

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/03/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ride Snowboard Company		08/03/2007	CORPORATION: WASHINGTON

**RECEIVING PARTY DATA**

Name:	K-2 Corporation
Street Address:	4201 6th Ave S
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98108
Entity Type:	CORPORATION: INDIANA

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	1875339	5150 SNOWBOARDS
Registration Number:	3066912	CAPPEL
Registration Number:	3064628	CONVERTIBLE TOE STRAP
Registration Number:	3127232	LIQUID
Registration Number:	2015995	LIQUID
Registration Number:	2033102	LIQUID
Registration Number:	2735527	LSB
Registration Number:	2065865	
Registration Number:	2827387	R
Registration Number:	3027422	R
Registration Number:	1878248	RIDE
Registration Number:	3285140	SLIMEWALLS
Registration Number:	2735528	

CH \$365.00 1875339

Serial Number:

77235188

LOWRIDE

**CORRESPONDENCE DATA**

Fax Number: (206)805-4801

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 206-805-4800

Email: trademarks@k2sports.com

Correspondent Name: Julie C. VanDerZanden

Address Line 1: 4201 6th Ave S

Address Line 4: Seattle, WASHINGTON 98108

ATTORNEY DOCKET NUMBER:

RIDE-5-21624

NAME OF SUBMITTER:

Lisa M. Willhite

Signature:

/Lisa M. Willhite/

Date:

03/04/2008

**Total Attachments: 11**

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**State of Indiana  
Office of the Secretary of State**

**CERTIFICATE OF MERGER**

of

**K-2 CORPORATION**

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Merger of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The following non-surviving entity(s):

**CARVE, INC.**

a(n) Washington Non-Qualified Foreign Corporation

**PRESTON BINDING CO.**

a(n) Washington Non-Qualified Foreign Corporation

**RIDE SNOWBOARD COMPANY**

a(n) Washington Non-Qualified Foreign Corporation

**RIDE, INC.**

a(n) Washington Non-Qualified Foreign Corporation

**SMILEY HATS, INC.**

a(n) Nevada Non-Qualified Foreign Corporation

**SMP CLOTHING INC.**

a(n) Washington Non-Qualified Foreign Corporation

merged with and into the surviving entity:

**K-2 CORPORATION**

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, August 03, 2007.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 3, 2007.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,  
SECRETARY OF STATE



**APPROVED**  
**AND**  
**FILED**

**ARTICLES OF MERGER**  
 State Form 39036 (07/1-03)  
 Approved by State Board of Accounts, 1993

*Paul Roberts*

TODD ROKITA  
 SECRETARY OF STATE  
 CORPORATIONS DIVISION  
 302 West Washington Street, Rm. 6618  
 Indianapolis, IN 46204  
 Telephone: (317) 232-8576  
 Indiana Code 23-1-40-1 et. seq.

2007 A

FILING FEE: \$90.00

**INSTRUCTIONS:** Use 8 1/2" x 11" white paper for this form.  
 Present original and one (1) copy to the address in upper right corner of this form.  
 Please TYPE or PRINT.  
 Please visit our office on the web at [www.sos.in.gov](http://www.sos.in.gov)

**ARTICLES OF MERGER / SHARE EXCHANGE**

Ride, Inc., Carve, Inc., Smiley Hats, Inc., Preston Binding Co., Ride Snowboard Company & SMP Clothing Inc.  
 OF  
 K-2 Corporation

(hereinafter "the nonsurviving corporation(s)")

INTO  
 K-2 Corporation

(hereinafter "the surviving corporation")

**ARTICLE I - SURVIVING CORPORATION**

**SECTION 1**

The name of the corporation surviving the merger is K-2 Corporation  
 and such name  has  has not (designate which) been changed as a result of the merger.

**SECTION 2**

a. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Indiana Business Corporation Law incorporated on September 22, 1970

b. The surviving corporation is a foreign corporation incorporated under the laws of the State of \_\_\_\_\_ and  qualified  not qualified (designate which) to do business in Indiana.  
 If the surviving corporation is qualified to do business in Indiana, state the date of qualification: \_\_\_\_\_  
 (If Application for Certificate of Authority is filed concurrently herewith state "Upon approval of Application for Certificate of Authority".)

