

10-03-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



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

Tab settings

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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): 8-6-03 LucasArts Entertainment Company LLC
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[ ] Corporation-State
[ ] Other Limited Liability Company
Additional name(s) of conveying party(ies) attached? [ ] Yes [ ] No

2. Name and address of receiving party(ies)
Name: Lucasfilm Entertainment Company Ltd.
Internal
Address:
Street Address: 5858 Lucas Valley Road
City: Nicasio State: CA Zip: 94947
[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[ ] Corporation-State California
[ ] 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: March 31, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/322507, and 76/402211
Additional number(s) attached [ ] Yes [ ] No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Carole F. Barrett
Internal Address: Howard Rice et alia
Street Address: Three Embarcadero Center
Seventh Floor
City: San Francisco State: CA Zip: 94111-4024

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41) \$ 65.00
[ ] Enclosed
[ ] Authorized to be charged to deposit account
8. Deposit account number:
Please charge any deficiency to 082792

DO NOT USE THIS SPACE

9. Signature
Rep'n. Ref: 10/02/2003 JJALLAH2 0011405000
DA#: 082792 Name/Number: 76322507
FC: 9204 \$85.00 CR

Carole F. Barrett
Name of Person Signing

Signature

July 18, 2003
Date

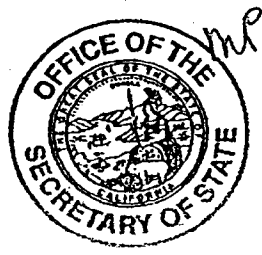
Total number of pages including cover sheet, attachments, and document: -7-

10/02/2003 JJALLAH2 00000023 76322507 all documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

TRADEMARK
REEL: 002837 FRAME: 0450



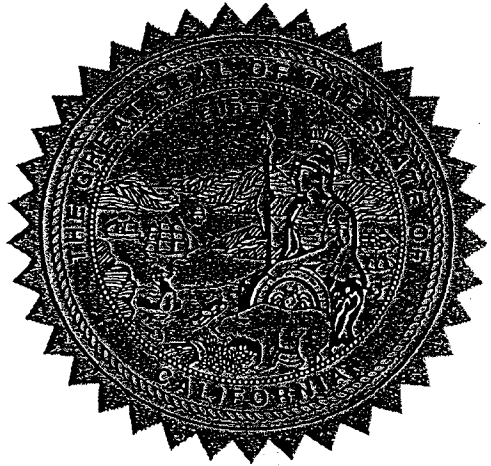
SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 6 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 29 2003



*Kevin Shelley*  
Secretary of State

MAY 14 2003

**AGREEMENT AND PLAN OF MERGER**

**KEVIN SHELLEY**  
Secretary of State

AGREEMENT AND PLAN OF MERGER, dated as of March 31, 2003 (this "Agreement"), between LucasArts Entertainment Company LLC, a Delaware limited liability company ("LucasArts"), and Lucasfilm Entertainment Company Ltd., a California corporation ("LECL").

**WITNESSETH:**

WHEREAS, LECL is the sole member of LucasArts;

WHEREAS, LECL desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of LucasArts by means of a merger of LucasArts with and into LECL;

WHEREAS, the Delaware Limited Liability Company Act, and the laws of the State of California authorize the merger of a Delaware limited liability company into a California corporation;

WHEREAS, LECL and LucasArts now desire to merge (the "Merger"), following which LECL shall be the surviving entity;

WHEREAS, LECL's Articles of Incorporation and Bylaws permit, and LECL's Board of Directors and sole shareholder have authorized and approved this Agreement and the consummation of the Merger; and

WHEREAS, LucasArts' Board of Directors and sole member have authorized and approved this Agreement and the consummation of the Merger.

NOW THEREFORE, the parties hereto agree as follows:

**ARTICLE I.**

**THE MERGER**

**SECTION 1.01. The Merger.**

(a) After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as LECL and LucasArts shall determine, LucasArts shall merge with LECL, which shall be the surviving entity, and shall file a certificate of merger (the "Certificate of Merger") with the Secretary of the State of California and make all other filings or recordings required by Delaware and California law in connection with the Merger. The Merger shall become effective at the time of filing the Certificate of Merger (the "Effective Time").

(b) At the Effective Time, LucasArts shall be merged with and into LECL, whereupon the separate existence of LucasArts shall cease, and LECL shall be the surviving entity of the Merger (the "Surviving Entity") in accordance with the Delaware Limited Liability Company Act and the laws of the State of California.

SECTION 1.02. Cancellation of Stock. At the Effective Time all of the shares of capital stock of LucasArts outstanding immediately prior to the Effective Time shall be canceled.

## ARTICLE II.

### THE SURVIVING ENTITY

SECTION 2.01. Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of LECL in effect at the Effective Time shall be the Articles of Incorporation and Bylaws of the Surviving Entity unless and until amended in accordance with its terms and applicable law.

SECTION 2.02. Directors and Officers. The individuals serving as directors and officers of LECL immediately prior to the Merger will serve as directors and officers of LECL upon the effectiveness of the Merger.

