



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

1. Name of conveying party(ies):

Pet Care, Inc.

1.4.02

- Individual(s)
- General Partnership
- Limited Liability Company
- Corporation-State of Illinois
- Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: Paw Island Entertainment, Inc.

Internal Address:

Street Address: 709 West Main Street

City: Lake Geneva State: WI Zip: 53147

- Individual(s) citizenship \_
- Association
- General Partnership
- Limited Liability Company
- Corporation
- Limited Liability Company - State of Wisconsin

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

3. Nature of conveyance:

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

Execution Date: November 16, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,963,739

Additional numbers attached?  Yes  No

- 4

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

Name: Kent A. Lee, Esq.

Internal Address: Reinhart, Boerner, Van Deuren  
Norris & Rieselbach, s.c.  
1000 North Water Street, Suite 2100  
Milwaukee, WI 53202

Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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
- Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:

18-0882

(Attach duplicate copy of this page if paying by deposit account)

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.

Kent A. Lee

December 10, 2001

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [ 2 ]

**ARTICLES OF MERGER  
CONSOLIDATION OR EXCHANGE**

(Rev. Jan. 1995)

File #

George H. Ryan  
Secretary of State  
Department of Business Services  
Springfield, IL 62756  
Telephone (217) 782-6961  
<http://www.sos.state.il.us>

**SUBMIT IN DUPLICATE**

**This space for use by  
Secretary of State**

Date

Filing Fee \$

Approved:

**DO NOT SEND CASH!**  
Remit payment in check or money order, payable to "Secretary of State." Filing Fee is \$100, but if merger or consolidation of more than 2 corporations, \$50 for each additional corporation.

1. Names of the corporations proposing to ~~consolidate~~ <sup>merge</sup> ~~exchange shares~~, and the state or country of their incorporation:

Name of Corporation	State or Country of Incorporation	Illinois Secretary of State File Number
Pet Care, Inc.	Illinois	D-5645-692-9
Paw Island Entertainment, Inc.	Wisconsin	N/A

2. The laws of the state or country under which each corporation is incorporated permit such merger, consolidation or exchange.

3. (a) Name of the ~~new~~ <sup>surviving</sup> ~~acquiring~~ corporation: Paw Island Entertainment, Inc.

(b) it shall be governed by the laws of: Wisconsin

4. Plan of ~~consolidation~~ <sup>merger</sup> ~~exchange~~ is as follows:

**If not sufficient space to cover this point, add one or more sheets of this size.**

See Attached.

**EXPEDITED**

DEC 21 1998

TRADEMARK  
**SECRETARY OF STATE**  
REEL: 002419 FRAME: 0237

5. Plan of ~~consolidation~~ <sup>merger</sup> was approved, as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

*(The following items are not applicable to mergers under §11.30 —90% owned subsidiary provisions. See Article 7.)*

*(Only "X" one box for each Illinois corporation)*

By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken.

(§ 11.20)

By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with § 7.10 (§ 11.220)

By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20

Name of Corporation

<u>Name of Corporation</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pet Care, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. *(Not applicable if surviving, new or acquiring corporation is an Illinois corporation)*

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

- The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.
- The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and
- The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.

7. (Complete this item if reporting a merger under § 11.30—90% owned subsidiary provisions.)

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
N/A		

b. (Not applicable to 100% owned subsidiaries)

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was \_\_\_\_\_, 19 \_\_\_\_.

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received?  Yes  No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated Nov. 16, 19 98

attested by Sharon Maxwell  
(Signature of Secretary or Assistant Secretary)  
Sharon Maxwell, Secretary  
(Type or Print Name and Title)

PET CARE, INC.  
(Exact Name of Corporation)

by [Signature]  
(Signature of President or Vice President)  
D. Mike Maxwell, President  
(Type or Print Name and Title)

Dated Nov 16, 19 98

attested by Sharon Maxwell  
(Signature of Secretary or Assistant Secretary)  
Sharon Maxwell, Secretary  
(Type or Print Name and Title)

PAW ISLAND ENTERTAINMENT, INC.  
(Exact Name of Corporation)

by [Signature]  
(Signature of President or Vice President)  
Corey Maxwell, President  
(Type or Print Name and Title)

Dated \_\_\_\_\_, 19 \_\_\_\_\_

attested by \_\_\_\_\_  
(Signature of Secretary or Assistant Secretary)  
\_\_\_\_\_  
(Type or Print Name and Title)

\_\_\_\_\_  
(Exact Name of Corporation)

by \_\_\_\_\_  
(Signature of President or Vice President)  
\_\_\_\_\_  
(Type or Print Name and Title)

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of November 16, 1998 is between PET CARE, INC., an Illinois corporation (the "Parent"), and PAW ISLAND ENTERTAINMENT, INC., a Wisconsin corporation and a wholly owned subsidiary of Parent ("Acquisition").