**ARTICLE II - NONSURVIVING CORPORATION (S)**

The name, state of incorporation, and date of incorporation or qualification (if applicable) respectively, of each Indiana domestic corporation and Indiana qualified foreign corporation, other than the survivor, which is party to the merger are as follows:

Name of Corporation Ride, Inc.	Date of Incorporation or qualification in Indiana (if applicable) N/A
Name of Corporation Carve, Inc.	Date of Incorporation or qualification in Indiana (if applicable) N/A
Name of Corporation Smiley Hats, Inc.	Date of Incorporation or qualification in Indiana (if applicable) N/A

List continued on Exhibit B.

**ARTICLE III - PLAN OF MERGER OR SHARE EXCHANGE**

The Plan of Merger or Share Exchange, containing such information as required by Indiana Code 23-1-40-1(b), is set forth in "Exhibit A", attached hereto and made a part hereof.

**ARTICLE IV - MANNER OF ADOPTION AND VOTE OF SURVIVING CORPORATION (Must complete Section 1 or 2)**

**SECTION 1**  Shareholder vote not required.  
 The merger / share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

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**SECTION 2**  Vote of shareholders (Select either A or B)  
 The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

A. Unanimous written consent executed on August 3, 2007 and signed by all shareholders entitled to vote.  
 B. Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP (i.e., preferred and common)				
NUMBER OF OUTSTANDING SHARES				
NUMBER OF VOTES ENTITLED TO BE CAST				
NUMBER OF VOTES REPRESENTED AT MEETING				
SHARES VOTED IN FAVOR				
SHARES VOTED AGAINST				

**ARTICLE V - MANNER OF ADOPTION AND VOTE OF NONSURVIVING CORPORATION (Must complete Section 1 or 2)**

**SECTION 1**  Shareholder vote not required.  
 The merger / share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

**SECTION 2**  Vote of shareholders (Select either A or B)  
 The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

A. Unanimous written consent executed on August 3, 2007 and signed by all shareholders entitled to vote.  
 B. Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP (i.e., preferred and common)				
NUMBER OF OUTSTANDING SHARES				
NUMBER OF VOTES ENTITLED TO BE CAST				
NUMBER OF VOTES REPRESENTED AT MEETING				
SHARES VOTED IN FAVOR				
SHARES VOTED AGAINST				

In Witness Whereof, the undersigned being the Vice President Officer or Chairman of the of the surviving corporation executes these Articles of Merger / Share Exchange and verifies, subject to penalties of perjury that the statements contained herein are true, this 3rd day of August, 2007.


Signature:  Printed name: David Y. Satoda

Exhibit A.

INDIANA SECRETARY OF STATE  
RECEIVED  
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**AGREEMENT AND PLAN OF MERGER  
BY AND AMONG  
RIDE, INC., CARVE, INC., SMILEY HATS, INC., PRESTON BINDING CO., RIDE  
SNOWBOARD COMPANY, SMP CLOTHING INC.  
AND K-2 CORPORATION**

This AGREEMENT AND PLAN OF MERGER dated as of August 3, 2007 (this "Agreement") is entered into by and among Ride, Inc., a Washington corporation ("Ride"), Carve, Inc., a Washington corporation ("Carve"), Smiley Hats, Inc., a Nevada corporation ("Smiley"), Preston Binding Co., a Washington corporation ("Preston"), Ride Snowboard Company, a Washington corporation ("Snowboard"), SMP Clothing Inc., a Washington corporation ("SMP", and together with Ride, Carve, Smiley, Preston and Snowboard, the "Merging Entities") and K-2 Corporation, an Indiana corporation ("K-2 Corp.").

**RECITALS**

**WHEREAS**, the Merging Entities and K-2 Corp. are wholly-owned subsidiaries of K2 Inc., a Delaware corporation;

**WHEREAS**, the parties hereto desire to effect a reorganization in which the Merging Entities will each be merged with and into K-2 Corp. (the "Merger"), as a result of which the separate existence of the Merging Entities shall cease, and K-2 Corp. shall be the surviving entity (sometimes referred to herein as the "Surviving Entity") and shall continue its existence under the laws of the State of Indiana;

**WHEREAS**, the Merger shall be accomplished by the filing of articles of merger (the "Articles of Merger"), which contain such provisions as are required by applicable law, consistent with the terms specified herein; and

**WHEREAS**, the Merger is intended to qualify as transaction governed by Section 368(a) of the Internal Revenue Code of 1986, as amended.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing premises and the representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereby agree as follows:

**ARTICLE I**

**THE MERGER AND RELATED MATTERS**

1.1 **Filing of the Articles of Merger; Effective Time.** The Merger will become effective at the time of the filing of the Articles of Merger with the Indiana Secretary of State in accordance with applicable Indiana law or at such later time as may be specified in the Articles of Merger (the "Effective Time").

