

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	11/24/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ritchey Design, Inc.		11/24/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Ritchey Design, Inc.
Street Address:	620 Spice Island Drive
City:	Sparks
State/Country:	NEVADA
Postal Code:	89431
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2821336	BREAK AWAY
Registration Number:	2246497	OCR
Registration Number:	1830267	TR
Registration Number:	1829334	LOGIC
Registration Number:	1842856	RITCHEY

CORRESPONDENCE DATA

Fax Number: (415)836-2501
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415.836.2557
 Email: carolanne.bashir@dlapiper.com
 Correspondent Name: Heather A. Dunn
 Address Line 1: 555 Mission Street, Suite2400
 Address Line 4: San Francisco, CALIFORNIA 94105

CH \$140.00 2821336

ATTORNEY DOCKET NUMBER:	346464-900100
NAME OF SUBMITTER:	Heather A. Dunn
Signature:	/Heather A. Dunn/
Date:	09/10/2009
Total Attachments: 6 source=RITCHEY merger agm CA to NV corp#page1.tif source=RITCHEY merger agm CA to NV corp#page2.tif source=RITCHEY merger agm CA to NV corp#page3.tif source=RITCHEY merger agm CA to NV corp#page4.tif source=RITCHEY merger agm CA to NV corp#page5.tif source=RITCHEY merger agm CA to NV corp#page6.tif	

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of this 24th day of November, 2003, by and between Ritchey Design, a California corporation (the "Disappearing Entity"), and Ritchey Design, Inc., a Nevada corporation (the "Surviving Entity").

RECITALS

- A. Disappearing Entity is a California corporation.
- B. Surviving Entity is a Nevada corporation.
- C. Subject to the terms and provisions of this Agreement, Disappearing Entity is to be merged with and into Surviving Entity and Surviving Entity being the surviving corporation.

AGREEMENT

NOW, THEREFORE, in accordance with the recitals set forth above and AS CONSIDERATION for the covenants and agreements set forth in this Agreement, as well as for other good and valuable consideration the receipt and sufficiency of which hereby is acknowledged, Disappearing Entity and Surviving Entity hereby agree as follows:

1. Constituents of the Merger. The constituent entities of the merger contemplated by this Agreement are Disappearing Entity and Surviving Entity (collectively "Constituent Entities"). The name, address, place of organization, governing law and kind of entity of Disappearing Entity are as follows:

Name:	Ritchey Design
Address:	860 Hurlingame Ave. Redwood City, California 94063
Place of Organization	California
Governing Law	California
Kind of Entity	Corporation

The name, address, place of organization, governing law and kind of entity of Surviving Entity are as follows:

Name:	Ritchey Design, Inc.
Address:	974 United Circle Sparks, NV 89431
Place of Organization	Nevada

Governing Law Nevada
Kind of Entity Corporation

2. Merger. On the Effective Date (as defined in Section 3 of this Agreement) and pursuant to Chapter 92A of the Nevada Revised Statutes and Sections 1100 through 1113 of the California Corporations Code, Disappearing Entity shall merge with and into Surviving Entity (the "Merger"), the separate legal existence of Disappearing Entity thereupon shall cease, and the separate legal existence of Surviving Entity thereupon shall continue. Except as set forth in Paragraph 4 hereof, the identity, existence, name, purposes, rights, privileges, immunities, powers, franchises and authority of Surviving Entity shall continue unaffected and unimpaired by the Merger. Upon consummation of the Merger: (a) the identity, existence, purposes, rights, privileges, immunities, powers, franchises and authority of Disappearing Entity, and the title to and possession of all property, interests and assets of Disappearing Entity, shall vest in Surviving Entity; (b) Surviving Entity shall be subject to all of the debts and liabilities of Disappearing Entity as if Surviving Entity itself had incurred those debts; and (c) all rights of creditors and all liens upon the property of each of Surviving Entity and Disappearing Entity shall be preserved unimpaired. The officers of each of the Constituent Entities shall execute and submit Articles of Merger to the Nevada Secretary of State, after obtaining the written approval and consent of the board of directors of each of the Constituent Entities, and upon obtaining the approval of such board of directors of each of the Constituent Entities shall execute and file such other instruments and documents and to take such other actions as any other party may reasonably require to carry out, effectuate, and consummate the Merger. This covenant shall survive the Merger so that the officers of the Disappearing Entity may continue to act in such a limited capacity. The Merger is intended by each of the Constituent Entities to qualify under §368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, and all provisions of this Agreement shall be interpreted consistent with such intent.

3. Filing of Merger Documents and Effective Date. The Merger shall be effective on the date of the filing with the Nevada Secretary of State of the Articles of Merger as required by Nevada Revised Statutes Section 92A.200 ("Effective Date").

4. Articles of Incorporation and Bylaws. The articles of incorporation and the bylaws of Surviving Entity, as in effect on the Effective Date, shall be and remain (until amended, revised, restated or repealed as permitted by applicable law and such documents) the articles of incorporation and bylaws of Surviving Entity as of the Effective Date.

5. Directors and Officers. The directors and officers of Surviving Entity from and after the Effective Date (until changed in accordance with applicable law and the bylaws of Surviving Entity) shall be those persons who immediately before consummation of the Merger are the directors and officers of Surviving Entity.

6. Effect of Merger on and Conversion of Shareholder Interests. On the Effective Date, by virtue of the Merger and without any action on the part of the holders thereof, each one share of stock of Disappearing Entity that is issued and outstanding immediately before the Effective Date shall be exchanged for, and converted into one share of stock in Surviving Entity. Any outstanding stock certificates of the Surviving Entity issued prior to the Effective Date shall be canceled as part of the exchange.

