

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/12/2006		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Platypus Wear, Incorporated		06/12/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Platypus Wear, Inc.		
Street Address:	701 N. Green Valley Parkway, Suite 200		
City:	Henderson		
State/Country:	NEVADA		
Postal Code:	89074		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3248884	BAD GIRL & COMPANY	
CORRESPONDENCE DATA			
Fax Number:	(303)629-3450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-629-3400		
Email:	zemanick.stephen@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	370 Seventeenth Street, Suite 4700		
Address Line 2:	Stephen A. Zemanick		
Address Line 4:	Denver, COLORADO 80202-5647		
ATTORNEY DOCKET NUMBER:	69310US ~ 477996-455		
NAME OF SUBMITTER:	Stephen A. Zemanick		
Signature:	/SAZ 2222/		

CH \$40.00 3248884

Date:

09/26/2007

Total Attachments: 8

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**AGREEMENT AND PLAN OF MERGER
OF PLATYPUS WEAR, INC.
A NEVADA CORPORATION,
AND PLATYPUS WEAR, INCORPORATED,
A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of June 12, 2006 (the "Agreement") is between PLATYPUS WEAR, INC., a Nevada corporation ("Platypus Nevada"), and PLATYPUS WEAR, INCORPORATED, A CALIFORNIA CORPORATION ("Platypus California"). Platypus Nevada and Platypus California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. Platypus Nevada is a corporation duly organized and existing under the laws of the State of Nevada and has an authorized capital of 500,000 shares, no par value, of which 300,000 shares are designated "Common Stock," 100,000 shares are designated "Non-Voting Common Stock" and 100,000 shares are designated "Preferred Stock." As of June 12, 2006, no shares of Common Stock, Non-Voting Stock, or Preferred Stock were issued and outstanding.

B. Platypus California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 1,000,000 shares, no par value, of "Common Stock" and 1,000,000 shares, no par value, of "Non-Voting Common Stock" and 1,000,000 shares, no par value, of "Preferred Stock." As of June 12, 2006, 184,125 shares of Common Stock were issued and outstanding, 61,375 shares of Non-Voting Common Stock were issued and outstanding and 84,170 shares of Preferred Stock were issued and outstanding. Of the 84,170 shares of Preferred Stock issues and outstanding, 39,170 shares were Series A and 45,000 were Series B.

C. The Board of Directors of Platypus California has determined that, for the purpose of effecting the reincorporating of Platypus California in the State of Nevada, it is advisable and in the best interests of Platypus California and its shareholders that Platypus California merge with and into Platypus Nevada upon the terms and conditions herein provided.

D. The respective Boards of Directors of Platypus Nevada and Platypus California have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective shareholders and executed by the undersigned officers.

E. For federal income tax purposes, it is intended that the Merger, as defined below, shall qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Platypus Nevada and Platypus California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I

MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Nevada Revised Statutes and the California General Corporation Law, Platypus California shall be merged with and into Platypus Nevada (the "Merger"), the separate existence of Platypus California shall cease and Platypus Nevada shall survive the Merger and shall continue to be governed by the laws of the State of Nevada, and Platypus Nevada shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Platypus Wear, Inc.

1.2 Filing and effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the Board of Directors and the shareholders, if applicable, of each Constituent Corporation in accordance with the requirements of the Nevada Revised Statutes and the California General Corporation Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(c) An executed Articles of Merger or an executed, acknowledged and certified counterpart of this Agreement meeting the requirements of the Nevada Revised Statutes shall have been filed with the Secretary of State of the State of Nevada.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Platypus California shall cease and Platypus Nevada (as the Surviving Corporation) (i) shall continue to possess all of its own assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Platypus California as authorized in Section 92A.250 of the Nevada Revised Statutes, (iii) shall be substituted for Platypus California in any proceeding or litigation to which Platypus California is a party, (iv) shall be subject to all actions previously taken by its own Board of Directors and Platypus California's Boards of Directors, (v) shall continue to be subject to all of its own debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (vi) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Platypus California in the same

manner as if Platypus Nevada had itself incurred them, all as more fully provided under the applicable provisions of the Nevada Revised Statutes and the California General Corporation Law.

