

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/01/2002

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lotus Designs, Inc.		04/22/2002	CORPORATION: NORTH CAROLINA

**RECEIVING PARTY DATA**

Name:	Lotus Designs, Inc.
Street Address:	259 West Santa Clara Street
City:	Ventura
State/Country:	CALIFORNIA
Postal Code:	93001
Entity Type:	CORPORATION: NEVADA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2653152	THE LOLA

**CORRESPONDENCE DATA**

Fax Number: (310)820-5988  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 310 207 3800  
 Email: tm\_filings@bstz.com  
 Correspondent Name: Lori N. Boatright  
 Address Line 1: 12400 Wilshire Boulevard, Seventh Floor  
 Address Line 2: Blakely Sokoloff Taylor & Zafman LLP  
 Address Line 4: Los Angeles, CALIFORNIA 90025

ATTORNEY DOCKET NUMBER:	069333.T107
NAME OF SUBMITTER:	Lori N. Boatright

Signature:	/Lori N. Boatright/
Date:	11/26/2007
<b>Total Attachments: 7</b> source=Lotus Designs, Inc 1#page1.tif source=Lotus Designs, Inc 2#page1.tif source=Lotus Designs, Inc 3#page1.tif source=Lotus Designs, Inc 4#page1.tif source=Lotus Designs, Inc 5#page1.tif source=Lotus Designs, Inc 6#page1.tif source=Lotus Designs, Inc NV Certificate#page1.tif	

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State of North Carolina  
Department of the Secretary of State

SOSID:  
Date Filed: 4/30/2002 8:33 AM  
Effective: 5/1/2002  
Elaine F. Marshall  
North Carolina Secretary of State

ARTICLES OF MERGER  
FOREIGN AND DOMESTIC BUSINESS CORPORATION

Pursuant to Sections 55-11-05 and 55-11-07 of the General Statutes of North Carolina, the undersigned corporation does hereby submit the following Articles of Merger as the surviving corporation in a merger between a domestic business corporation and one or more foreign business corporations.

1. The name of the surviving corporation is Lotus Designs, Inc.  
a corporation organized under the laws of Nevada; the name of the merged corporation is Lotus Designs, Inc., a corporation organized under the laws of North Carolina.
2. Attached is a copy of the Plan of Merger that was duly approved in the manner prescribed by law by each of the corporations participating in the merger. (See "Agreement to Merge" attached as Exhibit A.)
3. With respect to the surviving corporation (check either a or b, as applicable):  
a.  Shareholder approval was not required for the merger.  
b.  Shareholder approval was required for the merger and the plan of merger was approved by the shareholders as required by Chapter 55 of the North Carolina General Statutes.
4. With respect to the merged corporation (check either a or b, as applicable):  
a.  Shareholder approval was not required for the merger.  
b.  Shareholder approval was required for the merger, and the plan of merger was approved by the shareholders as required by Chapter 55 of the North Carolina General Statutes.
5. The merger is permitted by the law of the state or country of incorporation or organization of each foreign entity which is a party.
6. Each foreign entity which is a party has complied or shall comply with the applicable laws of its state or country of incorporation or organization.
7. (Complete only if applicable - see instructions.) The mailing address of the surviving foreign corporation is: 8550 White Fir Street, Reno, Nevada 89533-2050. The surviving foreign corporation will file a statement of any subsequent change in its mailing address with the North Carolina Secretary of State.
8. These articles will be effective upon filing, unless a delayed date and/or time is specified: May 1, 2002 at 12:00 a.m.

This is the 22 day of April, 2002.

Lotus Designs, Inc.

Name of Corporation

Michael

Signature

Michael Crooke, President

Type or Print Name and Title

CORPORATIONS DIVISION  
(Revised January, 2002)

P. O. BOX 29622

RALEIGH, NC 27626-0622

Form B-12

NC086 - 02/06/02 C T System Online

TRADEMARK  
REEL: 003666 FRAME: 0966

## EXHIBIT A

### AGREEMENT TO MERGE

Effective May 1, 2002 at 12:00 a.m., Lotus Designs, Inc., a North Carolina corporation ("Lotus Designs North Carolina"), and Lotus Designs, Inc., a Nevada corporation ("Lotus Designs Nevada"), agree that Lotus Designs North Carolina shall merge with and into Lotus Designs Nevada on the terms and conditions set forth in this Agreement. Both Lotus Designs North Carolina and Lotus Designs Nevada have their principal place of business at 8550 White Fir Street, Reno, Nevada 89533-2050.

#### ARTICLE 1

##### RECITALS

1.1 Corporate Status of Lotus Designs North Carolina. Lotus Designs North Carolina is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina.

1.2 Corporate Status of Lotus Designs Nevada. Lotus Designs Nevada is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada.

1.3 Surviving Corporation. Lotus Designs Nevada is to be the surviving corporation to the merger described in this Agreement.