## ARTICLE III.

### TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

SECTION 3.01. Transfer, Conveyance and Assumption. At the Effective Time, LECL shall continue in existence as the Surviving Entity, and without further transfer, succeed to and possess all of the rights, privileges and powers of LucasArts, and all of the assets and property of whatever kind and character of LucasArts shall vest in LECL without further act or deed; thereafter LECL, as the Surviving Entity, shall be liable for all of the liabilities and obligations of LucasArts, and any claim or judgment against LucasArts may be enforced against LECL, as the Surviving Entity, in accordance with applicable California and Delaware law.

SECTION 3.01. Further Assurances. If at any time LECL shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Entity the title to any property or right of LucasArts, or otherwise carry out the provisions hereof, the proper representatives of LucasArts as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Entity, and otherwise to carry out the provisions hereof.

## ARTICLE IV.

### TERMINATION

SECTION 4.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

- (i) by mutual written consent of the constituent entity;
- (ii) by either LECL or LucasArts if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining LECL or LucasArts from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 4.02. Effect of Termination. If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

## ARTICLE V.

### MISCELLANEOUS

SECTION 5.01. Amendments; No Waivers.

(a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by LucasArts and by LECL.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 5.02. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between LucasArts and LECL, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between LucasArts and LECL with respect to the subject matter hereof.

SECTION 5.03. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

**SECTION 5.04** Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California, without giving effect to principles of conflicts of law.

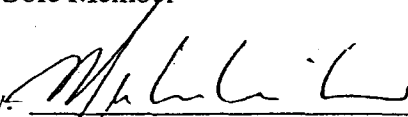
**SECTION 5.05** Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.


**SECTION 5.06.** Notices. All notices or communications in connection with this Agreement shall be in writing and shall be delivered to the applicable party at 3838 Lucas Valley Road, Nicasio, California 94946.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.


**LucasArts Entertainment Company LLC**

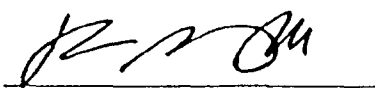
By: Lucasfilm Entertainment Company Ltd.  
as Sole Member

By:   
Name: Micheline Chau  
Title: President

By:   
Name: Tonik Barber  
Title: Assistant Secretary

**Lucasfilm Entertainment Company Ltd.**

By:   
Name: Micheline Chau  
Title: President

By:   
Name: Tonik Barber  
Title: Assistant Secretary

**LUCASFILM ENTERTAINMENT COMPANY LTD.**

**OFFICERS' CERTIFICATE**

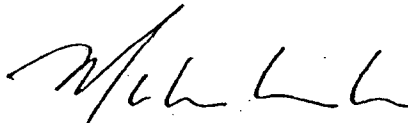
The undersigned, Micheline Chau and Tonik Barber hereby certify that:


1. They are the President and Assistant Secretary, respectively, of Lucasfilm Entertainment Company Ltd., a California corporation (the "Company").
2. The principal terms of the Agreement and Plan of Merger in the form attached hereto (the "Agreement") providing for the merger of LucasArts Entertainment Company, LLC, a Delaware limited liability company, with and into the Company (the "Merger"), were duly approved by the Board of Directors and shareholders of the Company.
3. The authorized capital stock of the Company consists of 10,000,000 shares of Class A Common Stock, 5,000,000 shares of Class B Common Stock and 10,000,000 shares of Series A Preferred Stock, of which 10,000,000 shares of Series A Preferred Stock were issued and outstanding and entitled to vote upon the Merger. The votes of more than 50% of the outstanding shares of the Company's Preferred Stock were required to approve the Merger and the principal terms of the Agreement.
4. The principal terms of the Agreement and Plan of Merger were approved by the consent of the Company's shareholders holding 100% of the Company's issued and outstanding shares, which vote exceeded the vote required.

\*\*\*\*\*

Each of the undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of his own knowledge.

Date: March 31, 2003

By:   
Name: Micheline Chau  
Title: President

By:   
Name: Tonik Barber  
Title: Assistant Secretary



**State of California**  
**Kevin Shelley**  
**Secretary of State**

**OTHER BUSINESS ENTITY**  
**CERTIFICATE OF MERGER**

(Corporations Code Sections 1113(g)(1) and (2), 6019.1, 8019.1 and 12540.1)

Filing Fee – Please see instructions.

**IMPORTANT – Read instructions before completing this form.**

This Space For Filing Use Only

1. Name of surviving entity: Lucasfilm Entertainment Company Ltd.	2. Type of entity: Corporation	3. Secretary of State File Number: C1511029	4. Jurisdiction: California
5. Name of disappearing entity: LucasArts Entertainment Company LLC	6. Type of entity: Limited Liability Co.	7. Secretary of State File Number: 199725410005	8. Jurisdiction: Delaware
9. Future effective date, if any:	Month	Day	Year

10. If a vote was required enter the outstanding interests of each class entitled to vote on the merger and the percentage of vote required:

Surviving Entity		Disappearing Entity	
Each class entitled to vote	Percentage of vote required	Each class entitled to vote	Percentage of vote required
Series A Preferred Stock 10,000,000 shares issued and outstanding	greater than 50%	100% of the Membership Units	greater than 50%

11. The principal terms of the agreement of merger were approved by a vote of the number of interests or shares of each class that equaled or exceeded the vote required.

