

07-17-2002



Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2001)  
Tab settings => =>

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

102158428

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

1. Name of conveying party(ies):  
Windy Ridge Corporation  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State Washington  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

07/15/02

2. Name and address of receiving party(ies)  
Name: Firesteed Corporation  
Internal  
Address: Suite 1108  
Street Address: 1809 7<sup>th</sup> Avenue  
City: Seattle      State WA      Zip: 98101  
 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 Date: December 19, 2001

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
See Exhibit A attached hereto and incorporated herein by this reference  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
See Exhibit B attached hereto and incorporated herein by this reference

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name Perkins Coie, Attn: Heidi L. Sachs  
Internal Address: \_\_\_\_\_  
Street Address: 1201 Third Avenue - Suite 4800  
City: Seattle      State: WA      Zip: 98101

6. Total number of applications and registrations involved 7  
7. Total fee (37 CFR 3.41) ..... \$190.00  
 Enclosed  
 Authorized to be charged to deposit amount  
8. Deposit account number:  
(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*  
Heidi L. Sachs      *Heidi Sachs*      July 8, 2002  
Name of Person Signing      Signature      Date

07/16/2002 LMUELLER 00000065 70044267      Total number of pages including cover sheet, attachments, and documents 10

01 FC:481  
02 FC:482

40.00 OP  
150.00 OP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademark, Box Assignments  
Washington, D.C. 20231

OFFICE OF RECORDS  
2002 JUL 15 AM 9 04  
FINANCE SECTION

SL021780348

TRADEMARK  
REEL: 002544 FRAME: 0550

# EXHIBIT A

<b>MARK</b>	<b>CLASS</b>	<b>APPLICATION No.</b>
KITE DESIGN (WINDY RIDGE)	28	76/044,267
KITE DESIGN (WINDY RIDGE)	21	76/044,265
KITE DESIGN (WINDY RIDGE)	25	76/044,266
WINDY RIDGE	21	76/044,262
WINDY RIDGE	28	76/044,264

## EXHIBIT B

<b>MARK</b>	<b>CLASS</b>	<b>REGISTRATION NO.</b>
KITE DESIGN (WINDY RIDGE)	33	2,560,086
WINDY RIDGE	33	2,530,715

# STATE of WASHINGTON



## SECRETARY of STATE

I, **SAM REED**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

### ARTICLES OF MERGER

to

FIRESTEED CORPORATION

a Washington Profit corporation,

were filed for record in this office on the date indicated below.

Merging WINDY RIDGE CORPORATION into FIRESTEED CORPORATION

UBI Number: 601 474 636

Date: December 19, 2001



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

A handwritten signature in cursive script that reads "Sam Reed".

Sam Reed, Secretary of State

2-475407-9

354-1843. 0  
2001

FILED  
SECRETARY OF STATE

DEC 19 2001

STATE OF WASHINGTON

*ms*

ARTICLES OF MERGER

FIRESTEED CORPORATION 601-474-636  
and  
WINDY RIDGE CORPORATION 602-029-241

Pursuant to RCW 23B.11.050, the following Articles of Merger are executed for the purpose of merging Windy Ridge Corporation, a Washington corporation (the "Disappearing Corporation"), into Firesteed Corporation, a Washington corporation (the "Surviving Corporation").

1. The Agreement and Plan of Merger is attached hereto as Exhibit A.
2. The Agreement and Plan of Merger was duly approved by the shareholders of the Disappearing Corporation and by the shareholders of the Surviving Corporation pursuant to RCW 23B.11.030.
3. The merger shall be effective on December 19, 2001.

Firesteed Corporation

By *Howard M. Rossbach*  
Howard M. Rossbach, President

Validation  
Val: 12/19/2001 - 63013  
\$66.00 on 12/19/2001  
Cash

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made December 19, 2001 by and between Firesteed Corporation, a Washington corporation ("Surviving Corporation"), and Windy Ridge Corporation, a Washington corporation ("Disappearing Corporation").

### RECITALS

A. Firesteed Corporation is a corporation organized and existing under the laws of the State of Washington, with its principal office in Seattle, Washington.

The authorized capital stock of Firesteed Corporation consists of 500,000 shares of common stock having a par value of \$.01 per share, of which 100,000 shares are duly issued and outstanding on the date hereof.

B. Windy Ridge Corporation is a corporation organized and existing under the laws of the State of Washington, with its principal office in Seattle, Washington.

The authorized capital stock of Windy Ridge Corporation consists of 10,000 shares of common stock without par value, of which 900 shares are duly issued and outstanding on the date hereof.

C. Firesteed Corporation and Windy Ridge Corporation deem it advisable and in the best interests of each corporation and the sole shareholder thereof that Windy Ridge Corporation be merged into Firesteed Corporation (the "Merger") as authorized by the laws of the State of Washington.