#### ARTICLE 2

##### MERGER

2.1 Merger of Corporations. Lotus Designs North Carolina shall be merged into Lotus Designs Nevada under the laws of the State of Nevada. The purpose of the merger is solely to change the place of organization of Lotus Designs North Carolina from North Carolina to Nevada. The parties intend the merger to satisfy the requirements of Internal Revenue Code Section 368(a)(1)(F).

#### ARTICLE 3

##### TERMS AND CONDITIONS

3.1 Further Assignments or Assurances. If at any time the surviving corporation shall consider or be advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in the surviving corporation the title to any property or rights of Lotus Designs North Carolina, or otherwise carry out the provisions hereof, the proper officers and directors of Lotus

Designs North Carolina, as of the effective date of the merger, shall execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts proper to vest, perfect, and confirm title to the property or rights in the surviving corporation, and otherwise carry out the provisions of this Agreement.

3.2 Effective Date. The merger described in this Agreement shall be effective as of 12:00 a.m. on May 1, 2002.

#### ARTICLE 4

##### BASIS OF CONVERTING SHARES

###### 4.1 Basis.

4.1.1 At the effective date of the merger, each share of the common stock of the disappearing corporation (other than shares held by disappearing corporation as treasury shares) shall be converted into one-half (1/2) share of common stock with no par value of the surviving corporation.

4.1.2 Any shares of the disappearing corporation held by the disappearing corporation in its treasury on the effective date of the merger shall be surrendered to the surviving corporation for cancellation.

4.2 Exchange. Each holder of the shares of the disappearing corporation shall surrender his or her shares, properly endorsed, to the surviving corporation or its agent, and shall thereupon receive in exchange therefor a certificate or certificates representing the number of shares of the surviving corporation into which the shares of the disappearing corporation have been converted.

4.3 Shares of Survivor. The presently outstanding five hundred (500) shares of common stock, no par value, of Lotus Designs Nevada shall remain outstanding as common stock of the surviving corporation.

#### ARTICLE 5

##### DIRECTORS

5.1 Board of Survivor. The present Board of Directors of Lotus Designs Nevada shall continue to serve as the Board of Directors of the surviving corporation until the next annual meeting or until such time as their successors have been elected and qualified.

ARTICLE 6

ARTICLES OF INCORPORATION

6.1 Articles of Survivor. The articles of Lotus Designs Nevada, as existing on the effective date of the merger, shall continue in full force as the articles of the surviving corporation until altered, amended as provided therein, or as provided by law.

ARTICLE 7

BYLAWS

7.1 Bylaws of Survivor. The bylaws of Lotus Designs Nevada, as existing on the effective date of the merger, shall continue in full force as the bylaws of the surviving corporation until altered, amended, or repealed as provided therein or as provided by law.

ARTICLE 8

INTERPRETATION AND ENFORCEMENT

8.1 Notices. Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as set forth below:

8.1.1 In the case of Lotus Designs North Carolina, to the address below or to any other person or address as Lotus Designs North Carolina may from time to time furnish to Lotus Designs Nevada.

Lotus Designs, Inc.  
8550 White Fir Street  
Reno, Nevada 89533-2050  
Attn: Distribution Center Director

With a copy to:

Lost Arrow Corporation  
259 W. Santa Clara Street  
Ventura, CA 93001-2717  
Attn: Wendy Gerard, General Counsel

8.1.2 In the case of Lotus Designs Nevada, to the address below or to any other person or address as Lotus Designs North Carolina may from time to time furnish to Lotus Designs Nevada.

Lotus Designs, Inc.  
8550 White Fir Street  
Reno, Nevada 89533-2050  
Attn: Distribution Center Director

With a copy to:

Lost Arrow Corporation  
259 W. Santa Clara Street  
Ventura, CA 93001-2717  
Attn: Wendy Gerard, General Counsel

**8.2 Counterpart Executions.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

**8.3 Controlling Law.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Nevada.

**8.4 No Assignment.** Neither party may assign any of its rights or delegate any of its duties under this Agreement, without the prior written consent of the other party.

**8.5 Entire Agreement.** This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

**8.6 Severability of Agreement.** If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

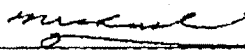
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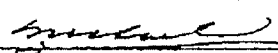
IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Date:

LOTUS DESIGNS, Inc., a North Carolina corporation

LOTUS DESIGNS, INC., a Nevada corporation

By:   
Name: Michael Crooke  
Title: President

By:   
Name: Michael Crooke  
Title: President



# SECRETARY OF STATE



## CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **LOTUS DESIGNS, INC.**, as a corporation duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since April 18, 2002, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Carson City, Nevada, on April 22, 2002.



*Dean Heller*

DEAN HELLER  
Secretary of State

By *Jean Brown*  
Certification Clerk