12. If equity securities of a parent party are to be issued in the merger:

No vote of the shareholders of the parent party was required.  The required vote of the shareholders of the parent party was obtained.

SECTION 13 IS ONLY APPLICABLE IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, DOMESTIC LIMITED PARTNERSHIP OR PARTNERSHIP.

13. Requisite changes to the information set forth in the Articles of Organization, Certificate of Limited Partnership or Statement of Partnership Authority of the surviving limited liability company, limited partnership or partnership resulting from the merger. Attach additional pages, if necessary.

SECTION 14 IS APPLICABLE IF THE SURVIVING ENTITY IS AN OTHER BUSINESS ENTITY.

14. Principal business address of the surviving other business entity:

Address:

City: State: Zip:

15. Other information required to be stated in the Certificate of Merger by the laws under which each constituent other business entity is organized. Attach additional pages if necessary.

16. Statutory or other basis under which each foreign other business entity is authorized to effect the merger:

Delaware Limited Liability Company Act, Section 18-209

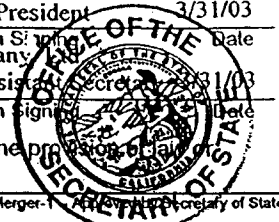
17. Number of pages attached, if any: 0

18. I certify that the statements contained in this document are true and correct of my own knowledge. I declare that I am the person who is executing this instrument, which execution is my act and deed.

	3/31/03
Signature of Authorized Person for the Surviving Entity	Date
	3/31/03
Signature of Authorized Person for the Surviving Entity	Date
	3/31/03
Signature of Authorized Person for the Disappearing Entity	Date
	3/31/03
Signature of Authorized Person for the Disappearing Entity	Date

Micheline Chau, President	3/31/03
Type or Print Name and Title of Person Signing	Date
Tonik Barber, Assistant Secretary	3/31/03
Type or Print Name and Title of Person Signing	Date
By Lucasfilm Entertainment Company Ltd., its Sole Member, Micheline Chau, President	3/31/03
Type or Print Name and Title of Person Signing	Date
By Lucasfilm Entertainment Company Ltd., its Sole Member, Tonik Barber, Assistant Secretary	3/31/03
Type or Print Name and Title of Person Signing	Date

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the principal office address and other basis for the authority of the person signing.





**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Mark: RTX RED ROCK  
 International Class: 09  
 Serial Number: 76402211  
 Applicant Name: LucasArts Entertainment Company LLC  
 Current Owner: Lucasfilm Entertainment Company Ltd.

Notice of Allowance issued 2/11/2003

Certified Mail Label No.

Date of Deposit:

2003

I hereby certify that this paper or fee is being deposited with the United States Postal Service, "Certified First Class Mail-Post Office to Addressee." under 37 CFR §1.80 on the date indicated above and is addressed to the Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3514.

CAROLE F. BARRETT  
 Name of Person Mailing Paper/Fee

  
 Signature of Person Mailing Paper/Fee

**REQUEST FOR EXTENSION OF TIME TO FILE STATEMENT OF USE UNDER SECTION 2.89**

Applicant requests a six-month extension of time to file the Statement of Use under 37 C.F.R. with respect to the above-identified Application. Applicant has a continued bona fide intention to use the mark in commerce in connection with all of the goods/services listed in the Notice of Allowance. Applicant LucasArts Entertainment Company LLC has merged with Lucasfilm Entertainment Company Ltd. Applicant has filed a request to record the merger of Lucas Licensing Ltd. and Lucasfilm Entertainment Company Ltd. with the Assignment Branch of the United States Patent and Trademark Office. A copy of the request to record the merger is submitted herewith.

Applicant has not made use of the mark in commerce on all of the goods/services specified in the Notice of Allowance; however, Applicant's on-going efforts to make use of the mark in commerce on or in connection with each of the goods/services listed in the Notice of Allowance include, without limitation, research and development, and market research.

The undersigned, an individual citizen of the United States of America, is hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the Application or any resulting registration, declares that the undersigned is properly authorized to execute this Request for Extension of Time to File a Statement of Use on behalf of Applicant; that the undersigned believes Applicant to be entitled to use the mark sought to be registered; and that all statements made of the undersigned's own knowledge are true and all statements made on information and belief are believed to be true.

Applicant also revokes any and all previous Powers of Attorney, and appoints Carole F. Barrett, a member of the bar of the State of California and of the State of New York, and all other attorneys of the law firm of Howard, Rice, Nemerovski, Canady, Falk & Rabkin, PC, Three Embarcadero Center, Seventh Floor, San Francisco, California, 94111 (415.434.1600), as its attorneys herein, with full power to transact all business in the United States Patent and Trademark Office and in the courts in connection herewith.

Extension Request No.: First

LUCASFILM ENTERTAINMENT COMPANY LTD.

Dated July 24, 2003

  
 By: Seth J. Steinberg