

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/04/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SwissLight, LLC		09/04/2007	LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	XOSKELETON, INC.
Street Address:	10462 Waterfowl Terrace
City:	Columbia
State/Country:	MARYLAND
Postal Code:	21044
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3319730	MR. JULY
Registration Number:	3105366	THE ULTIMATE ILLUMINATED WRISTWATCH
Registration Number:	3298790	MR. JULY
Serial Number:	78456596	SWISS ILLUMINATED LUXURY
Serial Number:	78385695	SWISSLIGHT
Serial Number:	77238352	XO
Serial Number:	77261545	XOSKELETON SUPERLATIVE
Serial Number:	77157458	OCEAN WARRIOR
Serial Number:	77157453	NIGHT WARRIOR
Serial Number:	77112205	WE OWN THE NIGHT
Serial Number:	77112203	BARRACUDA
Serial Number:	77221148	XOSKELETON INTERCONTINENTAL

OP \$390.00 3319730

Serial Number:	77165074	XO SKELETON
Serial Number:	77157462	DUBAI SUPERLATIVE
Registration Number:	2977855	UVW

CORRESPONDENCE DATA

Fax Number: (212)684-3999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212 684-3900
Email: efilings@grr.com
Correspondent Name: Donna Mirman Broome
Address Line 1: 270 Madison Avenue
Address Line 4: New York, NEW YORK 10016

NAME OF SUBMITTER:	Donna Mirman Broome
Signature:	/DMB/
Date:	12/11/2007

Total Attachments: 4
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ARTICLES OF MERGER

Between

XOSKELETON
(a Maryland corporation)

and

SWISSLIGHT
(a Maryland LLC)

XOSKELETON, a Maryland corporation (the "Surviving Corporation") and SWISSLIGHT, a Maryland Limited Liability Company ("SwissLight LLC"), hereby certify to the State Department of Assessments and Taxation of Maryland that:

FIRST: SWISSLIGHT LLC and the Surviving Corporation agree that SWISSLIGHT LLC shall be merged with and into the Surviving Corporation, which shall continue under the name of XOSKELETON. The names of the Corporation and company are included in the merger are as set forth above. The Surviving Corporation was incorporated under the general laws of the State of Maryland on August 31, 2007. SWISSLIGHT LLC was incorporated under the general laws of the State of Maryland on February 7, 2007.

SECOND: The principal office of the Surviving Corporation is located at 10462 Waterfowl Terrace, Columbia, Maryland, in Howard County. The principal office of SWISSLIGHT LLC is located at 10462 Waterfowl Terrace, Columbia, Maryland, in Howard County. Neither the Surviving Corporation, nor SWISSLIGHT LLC, owns any interest in land.

THIRD: The terms and conditions of the merger set forth in these Articles of Merger were advised, authorized, and approved by the Surviving Corporation in the manner and by the vote required by its Charter and the general laws of the State of Maryland. The manner in which the merger was approved is set forth below.

The terms and conditions of the merger set forth in these Articles of Merger were advised, authorized, and approved by SWISSLIGHT LLC in the manner and by the vote required by its Charter and the general laws of the State of Maryland. The manner in which the merger was approved is set forth below.

FOURTH: The merger was duly advised by the Board of Directors of the Surviving Corporation in the following manner. The Board of Directors of the Surviving Corporation adopted resolutions declaring that the merger of SWISSLIGHT LLC into the Surviving

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Corporation is advisable in the form and upon the terms and conditions set forth in these Articles of Merger, and directing that the proposed merger be submitted to the Stockholders and/or Partners for consideration and approval. The resolutions of the Board of Directors were adopted by a Consent of Sole Director signed by the sole Director of the Surviving Corporation in accordance with Section 2-408 of the Maryland General Corporation Law.

The merger was duly advised by the Board of Directors of SWISSLIGHT LLC in the following manner. The Board of Directors of SWISSLIGHT LLC adopted resolutions declaring that the merger of SWISSLIGHT LLC into the Surviving Corporation is advisable in the form and upon the terms and conditions set forth in these Articles of Merger, and directing that the proposed merger be submitted to the Partners for consideration and approval. The resolutions of the Board of Directors were adopted by a Consent of Directors signed by all of the Directors of SWISSLIGHT LLC in accordance with the Maryland Business Corporation Law.

