

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	10/23/1994		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oakley Washington, Inc.		10/23/1994	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Oakley, Inc.		
Street Address:	1 Icon		
City:	Foothill Ranch		
State/Country:	CALIFORNIA		
Postal Code:	92610		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1519823	OAKLEY	
Registration Number:	1519596	OAKLEY	
CORRESPONDENCE DATA			
Fax Number:	(858)794-2141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-794-2140		
Email:	jank@wknjlaw.com		
Correspondent Name:	Janet Robertson Kaufman		
Address Line 1:	462 Stevens Ave., Suite 310		
Address Line 4:	Solana Beach, CALIFORNIA 92075		
NAME OF SUBMITTER:	Janet Robertson Kaufman		
Signature:	/janet robertson kaufman/		
Date:	06/30/2009		

CH \$65.00 1519823

900137610

TRADEMARK
REEL: 004014 FRAME: 0830

Total Attachments: 8

source=oakley merger doc#page1.tif

source=oakley merger doc#page2.tif

source=oakley merger doc#page3.tif

source=oakley merger doc#page4.tif

source=oakley merger doc#page5.tif

source=oakley merger doc#page6.tif

source=oakley merger doc#page7.tif

source=oakley merger doc#page8.tif



STATE of WASHINGTON SECRETARY of STATE

I, Ralph Munro, Secretary of State of the State of Washington and custodian of its seal, hereby certify that

ARTICLES OF MERGER

of

OAKLEY WASHINGTON, INC

a Washington Profit corporation,

was/were filed for record in this office on the date indicated below.

Merging OAKLEY, INC. (A California corp. not qualified in Washington) into OAKLEY WASHINGTON, INC.; and Changing name to OAKLEY, INC.

Corporation Number: 681 532 452

Date: October 26, 1994

Given under my hand and the seal of the State of Washington, at Olympia, the State Capitol.

Ralph Munro, Secretary of State

ARTICLES OF MERGER

of
OAKLEY, INC., a California corporation
and
OAKLEY WASHINGTON, INC., a Washington corporation

FILED
STATE OF WASHINGTON
OCT 26 1994
RALPH MUNRO
SECRETARY OF STATE

E

THESE ARTICLES OF MERGER are executed for the purpose of merging Oakley, Inc., a California corporation with and into Oakley Washington, Inc., a Washington corporation (the "Merger").

The name of the surviving corporation into which the other corporation plans to merge is Oakley Washington, Inc., a Washington corporation.

As provided in the Plan and Agreement of Merger between Oakley Washington, Inc. and Oakley, Inc., dated as of October 23, 1994 (the "Merger Agreement"), the surviving corporation will change its name to Oakley, Inc., a Washington corporation.

The Merger Agreement approved by the respective Boards of Directors and the shareholders of each corporation is attached hereto and made a part hereof.

As provided in the Merger Agreement, the Effective Time of the Merger shall be 12:01 p.m. Pacific Daylight Time on November 7, 1994.

The Merger and Merger Agreement has been duly approved by the shareholders of each constituent corporation pursuant to Section 23B.11.030 of the Revised Code of Washington and Section 1101 of the California General Corporation Law.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed this 23rd day of October, 1994.

OAKLEY, INC.
a California corporation

By: 
Jim Jannard, President

OAKLEY WASHINGTON, INC.
a Washington corporation

By: 
Jim Jannard, President

PLAN AND AGREEMENT OF MERGER

BETWEEN

OAKLEY WASHINGTON, INC.

AND

OAKLEY, INC.

FILED
STATE OF WASHINGTON
OCT 26 1994
RALPH MUNRO
SECRETARY OF STATE

This Plan and Agreement of Merger (this "Agreement") is entered into this 23rd day of October, 1994, by and between Oakley Washington, Inc., a Washington corporation (the "Surviving Corporation"), and Oakley, Inc., a California corporation ("Merging Corporation"). The Surviving Corporation and Merging Corporation are sometimes referred to jointly as the "Constituent Corporations."

RECITALS

A. Each of the Constituent Corporations are corporations organized and existing under the laws of the respective states as indicated in the first paragraph of this Agreement.

B. The boards of directors of each of the Constituent Corporations have deemed it advisable for the mutual benefit of the Constituent Corporations and their respective shareholders that Merging Corporation be merged into the Surviving Corporation pursuant to the provisions of the Washington Business Corporation Act, Title 23B of the Revised Code of Washington and Chapter 11 of the California General Corporation Law (the "Merger").