### RECITALS

A. Parent is a corporation organized and existing under the laws of the State of Illinois and Acquisition is a corporation organized and existing under the laws of the State of Wisconsin.

B. The Boards of Directors of each of Parent and Acquisition (such corporations being herein sometimes collectively referred to as the "Constituent Corporations") deem it advisable for the mutual benefit of the Constituent Corporations and their respective shareholders that Parent be merged into Acquisition under and pursuant to the Wisconsin Business Corporation Law ("WBCL") and the Illinois Business Corporation Act ("IBCA") and upon the terms and conditions hereinafter set forth in order to effect the reincorporation of Parent as a Wisconsin corporation.

C. The Boards of Directors of each of the Constituent Corporations have approved this Agreement and Plan of Merger.

### AGREEMENTS

In consideration of the premises and the mutual agreements herein contained, the parties agree as follows:

#### ARTICLE I THE MERGER

At the Effective Time (as defined below) and upon the terms and subject to the conditions of this Agreement and in accordance with the IBCA and the WBCL, Parent shall be merged with and into Acquisition (the "Merger"). Following the Merger, Acquisition shall continue as the surviving corporation (the "Surviving Corporation") and the separate corporate existence of Parent shall cease.

ARTICLE II  
EFFECTIVE TIME

Subject to the terms and conditions set forth in this Agreement, Articles of Merger (the "Merger Certificate") shall be duly executed and acknowledged by Acquisition and Parent and thereafter delivered to the Secretary of State of the State of Wisconsin and the Secretary of State of the State of Illinois for filing pursuant to the WBCL and the IBCA on the Closing Date (as defined below). The Merger shall become effective at such time as a properly executed and certified copy of the Merger Certificate is duly filed with the Secretary of State of the State of Wisconsin in accordance with the WBCL or such later time as Parent and Acquisition may agree upon and set forth in the Merger Certificate (the time the Merger becomes effective being referred to herein as the "Effective Time").

ARTICLE III  
CLOSING OF THE MERGER

The closing of the Merger (the "Closing") will take place at a time and on a date (the "Closing Date") to be specified by the parties.

ARTICLE IV  
EFFECTS OF THE MERGER

The Merger shall have the effects set forth in the WBCL and the IBCA. Without limiting the generality of the foregoing and subject thereto, at the Effective Time all the properties, rights, privileges, powers and franchises of Parent and Acquisition shall vest in the Surviving Corporation and all debts, liabilities and duties of Parent and Acquisition shall become the debts, liabilities and duties of the Surviving Corporation.

ARTICLE V  
ARTICLES OF INCORPORATION AND BY-LAWS

The Articles of Incorporation of Acquisition in effect at the Effective Time, as amended and restated as set forth in Exhibit A hereto, shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law. The By-Laws of Acquisition in effect at the Effective Time shall be the bylaws of the Surviving Corporation until amended in accordance with applicable law.

ARTICLE VI  
DIRECTORS AND OFFICERS

(a) The directors of Acquisition at the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and By-Laws of the Surviving Corporation until such director's successor is duly elected or appointed and qualified.

(b) The officers of Acquisition at the Effective Time shall be the initial officers of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and By-Laws of the Surviving Corporation until such officer's successor is duly elected or appointed and qualified.

ARTICLE VII  
CONVERSION OF SHARES

(a) At the Effective Time each share of Parent's common stock, no par value per share (the "Parent Common Stock") which is issued and outstanding immediately prior to the Effective Time (other than shares of Parent Common Stock held in Parent's treasury or shares of Parent Common Stock held by Acquisition) shall, by virtue of the Merger and without any action on the part of Acquisition, Parent or the holder of shares of Parent Common Stock, be converted into the right to receive 10,000 shares of Acquisition's common stock, \$.01 par value per share (the "Acquisition Common Stock").

(b) At the Effective Time, each outstanding share of Acquisition Common Stock shall, by virtue of the Merger and without any action on the part of Acquisition, Parent or the holder thereof, be canceled, retired and cease to exist.

(c) At the Effective Time, each share of Parent Common Stock held in the treasury of Parent and each share of Parent Common Stock held by Acquisition immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of Acquisition, Parent or the holder thereof, be canceled, retired and cease to exist, and no shares of Acquisition Common Stock shall be delivered with respect thereto.