II

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Articles of Incorporation. The Articles of Incorporation of Platypus Nevada as in effect immediately prior to the Effective Date of the Merger, a copy of which is attached hereto as Appendix A, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 By-laws. The By-laws of Platypus Nevada as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the By-laws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of Platypus California immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their respective successors shall have been duly elected and qualified or until as otherwise provided by law, or the Certificate of Incorporation of the Surviving Corporation or the By-laws of the Surviving Corporation.

III

MANNER OF CONVERSION OF STOCK

3.1 Common Stock. Upon the Effective Date of the Merger, each share of Platypus California Common Stock, no par value, issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporation, the holder of such shares or any other person be changed and converted into and exchanged for one fully paid and nonassessable share of Common Stock, no par value, of the Surviving Corporation.

3.2 Non-Voting Common Stock. Upon the Effective Date of the Merger, each share of Platypus California Non-Voting Common Stock, no par value, issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporation, the holder of such shares or any other person be changed and converted into and exchanged for one fully paid and nonassessable share of Non-Voting Common Stock, no par value, of the Surviving Corporation.

3.3 Preferred Stock.

(a) Series A. Upon the Effective Date of the Merger, each share of Platypus California Preferred Stock, Series A, no par value, issued and outstanding immediately prior

thereto shall, by virtue of the Merger and without any action by the Constituent Corporation, the holder of such shares or any other person be changed and converted into and exchanged for one fully paid and nonassessable share of Preferred Stock, Series A, no par value, of the Surviving Corporation.

(b) Series B. Upon the Effective Date of the Merger, each share of Platypus California Preferred Stock, Series B, no par value, issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporation, the holder of such shares or any other person be changed and converted into and exchanged for one fully paid and nonassessable share of Preferred Stock, Series B, no par value, of the Surviving Corporation.

3.4 Platypus Nevada Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, no par value, of Platypus Nevada issued and outstanding, if any, immediately prior thereto shall, by virtue of the Merger and without any action by Platypus Nevada, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.5 Platypus Nevada Non-Voting Common Stock. Upon the Effective Date of the Merger, each share of Non-Voting Common Stock, no par value, of Platypus Nevada issued and outstanding, if any, immediately prior thereto shall, by virtue of the Merger and without any action by Platypus Nevada, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.6 Platypus Nevada Preferred Stock. Upon the Effective Date of the Merger, each share of Preferred Stock, no par value, of Platypus Nevada issued and outstanding, if any, immediately prior thereto shall, by virtue of the Merger and without any action by Platypus Nevada, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.7 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Platypus California stock shall surrender the same for cancellation, and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's stock into which such holders' shares of Platypus California were converted as herein provided. Unless and until so surrendered, each outstanding certificate therefore representing shares of Platypus California shall be deemed for all purposes to represent the number of whole shares of the Surviving Corporation's stock into which such shares of Platypus California were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation of any shares of stock represented by such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation, have and be entitled to exercise any voting rights, if applicable, and other rights with respect to

and to receive dividends and other distributions upon the shares of stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Platypus California so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of Platypus Nevada stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to Platypus Nevada any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Platypus Nevada that such tax has been paid or is not payable.

IV

GENERAL

4.1 Covenants of Platypus Nevada. Platypus Nevada covenants and agrees that it will:

(a) File with the Secretary of State of the State of California a certified copy of the Articles of Merger filed in Nevada or an originally executed counterpart of the Articles of Merger filed in Nevada, meeting the requirements of the California General Corporation Law and the Secretary of State of the State of California, within six (6) months after the effective date of the Merger in the State of Nevada;

(b) File any and all documents with the California Franchise Tax Board necessary for the assumption by Platypus Nevada of all of the franchise tax liabilities of Platypus California; and

(c) Take such other actions as may be required by the California General Corporation Law.

