

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/12/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cal Farley's Boys Ranch and Affiliates		09/12/2003	Texas Non-Profit Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Cal Farley's Boys Ranch
Street Address:	P.O. Box 1890
City:	Amarillo
State/Country:	TEXAS
Postal Code:	79174-0001
Entity Type:	Texas Non-Profit Corporation: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2624506	FP
Registration Number:	2615015	CAL FARLEYS FAMILY PROGRAM
Registration Number:	2653839	CAL FARLEY'S GIRLSTOWN, U.S.A.
Registration Number:	2947179	GT
Registration Number:	2624507	CAL FARLEY'S BOYS RANCH & AFFILIATES
Registration Number:	2174601	CAL FARLEY'S BOYS RANCH

CORRESPONDENCE DATA

Fax Number: (806)379-0316
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 806-376-5613
 Email: Laura.Powers@uwlaw.com
 Correspondent Name: Thomas Ray Dixon
 Address Line 1: 500 S. Taylor St., Suite 1200, LB 233

OP \$165.00 2624506

Address Line 4: Amarillo, TEXAS 79101

ATTORNEY DOCKET NUMBER:

10606-40 (LLP)

NAME OF SUBMITTER:

Thomas R. Dixon

Signature:

/Thomas R. Dixon/

Date:

04/18/2008

Total Attachments: 6

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**ARTICLES OF MERGER BETWEEN
"CAL FARLEY'S GIRLSTOWN, USA; CAL FARLEY'S BOYS
RANCH AND AFFILIATES; CAL FARLEY'S FAMILY
PROGRAM" AND "CAL FARLEY'S BOYS RANCH"**

in the Office of the
Secretary of State of Texas

SEP 12 2003

Corporations Section

Pursuant to the provisions of Article 5.04 of the Texas Non-Profit Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of effecting a merger in accordance with the provisions of Article 5.01 of the Texas Non-Profit Corporation Act:

1. Attached hereto as Exhibit A is a Plan of Merger that was approved by the Board of Directors of the undersigned corporations in the manner prescribed by the Texas Non-Profit Corporation Act.

2. Cal Farley's Boys Ranch and Affiliates is the Sole Member of Cal Farley's Girlstown, USA, Cal Farley's Family Program and Cal Farley's Boys Ranch, and has the power and authority to vote. According to the Bylaws of Cal Farley's Girlstown, USA, Cal Farley's Family Program and Cal Farley's Boys Ranch, the approval of Cal Farley's Boys Ranch and Affiliates is necessary to effectuate matters involving their merger or consolidation with any other entity.

3. The Plan of Merger was approved by Cal Farley's Boys Ranch and Affiliates, Sole Member of Cal Farley's Girlstown, USA, and was adopted at a meeting of the Board of Directors of Cal Farley's Girlstown, USA held on September 10, 2003, and received the vote of a majority of the directors in office.

4. The Plan of Merger was approved by Cal Farley's Boys Ranch and Affiliates, Sole Member of Cal Farley's Boys Ranch, and was adopted at a meeting of the Board of Directors of Cal Farley's Boys Ranch held on September 10, 2003, and received the vote of a majority of the directors in office.

5. The Plan of Merger was approved by Cal Farley's Boys Ranch and Affiliates, Sole Member of Cal Farley's Family Program, and was adopted at a meeting of the Board of Directors of Cal Farley's Family Program held on September 10, 2003, and received the vote of a majority of the directors in office.

6. The Plan of Merger was adopted at a meeting of the Board of Directors of Cal Farley's Boys Ranch and Affiliates held on September 10, 2003 and received a vote of a majority of the directors in office there being no members of such corporation having voting rights in respect thereof.

7. This Merger shall be effective on September 30, 2003 at 11:59 p.m..

DATED this 10th day of September 2003.

CAL FARLEY'S GIRLSTOWN, USA

By: Chris Storm
Chris Storm, Chairman of the Board of
Cal Farley's Boys Ranch and Affiliates,
Sole Member of Cal Farley's Girlstown, USA

CAL FARLEY'S BOYS RANCH and AFFILIATES

By: Chris Storm
Chris Storm, Chairman of the Board of Directors

CAL FARLEY'S FAMILY PROGRAM

By: Chris Storm
Chris Storm, Chairman of the Board of
Cal Farley's Boys Ranch and Affiliates,
Sole Member of Cal Farley's Family Program

CAL FARLEY'S BOYS RANCH

By: Chris Storm
Chris Storm, Chairman of the Board of
Cal Farley's Boys Ranch and Affiliates,
Sole Member of Cal Farley's Boys Ranch

STATE OF TEXAS

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COUNTY OF POTTER

This instrument was acknowledged before me this 10th day of September ~~on~~ ~~on~~ 2003 by Chris Storm, Chairman of the Board of Directors of Cal Farley's Boys Ranch and Affiliates and behalf of Cal Farley's Boys Ranch and Affiliates in its individual capacity and as Sole Member of Cal Farley's Girlstown, USA, Cal Farley's Family Program and Cal Farley's Boys Ranch.

Sandra J. Sargus

Notary Public, State of Texas



**PLAN OF MERGER OF
"CAL FARLEY'S GIRLSTOWN, USA; CAL FARLEY'S BOYS
RANCH AND AFFILIATES; CAL FARLEY'S FAMILY
PROGRAM" AND "CAL FARLEY'S BOYS RANCH"**

This Plan of Merger dated effective as of September 30, 2003, is entered into between Cal Farley's Girlstown, USA; Cal Farley's Boys Ranch and Affiliates; Cal Farley's Family Program, all Texas non-profit corporations and Cal Farley's Boys Ranch, a Texas non-profit corporation.

