

10-01-2003



Form  $\overline{\text{E}}\overline{\text{T}}\overline{\text{E}}\overline{\text{C}}\overline{\text{I}}$  RE  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

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

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

1. Name of conveying party(ies):  
Sheffield Enterprises Inc  
9-29-03

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

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

2. Name and address of receiving party(ies)  
Name: Sheffield Group Enterprises  
Internal  
Address: \_\_\_\_\_  
Street Address: 8573 Olympic Blvd.  
City: Los Angeles State: CA Zip: 90035

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Tennessee  
 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: 08/01/1997

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
1,817,035

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Robert A. Finkelstein  
Internal Address: \_\_\_\_\_  
Street Address: 8573 Olympic Blvd.  
City: Los Angeles State: CA Zip: 90035

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

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

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.

Robert A. Finkelstein \_\_\_\_\_  
Name of Person Signing      Signature

2/18/03 \_\_\_\_\_  
Date

Total number of pages including cover sheet, attachments, and document: 10

10/01/2003  
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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of this 31st day of July, 1997 (this "Agreement"), is entered into by and between Sheffield Group Enterprises, Inc., a Tennessee corporation (hereinafter referred to as the "Surviving Corporation"), and Sheffield Enterprises, Inc., a California corporation, (hereinafter referred to as the "Disappearing Corporation").

WITNESSETH:

WHEREAS, Surviving Corporation is a Tennessee corporation authorized to issue 10,000 shares of voting Common stock, no par value, of which there are outstanding at the date hereof 300 shares of Common stock, all of which are registered in the name of Nathan Golden, as Trustee of that certain Voting Trust Agreement dated July 31, 1997; and

WHEREAS, Disappearing Corporation is a California corporation authorized to issue 10,000 shares of voting Common stock, no par value, of which there are outstanding at the date hereof 300 shares of Common stock, all of which are registered in the name of Nathan Golden, as Trustee of that certain Voting Trust Agreement dated March 15, 1988; and

NOW, THEREFORE, Surviving Corporation and Disappearing Corporation agree to merge on the following terms and conditions:

1. Merger. On the Effective Date (as defined in Section 6 herein), Disappearing Corporation shall merge with and into Surviving Corporation; the corporate existence of Surviving Corporation shall continue; and the separate corporate existence of Disappearing Corporation shall cease. The corporate entity, existence, name, purposes, powers, rights and immunities of Surviving Corporation shall continue unaffected and unimpaired by the merger; and the corporate identity, existence, purposes, powers, rights, and immunities of Disappearing Corporation shall be merged into Surviving Corporation which shall be fully vested therewith. Surviving Corporation shall be subject to all of the debts and liabilities of Disappearing Corporation as if Surviving Corporation had itself incurred them and all rights of creditors and all liens upon the property of Surviving Corporation and Disappearing Corporation shall be preserved unimpaired, provided that such liens, if any, upon the property of Disappearing Corporation shall be limited to the property affected thereby immediately prior to the Effective Date. The Surviving Corporation hereby affirms the terms and conditions, and assumes the obligations of those three certain agreements entered into by and between Frank Sinatra and Disappearing Corporation dated February 29, 1988 and March 14, 1994, including, without limitation, the right of Frank Sinatra and his successors in interest to receive royalty payments described therein.

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2. Charter and Bylaws. The charter and bylaws of Surviving Corporation, as in effect on the Effective Date, shall be and remain (until amended or repealed as provided by law) its charter and bylaws respectively.

3. Directors and Officers. The directors and officers of Surviving Corporation from and after the Effective Date (until changed in accordance with the applicable law and the charter and bylaws of Surviving Corporation) shall be the same persons as those directors and officers holding office immediately before the Effective Date.

4. Effect of Merger on Outstanding Shares.

(a) Surviving Corporation. The shares of Surviving Corporation outstanding on the Effective Date shall not be changed or converted as a result of the merger but shall remain outstanding as shares of Surviving Corporation.

(b) Disappearing Corporation. On the Effective Date, the issued and outstanding shares of Common stock of Disappearing Corporation shall be cancelled and no shares shall be issued to Disappearing Corporation in exchange therefor.

5. Surrender of Share Certificate(s). On or after the Effective Date, the holders of all of the outstanding certificates evidencing common shares of Disappearing Corporation shall surrender the same, duly endorsed as Surviving Corporation may require, to Surviving Corporation or its agent for cancellation.