1.2 **The Merger.** At the Effective Time, the separate existence of the Merging Entities shall cease and K-2 Corp., as the Surviving Entity, shall (i) continue to possess all of the Merging Entities' assets, rights, powers and property (real, personal and mixed) as constituted immediately prior to the Effective Time, (ii) be subject to all actions previously taken by the Merging Entities' respective board of directors and officers, (iii) succeed, without other transfer, to all of the assets, rights, powers and property (real, personal and mixed) of the Merging Entities, in the manner more fully set forth in Section 23-1-40-6 of the Indiana Code (the "Code"), and (iv) succeed, without other transfer, to all of the debts, liabilities and obligations of the Merging Entities in the same manner as if K-2 Corp had itself incurred them, as more fully provided under the applicable provisions of the Code. At the Effective Time: (i) the corporate name of the Surviving Entity shall be "K-2 Corporation", (ii) the articles of incorporation of K-2 Corp. in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Entity following the Merger unless and until the same shall be amended or repealed in accordance with the provisions thereof, (iii) bylaws of K-2 Corp. in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Entity following the Merger unless and until the same shall be amended or repealed in accordance with the provisions thereof, (iv) the sole stockholder of the Surviving Entity following the Merger shall be the sole stockholder of K-2 Corp. immediately prior to the Effective Time, and (v) the officers of the Surviving Entity following the Merger shall be those persons who were the officers of K-2 Corp. immediately prior to the Effective Time, and such persons shall serve in such offices for the terms provided by law or in the bylaws or until their respective successors are elected or appointed, as applicable.

1.3 **Conversion of Shares and Interests.** At the Effective Time, by virtue of the Merger and without any action by the owner of any outstanding shares of capital stock, or any other person, (i) all of the issued and outstanding shares of capital stock of K-2 Corp. shall remain issued and outstanding, and (ii) all of the issued and outstanding shares of capital stock of the Merging Entities shall be cancelled.

1.4 **Cooperation; Best Efforts.** Each of the parties will use its respective best efforts to consummate the transactions contemplated by this Agreement and the Articles of Merger and will cooperate in any action necessary or advisable to facilitate such consummation including, without limitation, making all filings required in order to obtain any necessary consents or comply with law and providing any information required in connection therewith.

1.5 **Change in Structure of Transactions.** Notwithstanding anything in this Agreement to the contrary, if at any time after the date hereof, it shall appear that a change in the structure of the transaction contemplated hereby shall be necessary or desirable in order to comply with applicable law or the requirements of regulatory authorities having jurisdiction over the transaction or for any other reason, the parties hereto agree to cooperate in making such changes in this Agreement, the Articles of Merger and other documents contemplated hereby and in taking such other actions as may be required to effectuate such changes.



## ARTICLE II

### REPRESENTATIONS AND WARRANTIES OF THE MERGING PARTIES

2.1 **Ride Representations and Warranties.** Ride represents and warrants to, and covenants with, Carve, Smiley, Preston, Snowboard, SMP and K-2 Corp. that the execution, delivery and performance of this Agreement and the Articles of Merger have been duly and validly authorized and approved by the board of directors and sole stockholder of Ride.

2.2 **Carve Representations and Warranties.** Carve represents and warrants to, and covenants with, Ride, Smiley, Preston, Snowboard, SMP and K-2 Corp. that the execution, delivery and performance of this Agreement and the Articles of Merger have been duly and validly authorized and approved by the board of directors and sole stockholder of Carve.

2.3 **Smiley Representations and Warranties.** Smiley represents and warrants to, and covenants with, Ride, Carve, Preston, Snowboard, SMP and K-2 Corp. that the execution, delivery and performance of this Agreement and the Articles of Merger have been duly and validly authorized and approved by the board of directors and sole stockholder of Smiley.

2.4 **Preston Representations and Warranties.** Preston represents and warrants to, and covenants with, Ride, Carve, Smiley, Snowboard, SMP and K-2 Corp. that the execution, delivery and performance of this Agreement and the Articles of Merger have been duly and validly authorized and approved by the board of directors and sole stockholder of Preston.

2.5 **Snowboard Representations and Warranties.** Snowboard represents and warrants to, and covenants with, Ride, Carve, Preston, SMP and K-2 Corp. that the execution, delivery and performance of this Agreement and the Articles of Merger have been duly and validly authorized and approved by the board of directors and sole stockholder of Snowboard.

