) the filing of Articles and Certificate of Merger with the Secretary of State of North Carolina, or

(B) the filing of Articles and Certificate of Merger with the Secretary of State of Delaware.

2.2 Until the completion of the merger, each of the Constituent Corporations shall continue to conduct its business without material change and neither shall make any distribution or other disposition of its assets, capital or surplus except in the ordinary course of business or take any action which shall impair the value of its shares or assets.

2.3 Prior to the Effective Date of the merger, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Date of the merger, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further

action(s) as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such properties, assets, rights, privileges and franchises, and otherwise to carry out the purposes of this Plan.

2.4 The Certificate of Incorporation and Bylaws of McRae Industries, Inc., a Delaware corporation, shall be the Certificate of Incorporation and Bylaws of the Surviving Corporation and its Certificate of Incorporation is not to be amended by virtue of the merger provided for in this Agreement.

2.5 The Directors and Officers of the Surviving Corporation on the Effective Date of the merger shall continue to be the Directors and Officers of the Surviving Corporation.

ARTICLE III

Stock Certificates

3.1 The Merging Corporation presently owns 100 shares of the Class B Common Stock of the Surviving Corporation, which is all the outstanding shares of the Surviving Corporation.

3.2 On the Effective Date of the merger, each issued and outstanding share of the Common Stock of Merging Corporation shall be converted into two shares: one share of Class A Common Stock of the Surviving Corporation and one share of Class B Common Stock of the Surviving Corporation. After the Effective Date, each holder of an outstanding certificate or certificates theretofore representing shares of the Common Stock of the Merging Corporation may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer and each such holder or transferee will be entitled to receive certificates representing the same number of shares of Class B Common Stock of the Surviving Corporation as the shares of the Common Stock of the Merging Corporation previously represented by the stock certificate surrendered. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Date represented the Common Stock of the Merging Corporation shall be deemed and treated for all corporate purposes to represent the ownership of the same number of shares of Class B Common Stock of the Surviving Corporation. After the Effective Date, each holder of an issued and outstanding share of Common Stock of the Merging Corporation shall be mailed a certificate or certificates for shares of the Class A Common Stock of the Surviving Corporation. The shares in the Surviving Corporation that the Merging Corporation owns will be cancelled on the Effective Date. No other cash, shares, securities or obligations will be distributed or issued upon conversion of the shares of the Merging Corporation.



NORTH CAROLINA

Department of The Secretary of State

CERTIFICATE OF AUTHORIZATION

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify that

MCRAE INDUSTRIES, INC.

a corporation organized under the laws of Delaware was authorized to transact business in the State of North Carolina by issuance of a certificate of authority on the 17th day of August, 1983, with its period of duration being perpetual under the name MCRAE INDUSTRIES, INC. and that the following documents have been filed since that date:

Application for Certificate of Authority	17 Aug 83
Articles of Merger	23 Sept 83
Change of Address of Reg Office/Agent	07 Feb 94
Change of Address of Reg Office/Agent	15 Oct 97

I **FURTHER** certify that no record is found of other corporate documents having been filed since 15th day of October, 1997.



Elaine F. Marshall
Secretary of State



NORTH CAROLINA

Department of The Secretary of State

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I **FURTHER** certify that the said corporation's certificate of authority is not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation's certificate of authority is not revoked for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by G.S. 55-16-22 **has been** delivered to the Secretary of State; and that a certificate of withdrawal has not been issued in the name of the said corporation as of the date of this certificate.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official seal at the
City of Raleigh, this 14th day of August, 2001.



Claine J. Marshall
Secretary of State

ARTICLE IV

Miscellaneous

4.1 Notwithstanding anything herein to the contrary, the Board of Directors of either Constituent Corporation may, in its sole discretion, at any time prior to the filing of the necessary Articles of Merger with the Secretary of State of North Carolina or the Secretary of State of Delaware, giving effect to the merger, by resolution duly adopted, abandon this merger if it shall deem such action necessary, desirable and in the best interest of such corporation. In the event of the termination and abandonment of this Plan pursuant to the provisions of this paragraph, the same shall become void and shall have no effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or its directors, officers or shareholders in respect of this Plan.

4.2 Each of the Constituent Corporations shall bear its own expenses separately incurred in connection with this Plan and all things required to be done by each of them hereunder.

4.3 This Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed by the duly authorized officers of the Constituent Corporations pursuant to authorization by the Boards of Directors of the Constituent Corporations, all as of the day and year first above written.

McRAE INDUSTRIES, INC.,
a North Carolina Corporation

[CORPORATE SEAL]

By B. J. McRae
President

ATTEST:

T. R. Tedder
Secretary

McRAE INDUSTRIES, INC.
a Delaware Corporation

[CORPORATE SEAL]

By B. J. McRae
President

ATTEST:

T. R. Tedder
Secretary