ARTICLE VIII  
EXCHANGE OF CERTIFICATES

(a) As soon as reasonably practicable after the Effective Time, Acquisition shall mail to each holder of record of a certificate or certificates which immediately prior to the Effective Time represented outstanding shares of Parent

Common Stock (the "Certificates") whose shares were converted into the right to receive shares of Acquisition Common Stock pursuant to Article VII: (i) a letter of transmittal (which shall specify that delivery shall be effected and risk of loss and title to the Certificates shall pass only upon delivery of the Certificates to Acquisition and shall be in such form and have such other provisions as Parent and Acquisition may reasonably specify) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for shares of Acquisition Common Stock. Upon surrender of a Certificate for cancellation to Acquisition together with such letter of transmittal duly executed and completed in accordance with the instructions thereon, and such other documents as may reasonably be requested by Acquisition, and subject to any applicable withholding of taxes, the holder of such Certificate shall be entitled to receive in exchange therefor the shares of Acquisition Common Stock which such holder has the right to receive pursuant to the provisions of this Agreement, and the Certificate so surrendered shall forthwith be canceled. In the event of a transfer of ownership of shares of Parent Common Stock which is not registered in the transfer records of Parent, the shares of Acquisition Common Stock may be issued to a transferee if the Certificate representing such shares of Parent Common Stock is presented to Acquisition accompanied by all documents required to evidence and effect such transfer and by evidence that any applicable stock transfer taxes have been paid. Until surrendered as contemplated by this Article VIII, each Certificate shall be deemed at any time after the Effective Time to represent only the right to receive upon such surrender the shares of Acquisition Common Stock as contemplated by this Article VIII.

(b) In the event that any Certificate for shares of Parent Common Stock shall have been lost, stolen or destroyed, Acquisition shall issue in exchange therefor upon the making of an affidavit of that fact by the holder thereof such shares of Parent Common Stock as may be required pursuant to this Agreement, provided, however, that Acquisition may, in its sole discretion, require the delivery of a suitable bond or indemnity.

(c) All shares of Acquisition Common Stock and cash issued upon the surrender for exchange of shares of Parent Common Stock in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Parent Common Stock, and there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Parent Common Stock which were outstanding immediately prior to the Effective Time. If after the Effective Time Certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Article VIII.



ARTICLE IX  
MISCELLANEOUS

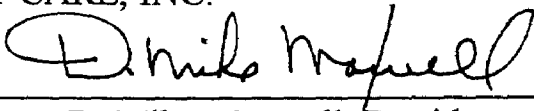
(a) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings both written and oral between the parties with respect to the subject matter hereof.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the principles of conflicts of law thereof.

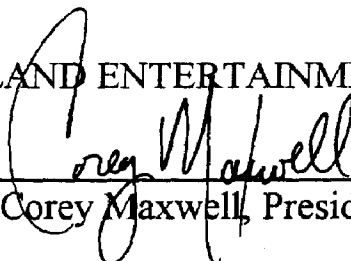
(c) The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

PET CARE, INC.

BY   
D. Mike Maxwell, President

PAW ISLAND ENTERTAINMENT, INC.

BY   
Corey Maxwell, President

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
PAW ISLAND ENTERTAINMENT, INC.

The undersigned certifies that he is and at all times herein mentioned has been the duly elected and acting President of Paw Island Entertainment, Inc., a Wisconsin corporation (the "Corporation"), and further certifies that:

1. The name of the Corporation is Paw Island Entertainment, Inc.
2. The Amended and Restated Articles of Incorporation set forth below supersede and take the place of the theretofore existing Articles of Incorporation and any amendments thereto.
3. The Amended and Restated Articles of Incorporation of the Corporation are as follows:

ARTICLE I

The Corporation is incorporated under Chapter 180, Wisconsin Statutes.

ARTICLE II

The name of the Corporation is Paw Island Entertainment, Inc.

ARTICLE III

The aggregate number of shares which the Corporation shall be authorized to issue is 8,000,000 consisting of one class only, designated as "Common Stock," with a par value of \$.01 per share.

ARTICLE IV

The address of the initial registered office of the Corporation is 1000 North Water Street, Suite 2100, Milwaukee, Wisconsin 53202 and the name of its initial registered agent at such address is Subsidiary Service, Inc.

ARTICLE V

The number of directors constituting the initial Board of Directors is three, and thereafter the number of directors shall be such number as is fixed, from time to time, in the manner prescribed by the By-Laws.

ARTICLE VI

Any action required to be taken at a meeting of the shareholders of the Corporation, or any other action which may be taken at a meeting of the shareholders of the Corporation, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by shareholders who would be entitled to vote at a meeting those shares with voting power to cast not less than the minimum number or, in the case of voting by voting groups, numbers of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote were present and voted.

Executed this 16th day of November, 1998.

PAW ISLAND ENTERTAINMENT, INC.

BY

  
Corey M. Maxwell, President

This instrument was drafted by Benjamin G. Lombard, Esq.

Please return this document to:

Tanya R. Braga, Paralegal  
Reinhart, Boerner, Van Deuren,  
Norris & Rieselbach, s.c.  
1000 North Water Street, Suite 2100  
P.O. Box 92900  
Milwaukee, WI 53202-0900