7. Tax Classification. The Constituent Entities are each classified as a corporation for federal income tax purposes and the Surviving Entity intends to maintain such classification after the Effective Date.

8. Filings and Approvals. Each of the Constitute Entities shall cooperate with the others in the preparation and filing, as soon as possible after the date of this Agreement, of all necessary applications, filings and other documents relating to the Merger, including Articles of Merger to be filed with the Nevada Secretary of State.

9. Conditions Precedent to Consummation of the Merger. The obligations of Disappearing Entity and Surviving Entity to consummate the Merger under this Agreement are subject to the following conditions precedent:

9.1 Necessary Actions. All actions necessary to authorize the execution, delivery and performance of this Agreement shall have been duly and validly taken by each of Disappearing Entity and Surviving Entity. In accordance with the Nevada Revised Statutes, this Agreement shall have been approved by the board of directors of each of the Constituent Entities.

9.2 Consents. All consents, approvals or agreements of any person or entity that are required to be obtained by either party hereto in connection with the Merger and related transactions shall have been obtained, without conditions or restrictions that the affected party hereto reasonably deems unduly burdensome.

9.3 Approval From Governmental Agencies. All governmental approvals and other actions required to effect the Merger and related transactions shall have been obtained, without conditions or restrictions that the affected party hereto reasonably deems unduly burdensome.

9.4 Compliance. Each of the Constitute Entities shall have complied with all agreements to be complied with by each of them in connection with the Merger on or before the Effective Date.

10. Termination or Abandonment. This Agreement may be terminated and the Merger abandoned at any time before the Effective Date by: (a) the mutual consent of a majority of the board of directors of each of the Constituent Entities, or

(b) by either Disappearing Entity or Surviving Entity if any condition precedent to the obligations of that party set forth in Section 9 of this Agreement has not been satisfied and that party has notified the other party hereto of its intention to terminate this Agreement and such other party hereto has not within ten (10) days after its receipt of such notice caused the satisfaction of that condition precedent. In the event of termination of this Agreement as provided in this Section 10, neither Disappearing Entity nor any of its shareholders shall be liable to Surviving Entity or any of its shareholders, and neither Surviving Entity nor any of its shareholders shall be liable to Disappearing Entity, or any of its shareholders.

11. Miscellaneous.

11.1 Amendment and Supplementation. Subject to applicable law, this Agreement may be amended or supplemented at any time after the board of directors of each of the Constituent Entities approve this Agreement, but before the Articles of Merger become effective, without obtaining the approval of the shareholders of each of the Constituent Entities provided that such amendment or supplement does not: (a) alter or change the manner or basis of exchanging an owner's interest to be acquired for owner's interests, rights to purchase owner's interests, or other securities of the acquiring entity or any other entity, or for cash or other property in whole or in part; or (b) alter or change any of the terms and conditions of this Agreement in a manner that adversely affects the shareholders respectively, of each of the Constituent Entities.

11.2 Assignment. Neither this Agreement nor any of the rights, interests or obligations of either party hereto arising hereunder may be assigned by either party hereto without the prior written consent of the other party hereto.

11.3 Further Assurances. Each party hereto shall execute and deliver such instruments and take such other actions as any other party hereto reasonably may require in order to carry out the intent of this Agreement. From time to time, as and when required by Surviving Entity or by its successors or assigns, such instruments shall be executed and delivered on behalf of Disappearing Entity, and all actions shall be taken or caused to be taken on behalf of Disappearing Entity, as shall be appropriate or necessary to vest, perfect or confirm, of record or otherwise, in Surviving Entity the purposes, rights, privileges, immunities, powers, franchises and authority of Disappearing Entity and the title to and possession of all property, interests and assets of Disappearing Entity, and otherwise to carry out the purposes of this Agreement. The Directors of Surviving Entity are fully authorized in the name and on behalf of Disappearing Entity or otherwise to execute and deliver all such instruments and taken all such actions.

11.4 Headings. The subject headings of the sections and subsections of this Agreement are included in this Agreement for the convenience of

reference only and shall not affect the construction or interpretation of any of the terms or provisions of this Agreement.

11.5 Governing Law. This Agreement shall be deemed to be made and interpreted under the laws of the State of Nevada, and the rights and liabilities of the parties hereto shall be determined under those laws.

11.6 Successors in Interest. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

11.7 Counterpart Execution. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original.

11.8 No Waiver. The failure of any party hereto at any time to require performance by any other party hereto of any term or provision of this Agreement shall not affect the right of such party to require performance of that term or provision, and any waiver by any party hereto of any breach of any term or provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such term or provision, a waiver of the term or provision itself or a waiver of any right under this Agreement.

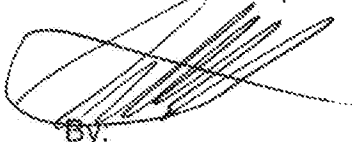
11.9 Interpretation. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and it supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained in this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have cause this Agreement and Plan of Merger to be executed by persons thereunto duly authorized on the date first set forth above.

The "Disappearing Constituent Entity"

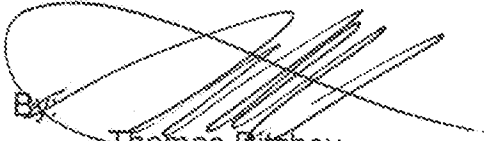
Ritchey Design,
a California corporation



By:
Thomas Ritchey
Its: President

The "Surviving Constituent Entity"

Ritchey Design, Inc.,
a Nevada corporation

A handwritten signature in black ink, appearing to read "Thomas Ritchey", written over a horizontal line.

By: ~~Thomas Ritchey~~
Its: President