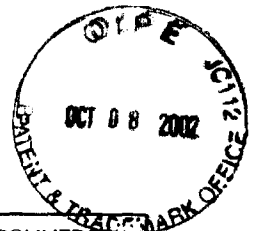


10-17-2002



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨ ▼



102251994

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

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

1. Name of conveying party(ies): 108-02
Timbuktu Design Station, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other Michigan

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

3. Nature of conveyance:

- ☐ Assignment ☒ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: Feb. 21, 2000

2. Name and address of receiving party(ies)

Name: Timbuktu Design Station,
Internal Inc.

Address: _____

Street Address: Sundance CircleCity: Nederland State: CO Zip: 80466

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Colorado
☐ 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,973,858TIMBUKTU STATIONAdditional number(s) attached ☐ Yes ☒ No

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

Name: V.T. GiordanoInternal Address: von Maltitz, Derenberg,Kunin, Janssen & GiordanoStreet Address: 60 E. 42 StreetSuite 4410City: NY State: NY Zip: 101656. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41) \$40.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account if additional fee required.

8. Deposit account number: 22-0560

DO NOT USE THIS SPACE

9. Signature.

Diane Donnelly

Name of Person Signing

Signature

October 8, 2002

Date

Total number of pages including cover sheet, attachments, and document: 8

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

10/16/2002 LMUeller 00000453 1973858

01 FC:8521

40.00 00

TRADEMARK
 REEL: 002599 FRAME: 0862

FILED
TIMBUKTU DESIGN STATION, INC.
FIC 19991050305 M63

ARTICLES OF MERGER AND CHANGE OF NAME

These Articles of Merger (these "Articles") are made by Timbuktu Design Station, Inc. ("TDS-Michigan"), a Michigan corporation, and Timbuktu Merger Corporation ("TMC"), a Colorado corporation, as of this February 21, 2000.

20001038259
\$ 75.00
SECRETARY OF STATE
02-23-2000 16:37:46

Recital

1. Pursuant to the Agreement and Plan of Merger (the "Plan") made effective as of February 21, 2000 by and between TDS-Michigan and TMC, TDS-Michigan and TMC have agreed to merge TDS-Michigan with and into TMC by complying with the applicable provisions of Colorado law.

2. The shareholders of TDS-Michigan cast sufficient votes in favor of the Plan.

3. The shareholders of TMC cast sufficient votes in favor of the Plan.

4. TMC will be the surviving entity and will continue to be a Colorado corporation.

5. TDS-Michigan has 12,811.08 outstanding shares of common stock. TMC has 5,124,432 shares of common stock (12,811.08 x 400).

6. Each share of TDS-Michigan common stock will be converted into 400 shares of TMC common stock.

7. The merger described in these Articles is effective as of this February 21, 2000.

8. TMC hereby changes its name to Timbuktu Design Station, Inc. ("TDS-Colorado").

9. The street address of TDS-Colorado's principal office is 36 Sundance Circle, Nederland, Colorado 80466-1639.

TIMBUKTU DESIGN STATION, INC.,
a Michigan corporation

By: [Signature]
Print Name: John L. Sedick
Title: CEO



TIMBUKTU MERGER CORPORATION, a
Colorado corporation

By: [Signature]
Print Name: John L. Seibert
Title: CEO

TIMBUKTU DESIGN STATION, INC.,
a Colorado corporation

By: [Signature]
Print Name: John L. Seibert
Title: CEO

DNVRI 000110102

AGREEMENT AND PLAN OF MERGER

of

TIMBUKTU DESIGN STATION, INC.

and

TIMBUKTU MERGER CORPORATION

Dated as of January __, 2000

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made as of January __, 2000, by and between Timbuktu Design Station, Inc. ("TDS-Michigan"), a Michigan corporation and Timbuktu Merger Corporation, a Colorado corporation ("TMC").

WHEREAS, TDS-Michigan and TMC have agreed to merge TDS-Michigan with and into TMC; and

WHEREAS, the Boards of Directors and shareholders of TDS-Michigan and TMC have approved this merger and the consummation of the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants, and agreements contained in this Agreement, the parties hereby agree as follows:

**ARTICLE I
THE MERGER**

1.1 **The Merger.** Upon the terms and subject to the conditions of this Agreement, under the Michigan Business Corporations Act and the Colorado Business Corporation Act, as amended ("CBCA"), TDS-Michigan shall be merged with and into TMC and the separate existence of TDS-Michigan shall thereupon cease (the "Merger"). TMC shall be the surviving corporation in the Merger (the "Surviving Corporation").

1.2 **Effective Time of the Merger.** The Merger shall become effective upon the later of (i) the time of filing of the Articles of Merger with the Secretary of State of Colorado, and (ii) a later time specified in the Articles of Merger (the "Effective Time"). TMC shall not issue shares or other merger consideration provided for in this Agreement until it has received written confirmation of the acceptance of such filing of the Articles of Merger by the Secretary of State of Colorado.

1.3 **Effect of Merger.** The Merger shall have the effects set forth in Section 7-111-106 of the CBCA, and all other applicable laws.

**ARTICLE II
THE SURVIVING CORPORATION**

2.1 **Change of Name.** At the Effective Time, TMC shall change its name to Timbuktu Design Station, Inc.

2.2 **Articles of Incorporation and Bylaws.** At the Effective Time, the Articles of Incorporation and Bylaws of TMC, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation until duly amended.