C. The shareholders of the respective Constituent Corporations have approved and ratified the Merger.

NOW, THEREFORE, in accordance with the laws of the states of Washington and California, the Constituent Corporations agree that, subject to the following terms and conditions, (i) Merging Corporation shall be merged into the Surviving Corporation, (ii) the Surviving Corporation shall continue to be governed by the laws of the State of Washington, and (iii) the terms and conditions of the Merger, and the mode of carrying them into effect, shall be as follows:

ARTICLE I

ARTICLES OF SURVIVING CORPORATION

The articles of incorporation of the Surviving Corporation as in effect immediately prior to the Effective Time (as defined in Article VII) shall constitute the "Articles" of the Surviving Corporation within the meaning of Section 23B.01.400(1) of the Washington Business Corporation Act and Section 154 of the California General Corporation Law, except that Article I of the articles of incorporation of the Surviving Corporation is hereby amended in its entirety to read as follows:

The name of the corporation is Oakley, Inc.

ARTICLE II

CONVERSION OF SHARES

At the Effective Time, by virtue of the Merger and without any action on the part of Merging Corporation, the Surviving Corporation, or the holders of any of the securities described below, the following shall occur:

(a) Merging Corporation Shares. Each share of the common stock of Merging Corporation outstanding immediately prior to the Effective Time shall automatically convert to one validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation.

(b) Surviving Corporation Shares. Each share of the common stock of Surviving Corporation outstanding immediately prior to the Effective Time shall be automatically cancelled and returned to the status of authorized but unissued shares.

ARTICLE III

BYLAWS

The bylaws of the Surviving Corporation as in effect immediately prior to the Effective Time shall be the governing bylaws of the Surviving Corporation immediately after the Effective Time.

ARTICLE IV

DIRECTORS AND OFFICERS

The directors and officers of Merging Corporation holding office immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation immediately after the Effective Time, to hold office in accordance with the articles of incorporation and bylaws of the Surviving Corporation until their respective successors are duly elected or appointed.

ARTICLE V

EFFECT OF THE MERGER

The effect of the Merger shall be as provided by this Agreement and the applicable provisions of the laws of the States of Washington and California. Without limiting the generality of the foregoing, and subject thereto, from and after the Effective Time: (i) the separate existence of Merging Corporation shall cease; (ii) the Surviving Corporation shall succeed, without other transfer, to all assets and property of every description, and every interest therein, wherever located, and the rights, privileges, immunities, powers, franchises, and authority, of a public as well as a private nature, of all of the Constituent Corporations; (iii) all obligations belonging to or due any of the Constituent Corporations shall be vested in and become the obligations of the Surviving Corporation without further act or deed; (iv) title to any real estate or any interest therein vested in any of the Constituent Corporations shall be vested in and become that of the Surviving Corporation without further act or deed; (v) title to any real estate or any interest therein shall not revert or in any way be impaired by reason of the Merger; (vi) all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired; and (vii) the Surviving Corporation shall be liable for all the obligations of the Constituent Corporations and any claim existing, or actions or proceeding pending, by or against any of the Constituent Corporations may be prosecuted to judgment with right of appeal, as if the Merger had not taken place or if the Surviving Corporation had been substituted in the proceeding for the Merging Corporation whose existence has ceased.

If at any time after the Effective Time the Surviving Corporation shall consider it to be advisable that any further conveyances, agreements, documents, instruments, and assurances of law or any other things are necessary or desirable to vest, perfect, confirm, or record in the Surviving Corporation the title to any property, rights, privileges, powers, and franchises of the Constituent Corporations or otherwise to carry out the provisions of this Agreement, the necessary directors and officers of the Constituent Corporations last in office shall execute and deliver;

upon the Surviving Corporation's request, any and all necessary conveyances, agreements, documents, instruments, and assurances of law, and do all things necessary to vest, perfect, or confirm title to such property, rights, privileges, powers, and franchises in the Surviving Corporation, and otherwise to carry out the provisions of this Agreement.

ARTICLE VI

EFFECTIVE TIME OF THE MERGER

As used in this Agreement, the "Effective Time" of the Merger shall mean the time at which executed counterparts of this Agreement or conformed copies thereof, together with duly executed Certificates or Articles of Merger have been duly filed by the Constituent Corporations in the Office of the Secretary of State of Washington pursuant to Section 23B.11.050 of the Washington Business Corporation Act and the Office of the Secretary of State of California pursuant to Section 1108 of the California General Corporation Law or at such time thereafter as is provided in such Certificate or Articles of Merger.

ARTICLE VII

TERMINATION

This Agreement may be terminated and the Merger abandoned by mutual consent of the respective boards of directors of the Constituent Corporations at any time prior to the Effective Time.

ARTICLE VIII

NO THIRD PARTY BENEFICIARIES

Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm, or corporation, other than the Constituent Corporations and their respective shareholders, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Plan and Agreement of Merger to be executed as of the date first above written.

OAKLEY, INC., a California corporation

By: 
Jim Jannard, Chairman

By: 
Donna Gordon, Secretary

OAKLEY WASHINGTON, INC.,
a Washington corporation

By: 
Jim Jannard, Chairman

By: 
Donna Gordon, Secretary