2.6 **SMP Representations and Warranties.** SMP represents and warrants to, and covenants with, Ride, Carve, Smiley, Preston, Snowboard and K-2 Corp. that the execution, delivery and performance of this Agreement and the Articles of Merger have been duly and validly authorized and approved by the board of directors and sole stockholder of SMP.

2.3 **K-2 Corp. Representations and Warranties.** K-2 Corp. represents and warrants to, and covenants with, the Merging Entities that the execution, delivery and performance of this Agreement and the Articles of Merger have been duly and validly authorized and approved by the board of directors and the sole stockholder of K-2 Corp.

## ARTICLE III

### TERMINATION OF THE AGREEMENT

3.1 **Termination of Agreement and Abandonment of Merger.** Anything herein contained to the contrary notwithstanding, this Agreement and the Articles of Merger may be terminated at any time before the filing of the Articles of Merger, whether before or after approval by the board of directors or stockholders, upon the written consent of the parties hereto.

## ARTICLE IV

### GENERAL

4.1 **Amendments.** Subject to applicable law, this Agreement or the Articles of Merger may be amended in writing, whether before or after the relevant approvals of the board of directors or stockholders, as applicable.

4.2 **Governing Law.** This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the internal laws of the State of Delaware without taking into account provisions regarding choice of law.

4.3 **Notices.** Any notices or other communications required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, postage prepaid, addressed:

If to Ride:  
Ride, Inc.  
5818 El Camino Real  
Carlsbad, CA 92008  
Attn: General Counsel

If to Carve:  
Carve, Inc.  
5818 El Camino Real  
Carlsbad, CA 92008  
Attn: General Counsel

If to Smiley  
Smiley Hats, Inc.  
5818 El Camino Real  
Carlsbad, CA 92008  
Attn: General Counsel

If to Preston  
Preston Binding Co.  
5818 El Camino Real  
Carlsbad, CA 92008  
Attn: General Counsel

If to Snowboard:  
Ride Snowboard Company  
5818 El Camino Real  
Carlsbad, CA 92008  
Attn: General Counsel

If to SMP:  
SMP Clothing Inc.  
5818 El Camino Real

Carlsbad, CA 92008  
Attn: General Counsel

If to K-2 Corp.:  
K-2 Corporation  
5818 El Camino Real  
Carlsbad, CA 92008  
Attn: General Counsel

or such other address as shall be furnished in writing by any such party, and any such notice or communication shall be deemed to have been given two business days after the date of such mailing (except that a notice of change of address shall not be deemed to have been given until received by the addressee). Notices may also be sent by facsimile, telegram, telex or hand delivery and in such event shall be deemed to have been given as of the date received.

4.4 **No Assignment.** Neither this Agreement nor the Articles of Merger may be assigned by the parties hereto, by operation of law or otherwise.

4.5 **Headings.** The description headings of the Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

4.6 **Counterparts.** This Agreement may be executed by facsimile in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to each of the other parties hereto.

4.7 **Entire Agreement.** This Agreement and certificates required to be delivered hereunder and any amendments hereafter executed and delivered in accordance with Section 4.1, constitute the entire agreement of the parties hereto pertaining to the transaction contemplated hereby. This Agreement is not intended to confer upon any other person any rights or remedies hereunder.

4.8 **Waiver.** Any party hereto may waive any of the conditions to its obligations. No waiver of a condition shall constitute a waiver of any of such party's other rights or remedies, at law or in equity, or of any other conditions to such party's obligations.

{signature page follows}

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized, all as of the date set forth above.

RIDE, INC.

PRESTON BINDING CO.

By:   
Name: David Y. Satoda  
Title: Vice President

By:   
Name: David Y. Satoda  
Title: Vice President

CARVE, INC.

RIDE SNOWBOARD COMPANY

By:   
Name: David Y. Satoda  
Title: Vice President

By:   
Name: David Y. Satoda  
Title: Vice President

SMILEY HATS, INC.

SMP CLOTHING, INC.

By:   
Name: David Y. Satoda  
Title: Vice President

By:   
Name: David Y. Satoda  
Title: Vice President

K-Z CORPORATION

By:   
Name: David Y. Satoda  
Title: Vice President

Exhibit B to Indiana Articles of Merger

Article II continued.

- (1) Preston Binding Co., a Washington corporation (no qualification in Indiana)
- (2) Ride Snowboard Company, a Washington corporation (no qualification in Indiana)
- (3) SMP Clothing Inc., a Washington corporation (no qualification in Indiana)