

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/04/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
L.A. T Sportswear, LLC		01/04/2009	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	L.A. T Sportswear, Inc.
Street Address:	1200 Airport Drive
City:	Ball Ground
State/Country:	GEORGIA
Postal Code:	30107
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1705105	L.A. T SPORTSWEAR
Registration Number:	1705104	L.A. T FOR KIDS
Registration Number:	3005981	LAT
Registration Number:	3258528	DOGGIE SKINS
Registration Number:	3880517	L.A. T SPORTSWEAR EVERY BODY EVERY GENERATION
Serial Number:	85297755	L.A. T SPORT
Registration Number:	3327490	CODE V
Serial Number:	85305063	SUBLIVIE
Registration Number:	1318241	RABBIT SKINS

CORRESPONDENCE DATA

Fax Number: (734)930-2494
 Phone: 734-761-3780

900210449

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OP \$240.00 1705105

Email: asujek@bodmanlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Angela Alvarez Sujek - Bodman PLC

Address Line 1: 201 South Division, Ste. 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	12/22/2011

Total Attachments: 7

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STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF MERGER

NAME CHANGE

I, **Karen C Handel**, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of 01/04/2009. Attached is a true and correct copy of the said filing.

Surviving Entity:

LATS, INC., a Georgia Profit Corporation

Changing its Name to:

L.A. T SPORTSWEAR, INC., a Georgia Profit Corporation

Non surviving Entity/Entities:

L.A. T SPORTSWEAR, LLC, a Georgia Limited Liability Company

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on January 4, 2009



A handwritten signature in cursive script that reads "Karen C Handel".

Karen C Handel
Secretary of State

CERTIFICATE OF MERGER

OF

L.A. T SPORTSWEAR, LLC
a Georgia limited liability company,

with and into

LATS, INC.
a Georgia corporation

Pursuant to Section 14-2-1105 of the Georgia Business Corporation Code ("GBCC"), it is hereby certified, on behalf of each of the constituent entities herein named, as follows:

I.

The names of each of the constituent entities to the merger are L.A. T Sportswear, LLC, a limited liability company organized and existing under the laws of the State of Georgia ("L.A. T Sportswear, LLC"), and LATS, Inc., a corporation organized and existing under the laws of the State of Georgia ("LATS, Inc.").

II.

L.A. T Sportswear, LLC shall merge with and into LATS, Inc. (the "Merger"), and LATS, Inc. shall be the surviving corporation (the "Surviving Corporation").

III.

The effective time of the Merger shall be 12:01 a.m. on January 4, 2009.

IV.

Upon the effectiveness of the Merger, the articles of incorporation of LATS, Inc. in effect immediately prior to the filing of this Certificate of Merger shall be the articles of incorporation of the Surviving Corporation except that Article I thereof shall be amended by deleting such Article I in its entirety and replacing such Article I with the following:

"The name of the Corporation is L.A. T Sportswear, Inc."

V.

An executed copy of the Agreement and Plan of Merger (the "Merger Agreement") is on file at the principal place of the Surviving Corporation, the address of which is 1200 Airport Drive, Ball Ground, Georgia 30107.

State of Georgia
Expedite Merger 6 Page(s)



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VI.

A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any shareholder or member (as the case may be) of each of LATS, Inc. and L.A. T Sportswear, LLC.

VII.

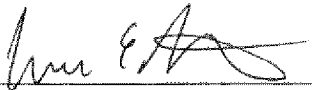
The Merger was duly approved by the shareholders and members (as the case may be) of each of LATS, Inc. and L.A. T Sportswear, LLC.

VIII.

The request for publication of a notice of filing of this Certificate of Merger and payment therefor will be made as required by Section 14-2-1105.1(b) of the GBCC.

The undersigned has caused this Certificate of Merger to be executed as of the 2nd day of January 2009.

LATS, INC.,
a Georgia corporation

By: 
Name: Isador Mitzner
Title: CEO

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SECRETARY OF STATE
CORPORATIONS DIVISION

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into this 2nd day of January, 2008 by and between L.A. T Sportswear, LLC, a Georgia limited liability company ("L.A. T, LLC"), and LATS, Inc., a Georgia corporation and a wholly-owned subsidiary of L.A. T, LLC ("LATS, Inc."). LATS, Inc. and L.A. T, LLC are sometimes hereinafter collectively referred to as the "Constituent Companies."

RECITALS:

A. L.A. T, LLC is a limited liability company organized and existing under the laws of the State of Georgia and, as of the date hereof, the members of L.A. T, LLC hold membership interests ("Membership Interests") representing 100% of the Membership Interests of L.A. T, LLC.