FIFTH: The merger was duly approved by the sole Stockholder of the Surviving Corporation in the following manner. The sole Stockholder of the Surviving Corporation entitled to vote on the proposed merger approved the merger, in the form and upon the terms and conditions set forth in these Articles of Merger, by a Consent of Sole Stockholder signed in accordance with Section 2-505 of the Maryland General Corporation Law.

The merger was duly approved by the Partners of SWISSLIGHT LLC in the following manner. The Partners of SWISSLIGHT LLC approved the merger, in the form and upon the terms and conditions set forth in these Articles of Merger, by the affirmative vote of two thirds of all the votes entitled to be cast on the matter, at a duly called meeting of Partners.

SIXTH: The Surviving Corporation shall continue under its present Charter, and the present By-Laws, officers, and directors of the Surviving Corporation shall continue upon the effectiveness of the merger.

SEVENTH: The total number of shares of stock which each, either the Corporation or LLC, party to these Articles of Merger has authority to issue, the par value of the shares of each class, and the aggregate par value of those shares of stock, are as follows:

- (a) The Surviving Corporation has authorized two (2) classes of capital stock, consisting of Eight Million (8,000,000) shares of Common Stock and Two Million (2,000,000) shares of Preferred Stock. Each share of Common Stock and Preferred Stock has a par value of \$0.01, for an aggregate par value of One Hundred Thousand dollars (\$100,000) for all shares.

(b) SWISSLIGHT LLC did not issue stock and has no par value.

EIGHTH: The total number of shares of stock which either the Corporation and/or LLC party to these Articles of Merger has issued and outstanding, and the entitlement to vote of the shares of each class, are as follows:

(a) The Surviving Corporation has issued and outstanding two (2) classes of capital stock consisting of one (1) share of Common Stock and one (1) share of Preferred Stock both with a par value of \$0.01. Each share of Common Stock shall entitle the holder thereof to one (1) vote on the merger. Each share of Preferred Stock shall entitle the holder thereof to one (1) vote on the merger.

(b) SWISSLIGHT LLC has no issued or outstanding stock and stock has no par value. Each Partner(s) percentage of ownership shall entitle the holder thereof to ten-thousand (10,000) shares of Preferred Stock for each percentage point and said Partner shall be entitled to one (1) vote on the merger in accordance with their percentage of the Partnership in the LLC. One (1) percent shall be equal to ten-thousand (10,000) shares of Preferred Stock. One (1) percentage point shall be equal to one (1) vote.

NINTH: At and as of the effective time of the merger, each Partner and their percentage of ownership of SWISSLIGHT LLC held by the Partners shall be surrendered and canceled. The Partners of SWISSLIGHT LLC shall receive, in exchange for each percentage point of ownership of SWISSLIGHT LLC so surrendered and canceled Ten Thousand (10,000) shares of the Preferred Stock of the Surviving Corporation. The one (1) share of Common Stock of the Surviving Corporation issued and outstanding prior to the effective time of the merger shall be surrendered and canceled.


TENTH: The effective time of the merger shall be the date on which these Articles of Merger are accepted by the State Department of Assessments and Taxation of Maryland for record.

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IN WITNESS WHEREOF, these Articles of Merger are hereby signed for and on behalf of the Surviving Corporation by its President, who hereby acknowledges that these Articles of Merger are the act of that Corporation, and who hereby states under the penalties for perjury that the matters and facts set forth herein with respect to authorization and approval of the merger are true in all material respects to the best of his or her knowledge, information, and belief. These Articles of Merger have been signed for and on behalf of SWISSLIGHT LLC by its Partner, who hereby acknowledges that these Articles of Merger are the act of that LLC, and who hereby states under the penalties for perjury that the matters and facts set forth herein with respect to authorization and approval of the merger are true in all material respects to the best of his or her knowledge, information, and belief.

ATTEST:


XOSKELETON
(a Maryland corporation)


Michelle Fuwaua, Secretary

By:  (SEAL)
Michelle J. Fuwaua, President

ATTEST:

SWISSLIGHT
(a Maryland limited liability company)


Michelle Fuwaua, Partner

By:  (SEAL)
Michelle J. Fuwaua, Partner

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