

10-03-2003
Barcode

To: **102565646**
Please record the attached document.

marks:
thereof

1. Name of conveying party(ies)
 Flynn Enterprises, Inc.

9.29.03

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Corporation-Foreign
 Other

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

2. Name and address of receiving party(ies):
 Name: FLYNN ENTERPRISES, LLC

Street Address: P.O. Box 1047
 21st & Walnut Street
 Hopkinsville, Kentucky 42241

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Corporation-Foreign _____
 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 27, 2001

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

A. Trademark Application No.(s) B. Trademark Registration No.(s)
 See Attachment A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning
 document should be mailed:
 Name: Arent Fox Kintner Plotkin & Kahn, PLLC
 Street Address: 1050 Connecticut Avenue, N.W., Suite 600,
 Washington, D.C. 20036-5339

6. Total number of applications and registrations
 involved: 16

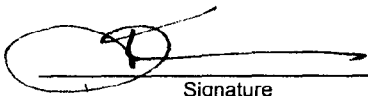
7. Total fee (37 CFR 3.41)..... \$ 415.00
 Enclosed Check # 366384
 Any additional fees are authorized to be charged to
 Deposit Account 01-2300.

8. Deposit account number: 01-2300
 (Attach duplicate copy of this page if paying by Deposit Account)

10/02/2003 EDCBPER 00000032 1196354
 01 FC:0521 40.00 BP
 02 FC:0522 375.00 BP

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.

Charles M. Marmelstein  September 29, 2003
 Name of Person Signing Signature Date
 Reg. No. 25,895

Total number of pages including cover sheet, attachments and document: 7

ATTACHMENT A

<u>Reg. No.</u>	<u>Registered</u>	<u>Mark</u>
1,196,554	May 25, 1982	FLYNN
1,212,503	October 12, 1982	T.C.B. BY FLYNN
1,252,327	September 27, 2003	TEXAS STAR & Design
1,314,720	January 15, 1985	BRITISH STEEL
1,317,051	January 29, 1985	PACIFIC COAST SAIL
1,320,876	February 19, 1985	FREE SPORT
1,329,759	April 9, 1985	BAY ISLAND
1,336,765	May 21, 1985	BLUE MOUNTAIN
1,424,928	January 13, 1987	LITTLE RIVER TRADING CO.
1,435,758	April 7, 1987	PILOT ROCK OUTFITTERS
1,461,069	October 13, 1987	TORY ISLAND
1,471,467	January 5, 1988	BOCA CHICA & Design
1,515,477	December 6, 1988	CONGO TRADER
1,562,313	October 24, 1989	ZITI
1,566,061	November 14, 1989	BRISTOL BLUES
1,681,287	March 31, 1992	GOOFS

12
02 JAN 15 PM 2 16 ARTICLES OF MERGER
OF

122533

CHRISTINA ... CLERK
BY *Opewell*
FLYNN ENTERPRISES, INC.
WITH AND INTO
FLYNN ENTERPRISES INTERIM, LLC

RECORDED IN BOOK 21 0630

0527740.06

John Y. Brown III
Secretary of State
Received and Filed
12/27/2001 02:43 PM

Fee Receipt: \$50.00
Perrine - LAOM

Pursuant to the provisions of KRS 271B.11-080 and 275.360, the undersigned entities ("Constituent Entities") hereby adopt the following Articles of Merger for the purpose of merging Flynn Enterprises, Inc., a Kentucky corporation ("Corporation"), with and into Flynn Enterprises Interim, LLC, a Kentucky limited liability company ("Company"), which shall be the surviving entity in the Merger.

- FIRST:** The names of each of the Constituent Entities are Flynn Enterprises, Inc. and Flynn Enterprises Interim, LLC. The Corporation and the Company are organized under the laws of the Commonwealth of Kentucky.
- SECOND:** The Agreement and Plan of Merger, duly authorized and approved by each of the Constituent Entities, is attached hereto as Exhibit A and is hereby incorporated by reference herein as a part of these Articles of Merger.
- THIRD:** The name of the surviving entity is Flynn Enterprises Interim, LLC (whose name will change effective upon filing of these Articles of Merger to Flynn Enterprises, LLC).
- FOURTH:** The Agreement and Plan of Merger was duly authorized and approved by each of the Constituent Entities in accordance with the laws of the Commonwealth of Kentucky.

Dated: December 27, 2001.

MS BK 75 PG 331

FLYNN ENTERPRISES, INC.

By: *Katherine N. Flynn*
KATHERINE N. FLYNN, Secretary and Treasurer

FLYNN ENTERPRISES INTERIM, LLC

By: *Katherine N. Flynn*
KATHERINE N. FLYNN, Manager

Delivered to *Greensboro*
1/28 20 02 *Dealt McDonald LLC*

The foregoing instrument
was prepared by:

Emily M. Dorisio

Emily M Dorisio, Esq.
Greenebaum Doll & McDonald PLLC
333 West Vine Street, Suite 1400
Lexington, Kentucky 40507
(859) 231-8500

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LEX-577033.1

EXHIBIT A

MS BK 75 PG 333

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is entered into and effective as of the 26th day of December, 2001, by and between (i) FLYNN ENTERPRISES, INC., a Kentucky corporation ("Corporation"), and (ii) FLYNN ENTERPRISES INTERIM, LLC, a Kentucky limited liability company ("Company").