6. Effective Date. Surviving Corporation and Disappearing Corporation shall take or cause to be taken all such actions, or do or cause to be done all such things, as are necessary, proper or advisable under the laws of the states of California and Tennessee to make effective the merger herein provided, subject, however to receipt of any required approval by the outstanding shares of any party hereto in accordance with California and Tennessee law. Unless this Agreement shall be terminated as herein provided, Surviving Corporation and Disappearing Corporation agree to use its best efforts, subject to the foregoing conditions, to take or cause to be taken all actions as aforesaid. Upon compliance with applicable laws and upon receipt of any required approval of the outstanding shares of either party, the merger shall become effective upon the later of (a) such filings or (b) July 31, 1997. The date on which the merger so becomes effective is herein called the "Effective Date."

7. Operation of Businesses Pending Consummation of Merger. Prior to the Effective Date, neither Surviving Corporation nor Disappearing Corporation shall, without the prior written approval of the other party, (a) engage in any activity or transaction other than in the ordinary course of business, except as contemplated by this Agreement, or (b) issue, sell, or subdivide any of its shares, or (c) issue any shares, any options, warrants or rights to purchase any shares or any securities convertible into or exchangeable for any shares, or (d) declare or pay any dividend or make any distribution on any of its shares, or (e) purchase or redeem any of its outstanding shares.

8. Termination or Abandonment. This Agreement may be terminated and the merger hereby contemplated abandoned at any time prior to the Effective Date (a) by the mutual consent of the board of directors of Disappearing Corporation and Surviving Corporation, or (b) by Surviving Corporation upon the occurrence of a material and adverse change in the business, properties or financial position of Disappearing Corporation. In the event of termination of this Agreement as herein provided, neither Disappearing Corporation nor Surviving Corporation or their respective boards of directors or shareholders shall be liable to the other or its directors or shareholders.

9. Amendment to Charter. The amendment to be made in the Charter of the Surviving Corporation as a result of this merger is as follows:

The provision of the Charter of the Surviving Corporation concerning its name shall be amended by striking such provision in its entirety and substituting therefor the following:

The name of the corporation is: Sheffield Enterprises, Inc.

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DIVISION OF CORPORATIONS  
AND BUSINESSES  
HARRISBURG, PENNSYLVANIA

10. Other Provisions.

(a) Governing Law. This Agreement shall be governed by the laws of Tennessee.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements among them concerning the subject matter contained herein.

(c) Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement.

(d) Further Assurances. Disappearing Corporation shall from time to time upon request by Surviving Corporation, execute and deliver all such documents and instruments and take all such actions as Surviving Corporation may request in order to vest or evidence the vesting in Surviving Corporation of title to and possession of all rights, properties, assets and business of Disappearing Corporation, or otherwise to carry out the full intent and purpose of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

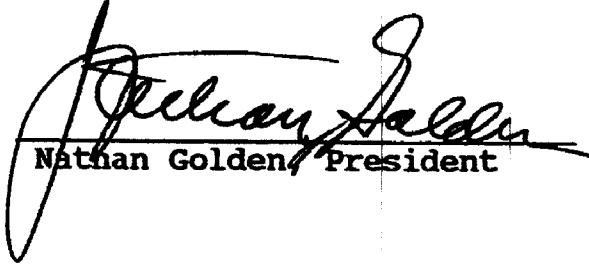
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IN WITNESS WHEREOF, Disappearing Corporation and  
Surviving Corporation have caused this Agreement to be executed  
as of the day and year first above written.

**Surviving Corporation:**

SHEFFIELD GROUP ENTERPRISES, INC.,  
a Tennessee corporation,

By:

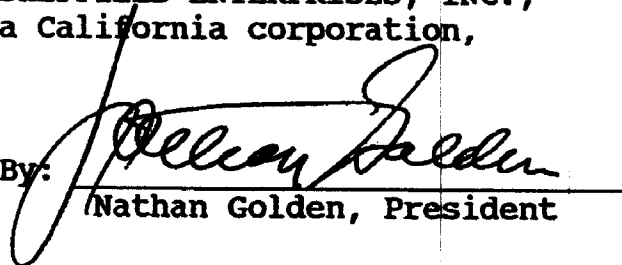


Nathan Golden, President

**Disappearing Corporation:**

SHEFFIELD ENTERPRISES, INC.,  
a California corporation,

By:



Nathan Golden, President

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