### AGREEMENT

In consideration of the foregoing recitals and of the covenants and agreements hereinafter set forth and for the purpose of prescribing the terms and conditions of the Merger, the parties agree as follows:

#### 1. Merger; Effectiveness

Windy Ridge Corporation shall be merged into Firesteed Corporation (hereinafter sometimes called the "Surviving Corporation"), pursuant to the applicable provisions of the Washington Business Corporation Act and in accordance with the terms and conditions of this Agreement.

Upon the execution by the Surviving Corporation of Articles of Merger incorporating this Agreement and the filing of such Articles of Merger with the Secretary of State of the State of Washington, the Merger shall be effective at the close of business on the date of filing of the Articles with the Secretary of State of Washington (the "Effective Time of the Merger").

**2. Articles of Incorporation**

The Articles of Incorporation of Firesteed Corporation shall, at the Effective Time of the Merger, be the Articles of Incorporation of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.

**3. Bylaws**

The Bylaws of Firesteed Corporation in effect at the Effective Time of the Merger shall, at the Effective Time of the Merger, be and remain the Bylaws of the Surviving Corporation.

**4. Directors and Officers**

The directors and officers of Firesteed Corporation in office at the Effective Time of the Merger shall, at the Effective Time of the Merger, be and remain the directors and officers of the Surviving Corporation and shall hold such offices in accordance with and subject to the Articles of Incorporation and Bylaws of the Surviving Corporation, as in effect immediately after the Effective Time of the Merger.

**5. Exchange of Shares**

At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder of any shares of stock of Firesteed Corporation or of Windy Ridge Corporation, the sole shareholder of Firesteed Corporation will own the 100,000 shares of stock of the Surviving Corporation which he owns on the date hereof plus 20,000 additional shares of stock of the Surviving Corporation which shall be issued to the sole shareholder of Firesteed on the date of the Merger in exchange for all the outstanding shares of Windy Ridge Corporation.

**6. Rights, Duties, Powers, Liabilities, Etc.**

At the Effective Time of the Merger, the separate existence of Windy Ridge Corporation shall cease, and Windy Ridge Corporation shall be merged in accordance with the provisions of this Agreement with and into the Surviving Corporation, which

shall possess all the properties and assets, and all the rights, privileges, powers, immunities and franchises, of whatever nature and description, and shall be subject to all restrictions, disabilities, duties and liabilities of each of the Constituent Corporations; and all such things shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested by deed or otherwise in either of the Constituent Corporations, shall be vested in the Surviving Corporation without reversion or impairment. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Corporation, may be prosecuted to judgment or decree as if the Merger had not taken place, and the Surviving Corporation may be substituted in any such action or proceeding.

## **7. Implementation.**

(a) Each of the Constituent Corporations hereby agrees that at any time or from time to time as and when requested by the Surviving Corporation, or by its successors or assigns, it will so far as it is legally able, execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, each of whom is hereby irrevocably appointed as attorney-in-fact for such purposes, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other actions as the Surviving Corporation, its successors or assigns, may deem necessary or desirable in order to evidence the transfer, vesting and devolution of any property, right, privilege, power, immunity or franchise to vest or perfect in or confirm to the Surviving Corporation, its successors or assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referred to in this Agreement and otherwise to carry out the intent and purposes hereof.

(b) Each of the Constituent Corporations shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the State of Washington to consummate and make effective the Merger.

## **8. Termination**

This Agreement may be terminated for any reason at any time before the filing of Articles of Merger with the Secretary of State of the State of Washington (whether before or after approval by the shareholders of the Constituent Corporations, or either of them) by resolution of the Board of Directors of both of the Constituent Corporations.



**9. Amendment**

This Agreement may, to the extent permitted by law, be amended, supplemented or interpreted at any time by action taken by the Board of Directors of both of the Constituent Corporations; provided, however, that this Agreement may not be amended or supplemented after having been approved by the shareholders of a Constituent Corporation except by a vote or consent of the shareholders in accordance with applicable law.

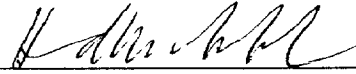
Firesteed Corporation

By   
Howard M. Rossbach, President

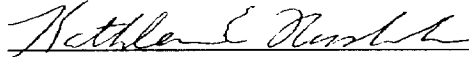
Windy Ridge Corporation

By   
Howard M. Rossbach, President

Each of the shareholders of each of the Constituent Corporations and their respective spouses hereby consent and agree to the terms of this Agreement.



Howard M. Rossbach, Sole Shareholder of  
Firesteed Corporation and Sole Shareholder  
of Windy Ridge Corporation



Kathleen Rossbach, Spouse of Howard M.  
Rossbach, Sole Shareholder