1. MERGER.

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1.1 Merger of the Corporation With and Into the Company. Subject to the terms and conditions of this Agreement, the Corporation shall be merged with and into the Company ("Merger"), effective upon the filing of Articles of Merger with the Secretary of State of Kentucky ("Effective Time"). The separate existence of the Corporation as a corporation shall thereupon cease; the Company shall be the surviving entity and the separate existence of the Company as a limited liability company, with all its purposes, objects, rights, privileges, powers, franchises and interests, shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of, and with the effect provided in, the laws of the Commonwealth of Kentucky.

1.2 Effect of Merger. At and after the Effective Time:

(a) The Company shall possess all of the respective rights, privileges, powers, franchises and interests of the Corporation in and to every type of property (real, personal and mixed), and choses in action, all of which shall be transferred to, and vested in, the Company by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal or administrative, pending by or against the Corporation may be continued as if the Merger did not occur, or the Company may be substituted in the proceeding for the Corporation in such action or proceeding.

(b) The Company shall be liable for all liabilities of the Corporation, and all debts, liabilities, obligations and contracts of the Corporation, whether matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on the balance sheet, books of account or records of the Corporation, shall be those of the Company and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of the Corporation shall be preserved unimpaired.

1.3 Additional Actions. If, at any time after the Effective Time, the Company shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm of record or otherwise, in the Company its right, title or interest in, to or under any of the rights, properties or assets of the Corporation acquired or to be acquired by the Company as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, the Corporation and the proper officers and directors of the Corporation shall be deemed to have granted to the Company an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments and assurances in law, (b) do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or

assets in the Company and (c) otherwise carry out the purposes of this Agreement. The President of the Company is fully authorized in the name of the Corporation or otherwise to take any and all such actions.

2. CONVERSION OF STOCK INTERESTS.

MS BK 75 PG 334

2.1 Conversion of Company Interests. At the Effective Time:

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(a) Each share of Class A common stock of the Corporation, no par value per share ("Class A Common Stock"), outstanding immediately prior to the Effective Time shall, *ipso facto* and without any action on the part of the holder thereof, become and be converted into one Unit of the Company.

(b) Each share of Class B common stock of the Corporation, no par value per share ("Class B Common Stock"), outstanding immediately prior to the Effective Time shall, *ipso facto* and without any action on the part of the holder thereof, become and be converted into one Unit of the Company.

(c) Each share of Class C common stock of the Corporation, no par value per share ("Class C Common Stock"), outstanding immediately prior to the Effective Time shall, *ipso facto* and without any action on the part of the holder thereof, become and be converted into one Unit of the Company.

(d) Each interest in the Company held immediately prior to the Effective Time by a Member of the Company shall be canceled and no consideration issued in respect thereof.

3. EXCHANGE OF STOCK. As soon as practicable after the Effective Time, and upon surrender to the Company of any certificate which prior to the Effective Time shall have represented any shares of Class A Common Stock, Class B Common Stock or Class C Common Stock (collectively, "Common Stock"), the Company shall cause to be distributed to the person in whose name such certificate shall have been registered a certificate for the number of Units of the Company into which the shares of Common Stock previously represented by the surrendered certificate shall have been converted at the Effective Time. Until surrendered as contemplated by the preceding sentence, each certificate which immediately prior to the Effective Time shall have represented any shares of Common Stock shall be deemed at and after the Effective Time to represent only the right to receive the Units of the Company into which it shall have been converted.

4. AMENDMENT OF ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT.

4.1 Amendment of Articles of Organization. From and after the Effective Time, Article 1 of the Articles of Organization of the Company shall be amended in its entirety to read as follows:

"1. NAME. The name of the limited liability company is Flynn Enterprises, LLC."

4.2 *Amendment of Operating Agreement.* From and after the Effective Time, the Operating Agreement of the Company shall be the Operating Agreement of the surviving entity, except that Section 2.1 shall be amended in its entirety to read as follows:

"2.1 *Name.* The name of the Company is Flynn Enterprises, LLC."

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5. **CONDITION TO MERGER.** It shall be a condition to the consummation of the Merger that both the Corporation and the Company have determined that all consents which they require to be obtained from third parties shall have been obtained.

6. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

FLYNN ENTERPRISES, INC.

By: Katherine N. Flynn
KATHERINE N. FLYNN, Secretary and
Treasurer
("Corporation")

FLYNN ENTERPRISES INTERIM, LLC

By: Katherine N. Flynn
KATHERINE N. FLYNN, Manager
("Company")

LEX-577025.1

END OF
DOCUMENT