

09-21-2006



103310718

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

its or the new address(es) below.

1. Name of conveying party(ies):

SUPERFEET, L.L.C.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 12/01/2002

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SUPERFEET WORLDWIDE, L.L.P.

Internal Address: _____

Address: _____

Street Address: 1419 Whitehorn Street

City: Ferndale

State: Washington

Country: U.S.A. Zip: 98248

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Limited Liability Company

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Todd N. Hathaway 32.991

Internal Address: _____

Street Address: 119 N. Commercial St. #620

City: Bellingham

State: Washington Zip: 98225

Phone Number: 360-647-1976

Fax Number: 360-647-4530

Email Address: _____

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 415.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed (charge any discrepancies to Deposit Acct NO. 08-1254)

8. Payment Information:

- a. Credit Card Last 4 Numbers _____ Expiration Date _____
- b. Deposit Account Number _____
- Authorized User Name _____

9. Signature:

Signature

13 September 2006

Date

Todd N. Hathaway

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

09/20/2006 DEPT. OF COMMERCE

01 FC:8521
02 FC:8522

U.S. Trademark Registrations for Recordation

<u>Docket No.</u>	<u>Mark</u>	<u>Reg. No.</u>
T9155 -	COMFORT RX	- 2,543,465
T4159 -	CUSTOM RX	- 1,658,118
T2013 -	DRESSFIT	- 2,877,857
T4026 -	ENERGIZER	- 2,174,106
T4168 -	INSHOE SYSTEMS	- 1,624,450
T4180 -	PROFESSIONAL RX	- 1,544,302
T4188 -	SLIM RX	- 1,678,376
T4196 -	STANDARD RX	- 1,551,798
T4200 -	SUPERFEET	- 1,430,999
T4204 -	SUPERFEET & design	- 1,031,350
T4214 -	SUPERFEET ENERGIZER	- 1,543,393
T4064 -	SUPERfeet (stylized)	- 1,901,654
T4216 -	SUPERFIT	- 1,105,948
T4067 -	SUPERFIT & design	- 1,943,509
T4219 -	SUPERFOOT & design	- 1,263,681
T4065 -	TRIM TO FIT	- 1,904,304

ARTICLES OF MERGER

Pursuant to RCW 25.05.380, the surviving limited liability partnership, SUPERFEET WORLDWIDE, L.L.P., in the merger between the SUPERFEET WORLDWIDE, L.L.P. and SUPERFEET, L.L.C., has set forth the following:

1. The "Agreement and Plan of Merger Between SUPERFEET WORLDWIDE, L.L.P., and SUPERFEET, L.L.C.", is attached hereto as Exhibit "A";
2. All of the Members of the SUPERFEET WORLDWIDE, L.L.P. have agreed to this merger as is evidenced by their signatures on the attached Exhibit "A"; and
3. All of the Members of SUPERFEET, L.L.C. have duly approved this merger as is evidenced by their signatures on the attached Exhibit "A."
4. Both parties have complied with the requirements of RCW 25.05.370, 25.05.375, 25.05.380, 25.15.395, 25.15.400 and 25.15.405.

DATED this 1 day of December, 2002.

SUPERFEET WORLDWIDE, L.L.P.


SCOTT I. DOHNER, Managing Partner

WELLS FARGO BANK, N.A. MEMBER FDIC

ARTICLES OF MERGER.

**AGREEMENT AND PLAN OF MERGER
BETWEEN
SUPERFEET WORLDWIDE, L.L.P.
AND
SUPERFEET, L.L.C.**

This Agreement made and entered into this 1st day of December, 2002, between SUPERFEET WORLDWIDE, L.L.P., a Washington limited liability partnership, and SUPERFEET, L.L.C., a Washington limited liability company.

RECITALS

- A. SUPERFEET WORLDWIDE, L.L.P., and SUPERFEET, L.L.C. are owned by the same owners, DENNIS N. BROWN, SCOTT I. DOHNER, CHRISTOPHER E. SMITH, RANDAL J. CURRAN and GERRIT BYEMAN, and in the same proportions; and
- B. SUPERFEET, L.L.C. has resolved to merge into the SUPERFEET WORLDWIDE, L.L.P. pursuant to RCW Section 25.15.395 and 25.05.370; and
- C. SUPERFEET WORLDWIDE, L.L.P. has resolved to merge with SUPERFEET, L.L.C.

AGREEMENT

The Parties agree as follows:

1. Name of Merging Entities. The entities participating in this merger are SUPERFEET WORLDWIDE, L.L.P. and SUPERFEET, L.L.C.
2. Name of Surviving Entity. The surviving entity shall be SUPERFEET WORLDWIDE, L.L.P. and shall be governed by its existing Operating Agreement which has been signed by all Partners. SUPERFEET, L.L.C. shall terminate.

3. Approval by SUPERFEET, L.L.C. Pursuant to RCW 25.15.400, all the members of SUPERFEET, L.L.C. have executed this Agreement signifying their approval of this merger. The members of SUPERFEET, L.L.C. are DENNIS N. BROWN, SCOTT I. DOHNER, CHRISTOPHER E. SMITH, RANDAL J. CURRAN and GERRIT BYEMAN.

4. Approval by SUPERFEET WORLDWIDE, L.L.P. Pursuant to RCW 25.05.375, all of the Partners of SUPERFEET WORLDWIDE, L.L.P. have executed this Agreement signifying their approval of this merger. The Partners of SUPERFEET WORLDWIDE, L.L.P. are DENNIS N. BROWN, SCOTT I. DOHNER, CHRISTOPHER E. SMITH, RANDAL J. CURRAN and GERRIT BYEMAN.

5. Terms and Conditions of Merger. In order to consolidate two entities held by the same owners in the same proportion, SUPERFEET, L.L.C. will assign all of its assets and delegate all of its duties and liabilities to SUPERFEET WORLDWIDE, L.L.P. After the merger, the same owners will own the same proportion of all of the properties as before, but as one entity, SUPERFEET WORLDWIDE, L.L.P.

6. Manner of conversion. All assets of the SUPERFEET, L.L.C. shall be assigned to SUPERFEET WORLDWIDE, L.L.P.

7. Further Instruments. Each party shall execute and deliver such further instruments as may be reasonably requested by any other party to carry out the purpose and intent of this Agreement.

8. Closing. The transfers contemplated by this Agreement shall take place at the principal office of the Corporation within a reasonable time.

DATE: Effective December 1, 2002.

SUPERFEET WORLDWIDE, L.L.P.

SUPERFEET, L.L.C.

Dennis N. Brown

Dennis N. Brown

DENNIS N. BROWN, Partner, President
SUPERFEET IN-SHOE SYSTEMS, INC.

DENNIS N. BROWN, Member, President
SUPERFEET IN-SHOE SYSTEMS, INC.

Scott I. Dohner
SCOTT I. DOHNER, Partner

Scott I. Dohner
SCOTT I. DOHNER, Member

Christopher E. Smith
CHRISTOPHER E. SMITH, Partner

Christopher E. Smith
CHRISTOPHER E. SMITH, Member

Randal I. Curran
RANDAL I. CURRAN, Partner

Randal I. Curran
RANDAL I. CURRAN, Member

Gerrit Byeman
GERRIT BYEMAN, Partner

Gerrit Byeman
GERRIT BYEMAN, Member

RECORDED AND INDEXED BY SUPERFEET