

2-13-06

TRANSMITTAL OF TR.



To the Director, U.S. Patent and Trademark Office

ments or copy thereof.

1. Name of conveying party(ies):
Mervin Kurtzman, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 15, 1999

103180369

2. Name and address of receiving party(ies):

Name: American Fashion, Inc.

Street Address: 17822 Gillette Avenue # B

City: Irvine State CA ZIP 92614

- 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
(Designation 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)

879,522
1,446,578
1,499,660
1,506,015
2,316,981
2,347,289

Additional numbers attached? Yes No

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

Name: Fitzpatrick, Cella, Harper & Scinto

30 Rockefeller Plaza

New York, New York 10112-3800

Telephone No.: (212) 218-2100

Facsimile No.: (212) 218-2200

6. Number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): . . . \$165

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number

02/16/2006 LHWELLER 00000014 079522
(Attach duplicate copy of this page if paying by deposit account):

DO NOT USE THIS SPACE

01 FC:0521
02 FC:0522

48.00 OP
125.00 OP

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.

John W. Behringer

Name of Person Signing

John W. Behringer
Signature

February 13, 2006

Date

Total number of pages including cover sheet, attachments, and documents: 6

MAR 16 2000

AGREEMENT OF MERGER

BILL JONES, Secretary of State

THIS AGREEMENT OF MERGER (the "Agreement") is made and entered into as of October 15, 1999 by AMERICAN FASHION, INC. ("AFI"), a California corporation, and MERVIN KURTZMAN, INC. ("MKI"), a California corporation, the constituent corporations in this merger, with reference to the following facts:

RECITALS

A. AFI has an authorized capital stock consisting of 10,000 shares of Common Stock, of which 680 shares are issued and outstanding as of the date hereof, and all of which are issued to and owned by The Steven A. Kurtzman Trust No. 1 ("the Trust").

B. MKI has an authorized capital stock consisting of 10,000 shares of Common Stock, of which 5,950 shares are issued and outstanding as of the date hereof, and all of which are also issued to and owned by the Trust.

C. The Board of Directors of AFI and the Board of Directors of MKI both deem it advisable and in the best interest of each of said constituent corporations and their respective Sole Shareholders that MKI be merged with and into AFI (the "Merger") in accordance with the provisions of the Corporations Code of the State of California (the "Code"), with MKI being the disappearing corporation and AFI being the surviving corporation.

D. This Agreement has been submitted for consideration and vote to the Sole Shareholder of AFI and the Sole Shareholder of MKI as required by the Code, and the Agreement has been adopted by the requisite vote of the Shareholders of each constituent corporation.

E. AFI and MKI desire to effectuate the Merger pursuant to a plan of reorganization in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

AGREEMENT

NOW, THEREFORE, in reliance upon the foregoing recital of facts, and for and in consideration of the mutual promises and covenants herein made, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, AFI and MKI hereby agree, subject to the approval of their respective Sole Shareholders in accordance with the Code, that MKI be merged, pursuant to the Code, with and into AFI, with MKI being the disappearing corporation and AFI being the surviving corporation, and they do each hereby agree, prescribe and set forth the terms and conditions of the Merger, and the mode of carrying the same into effect and the manner and basis of converting the shares of MKI as follows:

1. Statement of Merger

AFI and MKI agree that on and as of the Effective Date of the Merger (as defined in Article 4 hereof), AFI and MKI shall be merged into a single corporation, to wit, AFI, and that the terms and conditions of the Merger are as stated in this Agreement. On the Effective Date of the Merger:

1.1 the separate existence of MKI shall cease, and the corporate existence and identity of AFI shall continue as the surviving corporation;

1.2 AFI shall have all the rights, powers, privileges, amenities and franchises, and shall be subject to all the duties, obligations and liabilities, of a corporation organized and existing under the Code;

1.3 AFI shall thereupon and thereafter possess all the rights, powers, privileges, amenities and franchises, of a public as well as of a private nature, of each of the constituent corporations to the Merger; and all property, whether real, personal or mixed, and all debts, duties, obligations and liabilities due on whatever account or however arising, and all and every other interest of or belonging to or due to each of the constituent corporations, shall be taken by and be deemed to be assigned and transferred to, assumed by, and vested in AFI, without any further act or deed; and

1.4 AFI shall thenceforth be responsible and liable for all debts, duties, obligations and liabilities of each of the constituent corporations, and any claim existing or action pending by or against either of the constituent corporations may be prosecuted as if the Merger had not taken place, or AFI may be substituted in its place. Neither the rights of creditors nor liens upon the property of either of the constituent corporations shall be impaired or otherwise affected by the Merger.

