

06-28-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner.

102138591

and original document or copy thereof.

6-24-02

## 1. Name of conveying party(ies):

EDGEWORKS INC.

☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☐ Corporation - State      WASHINGTON  
☐ Other \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

## 2. Name and address of receiving party:

Name: MOUNTAIN SAFETY RESEARCH, INC.Internal Address: 3800 FIRST AVENUE SOUTH

Street Address: \_\_\_\_\_

City: SEATTLE State: WA ZIP: 98124

☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation - State      WASHINGTON  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached: ☐ Yes ☒ No

## 3. Nature of conveyance:

☐ Assignment      ☒ Merger  
☐ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Dates:

1) OCTOBER 2, 2000      3) \_\_\_\_\_  
2) \_\_\_\_\_      4) \_\_\_\_\_

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

1,457,472  
1,539,372  
2,414,412

Additional numbers attached? ☐ Yes ☒ No

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

Name: Seed Intellectual Property Law Group PLLCInternal Address: William O. Ferron, Jr.

06/27/2002 TDIAZ1 00000152 1457472

01 FC:481      40.00 DP  
02 FC:482      50.00 DP

Street Address: 701 Fifth Avenue, Suite 6300City: Seattle State: WA ZIP: 98104-70926. Total number of applications and registrations involved: 37. Total Fee (37 CFR 3.41): \$90.00☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

19-1090

(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.

WILLIAM O. FERRON, JR.

Name of Person Signing

Signature

Date

June 17, 2002Total number of pages including cover sheet, attachments, and document: 6

# STATE of WASHINGTON



## SECRETARY of STATE

*I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal, hereby issue this*

### ARTICLES OF MERGER

to

### MOUNTAIN SAFETY RESEARCH, INC.

a Washington Profit Corporation. Articles of Merger were filed for record in this office on the date indicated below.

**Merging EDGEWORKS INC. into MOUNTAIN SAFETY RESEARCH, INC.**

UBI Number: 600 424 062

Date: October 2, 2000



*Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital*

  
Ralph Munro, Secretary of State

279-1620.0  
2000

1: 10/02/2000 - 174799  
+60.00 on 10/02/2000  
Check - 10/02/2000 - 2925

## ARTICLES OF MERGER

**EDGEWORKS INC.,**  
a Washington corporation

With and into

**MOUNTAIN SAFETY RESEARCH, INC.,**  
a Washington corporation

FILED  
STATE OF WASHINGTON  
OCT 2 2000  
RALPH MUNRO  
SECRETARY OF STATE

In accordance with RCW 23B.11.050, the undersigned, James B. Cross, being the Chief Executive Officer of Edgeworks Inc., a Washington corporation, and Dave Bartholomew, being the Chief Executive Officer of Mountain Safety Research, Inc., a Washington corporation, do hereby certify as follows:

(1) The constituent corporations in the merger (the "Merger") are Edgeworks Inc., a Washington corporation, and Mountain Safety Research, Inc., a Washington corporation; the name of the surviving corporation is Mountain Safety Research, Inc., a Washington corporation.

(2) An Agreement and Plan of Merger dated as of September 8, 2000 (the "Merger Agreement") has been approved, adopted, and executed by each of the constituent corporations in accordance with RCW 23B.11.010. The Merger Agreement is attached hereto as Exhibit A and incorporated herein by reference.

(3) The Merger was duly approved by the shareholders or each of the constituent corporations in accordance with Section 23B.011.030 of the Washington Business Corporation Act.

The Merger shall become effective on the later of Oct 1, 2000, or the date on which these Articles of Merger are filed with the Secretary of State of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be duly executed as of this 8 day of September 2000.

**EDGEWORKS INC.,**  
a Washington corporation

**MOUNTAIN SAFETY RESEARCH,**  
INC., a Washington corporation

By: James B. Cross  
Its: Chief Executive Officer President

By: [Signature]  
Its: Chief Executive Officer

## AGREEMENT AND PLAN OF MERGER

8 This AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of the day of September 2000 by and between MOUNTAIN SAFETY RESEARCH, INC., a Washington corporation ("MSR") and EDGEWORKS INC., a Washington corporation ("Edgeworks") (collectively, the "Constituent Corporations") with reference to the following facts:

A. Each of the Constituent Corporations has, subject to approval by their respective shareholders, adopted the plan of merger embodied in this Agreement, and the Constituent Corporations and their respective boards of directors deem it advisable and in the best interest of each of the Constituent Corporation that Edgeworks be merged with and into MSR pursuant to the applicable corporation laws of Washington and Section 368 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, the Constituent Corporations do hereby agree, on the terms and conditions herein provided, as follows:

### 1. The Merger.

1.1 Governing Law. Edgeworks shall be merged into MSR in accordance with the applicable laws of the State of Washington. MSR shall be the surviving corporation and shall be governed by the laws of the State of Washington.