2.3 **Directors and Officers.** At and after the Effective Time, the directors and officers of TMC shall be the directors and officers of the Surviving Corporation in each case until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation, or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

**ARTICLE III
CONVERSION OF TDS-MICHIGAN COMMON SHARES**

3.1 **Conversion of TDS-Michigan Common Shares.** TDS-Michigan has 12,811.08 outstanding shares of common stock. TMC has 5,124,432 shares of common stock (12,811.08 x 400). At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital shares of TDS-Michigan, each of the issued and outstanding shares of TDS-Michigan common stock (the "TDS-Michigan Common Shares") shall be converted into four (4) shares of TMC common stock ("TMC Common Shares").

3.2 Exchange of TDS-Michigan Certificates.

(a) From and after the Effective Time, each holder of a certificate or certificates representing TDS-Michigan Common Shares, upon surrender of the certificates to TMC or a designated exchange agent (the "Exchange Agent"), or upon the provision of an appropriate affidavit of lost certificate and an indemnity bond, and such other documentation as TMC or the Exchange Agent may reasonably request, shall be entitled to receive in exchange a certificate or certificates representing the number of whole TMC Common Shares into which such holder's TDS-Michigan Common Shares were converted under Section 3.1. However, until holders or transferees of TDS-Michigan Certificates formerly representing TDS-Michigan Common Shares have surrendered them for exchange: (i) no dividends or other distributions shall be paid with respect to any TDS-Michigan Common Shares; and (ii) without regard to when such TDS-Michigan Certificates are surrendered for exchange, no interest shall be paid or payable on any dividends, if any. Upon surrender of a TDS-Michigan Certificate, which immediately prior to the Effective Time represented TDS-Michigan Common Shares, there shall be paid to the holder of such TDS-Michigan Certificate the amount of any dividends, if any, which became payable. Neither the Exchange Agent nor any party to this Agreement shall be liable to a holder of TDS-Michigan Common Shares for any TMC Common Shares or dividends or distributions, if any, delivered to a public official pursuant to applicable abandoned property, escheat or similar law. If any TMC Certificate is to be issued in a name other than that in which the TDS-Michigan Certificate surrendered in exchange is registered, it shall be a condition of such exchange that the person requesting such exchange shall pay any transfer or other taxes required by reason of the issuance of such TMC Certificates in a name other than that of the registered holder of the TDS-Michigan Certificate surrendered, or shall establish to the satisfaction of TMC that such tax has been paid or is not applicable.

(b) As soon as practicable after the Effective Time, TMC shall make available to the Exchange Agent the TMC Certificates required to effect the exchange referred to in Section 3.2(a). The TMC Common Shares into which TDS-Michigan Common Shares shall be converted in the Merger shall be deemed to have been issued at the Effective Time.

3.3 No TMC Fractional Shares. No certificates or scrip for fractional TMC Common Shares shall be issued upon the surrender for exchange of TDS-Michigan Certificates and no dividend or other distribution, stock split, or interest with respect to TMC Common Shares shall relate to any fractional security, and such fractional interests shall not entitle the owner to vote or to any other rights of a shareholder of TMC. In lieu of any such fractional shares, all TMC Common Shares issued to the shareholders pursuant to the terms of this Agreement shall be rounded to the closest whole TMC share.

3.4 Closing of Transfer Books. From and after the Effective Time, the stock transfer books of TDS-Michigan shall be closed and no transfer of TDS-Michigan Common Shares shall thereafter be made except in accordance with this Article III or as subsequently approved by the Board of Directors of the Surviving Corporation after the Effective Time.

ARTICLE IV MISCELLANEOUS

4.1 Conditions to Merger. Consummation of the Merger is subject to the following conditions precedent: (a) this Agreement shall have been approved by the affirmative vote of the shareholders of TMC and TDS-Michigan by the requisite vote in accordance with the CBCA and the Michigan Business Corporations Act, respectively; and (b) the satisfaction or waiver, if permissible, of the other conditions precedent described in this Agreement.

4.2 Termination. Prior to the Effective Time, this Agreement shall terminate if all the shareholders of TMC agree in writing.

4.3 Amendment. This Agreement may be amended by the parties to this Agreement, at any time before the Effective Time and before or after approval by the shareholders of TMC, provided that any such

amendment is approved by the Board of Directors of TMC. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

4.4 Notices. All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) sent by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt by the recipient of such notice:

If to TDS-Michigan:

Timbuktu Design Station, Inc.

Telephone No.:

Facsimile No.:

If to TMC:

Timbuktu Merger Corporation

36 Sundance Circle

Nederland, CO 80466-1639

Telephone No.: (303)

Facsimile No.: (303)

With a copy to:

Frege & Benson LLP

2500 Republic Plaza

370 Seventeenth Street

Denver, CO 80202

Attention: William J. Campbell

Telephone No.: (303) 592-9000

Facsimile No.: (303) 820-0600

4.5 Interpretation. The headings, table of contents, and index of defined terms contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

4.6 Miscellaneous. This Agreement (including the documents and instruments referred to herein): (i) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof; (ii) shall not be assigned by operation of law or otherwise without the prior written consent of the other parties hereto; and (iii) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Colorado (without giving effect to the provisions thereof relating to conflicts of law).

4.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

4.8 Parties in Interest. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

4.9 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this

From: JOHN L. SEIFERT To: BILL CAMPBELL

Date: 2/23/00 Time: 2:53:55 PM

Page 7 of 12

89/05/1999 22:32 6129398065

TIMBUKTU CERYL

PAGE 89

Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only as broad as is enforceable.

IN WITNESS WHEREOF, TDS-Michigan and TMC have each caused this Agreement and Plan of Merger to be signed by their respective officers duly authorized as of the date first written above.

TIMBUKTU DESIGN STATION, INC.

By: [Signature]
Print Name: John L. Seifert
Title: V.P.

TIMBUKTU MERCER CORPORATION

By: [Signature]
Print Name: John L. Seifert
Title: V.P.

DELVNI-6009237.03