2. Articles, Bylaws, Directors and Officers

The Articles of Incorporation of AFI in effect on the Effective Date of the Merger shall continue in full force and effect until altered or amended as provided by this Agreement, the Bylaws of AFI, or otherwise in accordance with the Code. The Bylaws of AFI shall not be altered by this Agreement, nor shall the Board of Directors or Officers of AFI be altered by this Agreement.

3. Manner of Converting Shares

The shares of the capital stock of AFI that are issued and outstanding on the Effective Date of the Merger shall not be cancelled, but shall remain issued and outstanding. All shares of the capital stock of MKI that are issued and outstanding on the Effective Date shall be presented for cancellation, and duly cancelled, and no shares of AFI shall be issued in exchange for or against the cancellation of the shares of MKI.

4. Effectiveness of the Merger

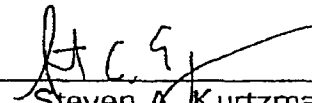
4.1 This Agreement shall, upon execution, be submitted for filing to the Secretary of State of California, together with an officers' certificate of each of AFI and MKI stating the total number of issued and outstanding shares of stock entitled to vote on the Merger, and further stating that the principal terms of this Agreement were approved by the Board of Directors of each of AFI and MKI and by the Shareholders of each of AFI and MKI by a vote of a number of shares of stock of each of AFI and MKI that equaled or exceeded the vote required. The Merger shall become effective on the date (the "Effective Date") of such filing.

4.2 MKI shall from time to time, as and when requested by AFI, execute and deliver all such documents and instruments and take all such other actions as may be necessary or desirable in AFI's sole and absolute discretion to evidence or carry out and consummate the Merger and effectuate the purposes and intent of this Agreement.

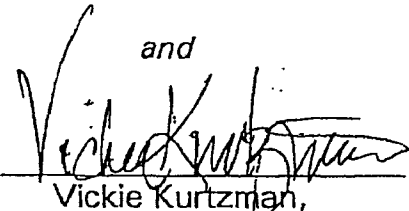
5. Signatures

IN WITNESS WHEREOF, AFI and MKI, as duly authorized by their respective Boards of Directors, have caused this Agreement to be executed and delivered as of the date first set forth above.

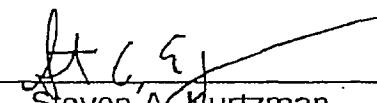
AMERICAN FASHION, INC.,
a California corporation

By: 
Steven A. Kurtzman,
President

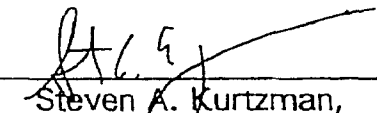
and

By: 
Vickie Kurtzman,
Secretary

MERVIN KURTZMAN, INC.,
a California corporation

By: 
Steven A. Kurtzman,
President

and

By: 
Steven A. Kurtzman,
Secretary

AMERICAN FASHION, INC.
a California corporation

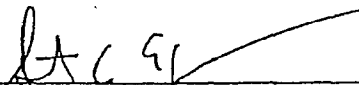
CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

The undersigned, Steven A. Kurtzman and Vickie Kurtzman, hereby certify that:

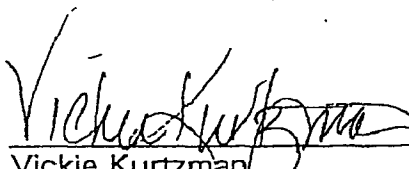
1. They are the President and Secretary, respectively, of American Fashion, Inc., a California corporation (the "Corporation").
2. The Agreement of Merger in the form attached hereto was duly approved by both the Board of Directors and the Shareholders of the Corporation.
3. The Shareholder approval was by the holders of 100% of the issued and outstanding shares of the Corporation.
4. There is only one class of shares of the Corporation and the number of issued and outstanding shares of such class is 680.

We further declare 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 our own knowledge.

DATED: October 15, 1999



Steven A. Kurtzman,
President of
American Fashion, Inc.



Vickie Kurtzman,
Secretary of
American Fashion, Inc.

MERVIN KURTZMAN, INC.
a California corporation

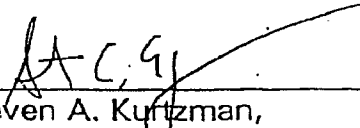
CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

The undersigned, Steven A. Kurtzman, hereby certifies that:

1. He is the President and Secretary of Mervin Kurtzman, Inc., a California corporation (the "Corporation").
2. The Agreement of Merger in the form attached hereto was duly approved by both the Board of Directors and the Shareholders of the Corporation.
3. The Shareholder approval was by the holders of 100% of the issued and outstanding shares of the Corporation.
4. There is only one class of shares of the Corporation and the number of issued and outstanding shares of such class is 5,950.

I further declare 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 my own knowledge.

DATED: October 15, 1999



Steven A. Kurtzman,
President and Secretary of
Mervin Kurtzman, Inc.