4.2 Further Assurances. From time to time, as and when required by Platypus Nevada or by its successors or assigns, there shall be executed and delivered on behalf of Platypus California such deeds and other instruments, and there shall be taken or caused to be taken by Platypus Nevada and Platypus California such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Platypus Nevada the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Platypus California and otherwise to carry out the purposes of this Agreement, and the officers and directors of Platypus Nevada are fully authorized in the

name and on behalf of Platypus California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Representations and Warranties of Platypus California. Platypus California hereby represents and warrants to Platypus Nevada as follows:

(a) Existence; Good Standing. Platypus California is duly incorporated, validly existing and in good standing under the laws of the State of California; and

(b) Authorization; Validity and Effect of Agreements. The execution, delivery, and performance of this Agreement and all agreements and documents contemplated hereby, have been duly authorized by its Board of Directors and its shareholders, as required by California law, and no other corporate proceedings on the part of Platypus California are necessary to authorize the execution, delivery, and/or performance of this Agreement by Platypus California, the Merger, or the other transactions contemplated herein.

4.4 Representations and Warranties of Platypus Nevada. Platypus Nevada hereby represents and warrants to Platypus California as follows:

(a) Existence; Good Standing. Platypus Nevada is duly incorporated, validly existing and in good standing under the laws of the State of Nevada; and

(b) Authorization; Validity and Effect of Agreements. The execution, delivery, and performance of this Agreement and all agreements and documents contemplated hereby, have been duly authorized under the laws of the State of Nevada, and no other corporate proceedings on the part of Platypus Nevada are necessary to authorize the execution, delivery, and/or performance of this Agreement by Platypus Nevada, the Merger, or the other transactions contemplated herein.

4.5 Abandonment. At any time before the filing of this Agreement or the Articles of Merger with the Secretary of State of the State of Nevada, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Platypus Nevada or Platypus California, or both, notwithstanding the approval of this Agreement by the shareholders of Platypus Nevada or Platypus California, or by both.

4.6 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or Articles of Merger in lieu thereof) with the Secretaries of State of the States of California and Nevada, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of shares or series thereof of such Constituent Corporation.

4.7 Registered Office. The registered office of the Surviving Corporation in the State of Nevada is located at 701 North Green Valley Parkway, Suite 200, Henderson, Nevada 89074, and Robin Offner is the registered agent of the Surviving Corporation at such address.

4.8 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 701 North Green Valley Parkway, Suite 200, Henderson, Nevada 89074, and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

4.9 Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been given on the date delivered, when delivered in person or sent by confirmed facsimile, or when received if given by Federal Express or other nationally recognized overnight courier service, or two (2) days following the postmark date, if mailed by registered or certified mail, return receipt requested, postage prepaid, to the applicable party.

4.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns. The parties and their respective affiliates make no representations or warranties to each other, except as contained herein, and any and all prior representations and statements made by any party or its representatives, whether verbally or in writing, are deemed to have been merged into this Agreement, it being intended that no such representations or statements shall survive the execution and delivery of this Agreement.

4.11 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Nevada and, so far as applicable, the merger provisions of the California General Corporation Law.

4.12 Severability. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

4.13 Binding Effect; Benefit. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, including, without limitation, third party beneficiary rights.

4.14 Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld).

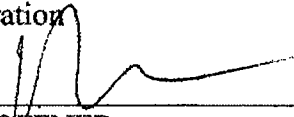
4.15 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

4.16 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of Platypus Nevada and Platypus California, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

PLATYPUS WEAR, INC.
a Nevada corporation

By:



ROBIN OFFNER
President


ATTEST:



ROBIN OFFNER, Secretary


PLATYPUS WEAR, INCORPORATED
a California corporation

By:



ROBIN OFFNER
President

ATTEST:



ROBIN OFFNER, Secretary