B. LATS, Inc. is a corporation organized and existing under the laws of the State of Georgia and, as of the date hereof, 1000 shares of Common Stock, no par value, ("LATS, Inc. Common Stock") of LATS, Inc. are issued and outstanding.

C. The manager and each of the members of L.A. T, LLC have determined that it is advisable and in the best interests of L.A. T, LLC that L.A. T, LLC merge with and into LATS, Inc. upon the terms and subject to the conditions set forth herein.

D. The board of directors and the sole shareholder of LATS, Inc. have determined that it is advisable and in the best interests of LATS, Inc. that L.A. T, LLC merge with and into LATS, Inc. upon the terms and subject to the conditions set forth herein.

E. In furtherance of such merger, L.A. T, LLC and LATS, Inc. wish to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, L.A. T, LLC and LATS, Inc. hereby agree as follows:

ARTICLE I.

THE MERGER

1.01 *Merger.* In accordance with the provisions of this Agreement and the Georgia Business Corporation Code (the "Code"), at the Effective Time of the Merger (as defined herein), L.A. T, LLC shall be merged with and into LATS, Inc. (the "Merger"), whereupon the separate existence of L.A. T, LLC shall cease and LATS, Inc. shall be, and is hereinafter sometimes referred to as, the "Surviving Corporation" and shall continue to be governed by the laws of the State of Georgia.

1.02 *Effective Time.* Provided that this Agreement has not been terminated or abandoned pursuant to Section 4.02 hereof, on the date of the closing of the Merger, L.A. T, LLC and LATS, Inc. shall cause a Certificate of Merger to be executed and filed with the Secretary of State of the State of Georgia (the "Certificate of Merger"). The Merger shall become effective at 12:01 a.m. on January 4, 2009 (the "Effective Time of the Merger").

1.03 *Effect of the Merger.* At the Effective Time of the Merger, the separate existence of L.A. T, LLC shall cease, and LATS, Inc., as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Time of the Merger; (ii) shall be subject to all actions previously taken by the board of directors of LATS, Inc. and the manager of L.A. T, LLC; (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of L.A. T, LLC; (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Time of the Merger; and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of L.A. T, LLC in the same manner as if LATS, Inc. had itself incurred them, all as more fully provided under the applicable provisions of the Code.

ARTICLE II.

CHARTER, BYLAWS, DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

2.01 *Articles of Incorporation.* The Articles of Incorporation of LATS, Inc. as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law, except that Article I thereof shall be amended by deleting such Article I in its entirety and replacing such Article I with the following:

"The name of the Corporation is L.A. T Sportswear, Inc."

2.02 *Bylaws.* The Bylaws of LATS, Inc. as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.03 *Directors and Officers.* The directors and officers of LATS, Inc. immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation.

ARTICLE III.

EFFECT OF MERGER ON OWNERSHIP

3.01 *L.A. T, LLC Membership Interests.* At the Effective Time of the Merger, by virtue of the Merger and without any further action on the part of the member, the issued and outstanding membership units of L.A. T, LLC shall be canceled and shall cease to exist and each member of L.A. T, LLC shall receive 100 shares of the Common Stock of the Surviving

Corporation in exchange for each unit of membership interest held by such member in L.A. T, LLC.

3.02 *LATS, Inc. Common Stock.* At the Effective Time of the Merger, each share of LATS, Inc. Common Stock issued and outstanding on the stock transfer records of LATS, Inc. immediately prior to the Merger shall be cancelled and cease to exist.

ARTICLE IV.

GENERAL PROVISIONS

4.01 *Further Assurances.* From time to time, as and when required by LATS, Inc. or by its successors or assigns, there shall be executed and delivered on behalf of L.A. T, LLC such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by LATS, Inc. the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of L.A. T, LLC and otherwise to carry out the purposes of this Agreement, and the officers and directors of LATS, Inc. are fully authorized in the name and on behalf of L.A. T, LLC to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.02 *Termination.* At any time prior to the filing of the Certificate of Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the board of directors or manager (as the case may be) of the Constituent Companies. In the event of the termination or abandonment of this Agreement, this Agreement shall become null and void and have no effect, without any liability on the part of either L.A. T, LLC or LATS, Inc., or any of their respective shareholders, directors, officers, members or managers.

4.03 *Agreement.* Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation in Ball Ground, Georgia, and copies thereof will be furnished to any stockholder or member (as the case may be) of either Constituent Company, upon request and without cost.


4.04 *Governing Law.* This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Georgia and the merger provisions of the Code.

4.05 *Counterparts.* In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

4.06 *No Third Party Beneficiaries.* This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the day and year first written above.

LATS, INC.

By: 
Name: Isador Mitzner
Title: CEO

L.A. T SPORTSWEAR, LLC

By: 
Isador E. Mitzner, Manager

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SECRETARY OF STATE
CORPORATIONS DIVISION