1. Merger of Cal Farley's Girlstown, USA, Cal Farley's Boys Ranch and Affiliates, and Cal Farley's Family Program into Cal Farley's Boys Ranch. Cal Farley's Girlstown, USA, Cal Farley's Boys Ranch and Affiliates, and Cal Farley's Family Program, all Texas non-profit corporations shall be merged with and into Cal Farley's Boys Ranch, a Texas non-profit corporation, and the separate existence of Cal Farley's Girlstown, USA, Cal Farley's Boys Ranch and Affiliates, and Cal Farley's Family Program shall cease. Cal Farley's Boys Ranch shall continue its corporate existence as the "Surviving Corporation" and all voting members of the Board of Directors of Cal Farley's Boys Ranch and Affiliates will become voting members of the Board of Directors of the Surviving Corporation. All members of the Boards of Directors of Cal Farley's Girlstown, USA, Cal Farley's Boys Ranch and Cal Farley's Family Program who are not voting members of the Board of Directors of Cal Farley's Boys Ranch and Affiliates will become non-voting Advisory Board members of the Surviving Corporation.
2. Articles of Incorporation. The Articles of Incorporation of Cal Farley's Boys Ranch, the Surviving Corporation shall be amended in the manner prescribed by law. A copy of the Amended Articles of Incorporation is attached hereto.
3. Effective Date. This merger shall be effective as of September 30, 2003 at 11:59 p.m..
4. Certain Effects of Merger. On the effective date of this merger, all the rights, privileges, powers, and licenses of Cal Farley's Girlstown, USA, Cal Farley's Boys Ranch and Affiliates, and Cal Farley's Family Program shall be possessed by the Surviving Corporation, to the extent permitted by law and all property, real, personal, and mixed, tangible and intangible, and all debts due to Cal Farley's Girlstown, USA, Cal Farley's Boys Ranch and Affiliates, and Cal Farley's Family Program on whatever account, including claims and causes of action belonging to Cal Farley's Girlstown, USA, Cal Farley's Boys Ranch and Affiliates, and Cal Farley's Family Program shall be vested in the Surviving Corporation, and all property, rights, privileges, and powers and all and every other interest shall thereafter be as effectually the property of the Surviving Corporation as they were of Cal Farley's Girlstown, USA, Cal Farley's Boys Ranch and Affiliates, and Cal Farley's Family Program and the title to any real estate vested by deed or otherwise under the laws of Texas, or any other jurisdiction shall not revert or be in any way impaired by reason of the merger herein provided for; but all rights of creditors and all

liens upon any property of Cal Farley's Girlstown, USA, Cal Farley's Boys Ranch and Affiliates, and Cal Farley's Family Program shall be preserved unimpaired, and all debts, liabilities, and duties of Cal Farley's Girlstown, USA, Cal Farley's Boys Ranch and Affiliates, and Cal Farley's Family Program shall upon the effective date attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it. All corporate policies and procedures of Cal Farley's Girlstown, USA, Cal Farley's Boys Ranch and Affiliates, Cal Farley's Family Program and Cal Farley's Boys Ranch shall become corporate policies and procedures of the Surviving Corporation.

5. Tax-exempt Status of Cal Farley's Girlstown, USA, Cal Farley's Boys Ranch and Affiliates, and Cal Farley's Family Program and Cal Farley's Boys Ranch. Cal Farley's Girlstown, USA, Cal Farley's Boys Ranch and Affiliates, and Cal Farley's Family Program are exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code. Cal Farley's Boys Ranch is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code.

6. Name of Surviving Corporation. Following the merger, the name of the Surviving Corporation shall remain Cal Farley's Boys Ranch.

7. Entire Agreement; Waiver; Abandonment. This Agreement embodies the entire agreement between the parties and there have been and are no agreements, representations, or warranties between the parties other than those set forth herein or herein provided for. Any party may waive any inaccuracies in the representations and warranties by the other and compliance by the other with any of the covenants or conditions herein; any such waiver by either party shall be sufficiently authorized for the purposes of this Agreement if authorized or ratified by the board of directors or executive committee of such party. At any time prior to the delivery of Articles of Merger to the Texas Secretary of State, the merger herein contemplated may be abandoned by action of the boards of directors of both Cal Farley's Girlstown, USA, Cal Farley's Boys Ranch and Affiliates, and Cal Farley's Family Program and Cal Farley's Boys Ranch and upon such notice to said Secretary of State as may be required by law.

8. General. The section headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning and interpretation of this Agreement. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

9. Counterparts. The parties may execute this Agreement in any number of counterparts, each of which shall have the effect of an original. All such counterparts, however, shall constitute the same instrument. The execution by a party of a signature page adopting and ratifying this Agreement shall be deemed to be his, her or its execution of a counterpart of this Agreement.

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement as of the date first above written.

CALIFORNIA FARLEY'S BOYS RANCH AND AFFILIATES

By: Chris Storm
Chris Storm, Chairman of the Board of Directors
California Farley's Boys Ranch and Affiliates,
Sole Member

CALIFORNIA FARLEY'S BOYS RANCH AND AFFILIATES

By: Chris Storm
Chris Storm, Chairman of the Board of Directors

CALIFORNIA FARLEY'S FAMILY PROGRAM

By: Chris Storm
Chris Storm, Chairman of the Board of Directors
California Farley's Boys Ranch and Affiliates,
Sole Member

CALIFORNIA FARLEY'S BOYS RANCH

By: Chris Storm
Chris Storm, Chairman of the Board of Directors
California Farley's Boys Ranch and Affiliates,
Sole Member