1.2 Effective Date. The "Effective Date" of the merger shall be, and such term as used herein shall mean, 5:00 p.m., Seattle, Washington time, on the later of October 1, 2000, or the day on which the Articles of Merger in substantially the form attached hereto as Exhibit A-1 are filed in the office of the Secretary of State of the State of Washington, after all satisfaction of the requirements of applicable laws of the state prerequisites to such filings.

2. Share Conversion. On the Effective Date, by virtue of the Merger and without any action on the part of the holders thereof each common share of Edgeworks will be converted into one common share of MSR.

### 3. Effect of the Merger.

3.1 Rights, Privileges, Etc. On the Effective Date, MSR, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the of the Constituent Corporations; all property of every description and every interest therein and all debts and other obligations of or belonging to or due to the Constituent Corporations on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or vested in MSR without further act or deed; title to any real estate, or any interest therein, vested in the Constituent Corporations shall not revert or in

any way be impaired by reason of this merger; and all of the rights of creditors of the Constituent Corporations shall be preserved unimpaired, and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, and such debts, liabilities, obligations and duties of the Constituent Corporations shall thenceforth remain with or attach to, as the case may be, MSR and may be enforced against it to the same extent as if all of such debts, liabilities, obligations and duties had been incurred or contracted by it.

3.2 Articles of Incorporation and Bylaws. The Articles of Incorporation of MSR as in effect on the Effective Date shall, from and after the Effective Date, be and continue to be the Articles of Incorporation of MSR without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Bylaws of MSR as in effect on the Effective Date shall, from and after the Effective Date, be and continue to be the Bylaws of MSR without change or amendment until thereafter amended in accordance with the provisions thereof, the Articles of Incorporation of MSR and applicable laws.

3.3 Directors and Officers. The directors and officers of MSR shall be the directors and officers of MSR on the Effective date and such directors and officers shall serve until they are removed or replaced in accordance with the Articles of Incorporation and Bylaws of MSR.

3.4 Further Action. From time to time, as and when requested by MSR, or by its successors or assigns, any party hereto shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as MSR, or its successors or assigns, may deem necessary or desirable in order to vest in and confirm to MSR, and its successors or assigns, title to and possession of all the property, rights, privileges, powers and franchises referred to herein and otherwise to carry out the intent and purposes of this Agreement.

#### 4. Termination; Amendment.

4.1 Termination Provision. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated and the merger abandoned:

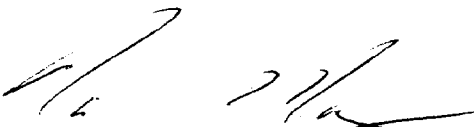
- (a) Upon written notice at any time prior to the Effective Date by mutual consent of the Constituent Corporations;
- (b) If holders of at least a majority of the outstanding shares of Common Stock of Edgeworks shall not vote in favor of the merger; or
- (c) if there exists a suit, action, or other proceeding commenced, pending or threatened, before any court or governmental agency of the federal or state government, in which it is sought to restrain, prohibit or otherwise adversely affect the consummation of the merger contemplated hereby.

4.2 Amendment Provisions. Anything contained in this Agreement notwithstanding, this Agreement may be amended or modified in writing at any time prior to the

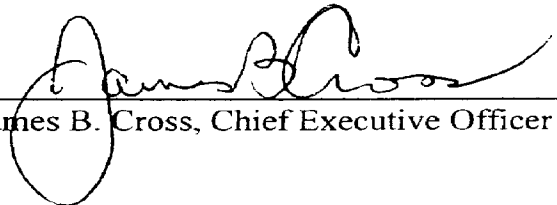
Effective Date; provided that, an amendment made subsequent to the adoption of this Agreement by the shareholders of the Constituent Corporations shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of the Constituent Corporations, (2) alter or change any term of the Articles of Incorporation of MSR or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series thereof of the Constituent Corporations; provided, however, the Constituent Corporations may by agreement in writing extend the time for performance of, or waive compliance with, the conditions or agreements set forth herein.

4.3 Board Action. In exercising their rights under this Section 4, each of the Constituent Corporations may act by its Board of Directors, and such rights may be so exercised, notwithstanding the prior approval of this Agreement by the shareholders of the Constituent Corporations.

MOUNTAIN SAFETY RESEARCH, INC.  
a Washington corporation

By:   
\_\_\_\_\_  
Dave Bartholomew, Chief Executive Officer

EDGEWORKS INC.  
a Washington corporation

By:   
\_\_\_\_\_  
James B. Cross, Chief Executive Officer