

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2012		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Innovations in Cycling Inc.		12/31/2012
			Entity Type
			CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Accessories Marketing, Inc.		
Street Address:	125 Venture Drive, Suite 210		
City:	San Luis Obispo		
State/Country:	CALIFORNIA		
Postal Code:	93401		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
	Property Type	Number	Word Mark
	Registration Number:	3145268	ULTRAFLATE
	Registration Number:	3141992	SECOND WIND
	Registration Number:	3139147	PROFLATE
	Registration Number:	3141984	MICROFLATE
	Registration Number:	3266761	#1 IN CO2 INFLATORS
	Registration Number:	3135658	I
	Registration Number:	3126661	GENUINE INNOVATIONS
	Registration Number:	4184060	AIR STATION
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 554-8000		

CH \$215.00 3145268

Email: kep@pattishall.com  
Correspondent Name: Bradley L. Cohn  
Address Line 1: 200 S. Wacker Drive, Suite 2900  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	2457-000-00037
NAME OF SUBMITTER:	Bradley L. Cohn
Signature:	/bradleycohn/
Date:	07/31/2013

**Total Attachments: 5**

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AZ CORPORATION COMMISSION  
FILED

ARTICLES OF MERGER

1957 011 027

DEC 31 2012

FILE NO. 05207254

OF  
INNOVATIONS IN CYCLING INC  
(AN ARIZONA CORPORATION) 0620725-4

INTO  
ACCESSORIES MARKETING, INC  
(A CALIFORNIA CORPORATION) 11-1820872-4

1 Filed simultaneously with these Articles of Merger is the Plan of Merger which has been adopted by Innovations in Cycling Inc. an Arizona corporation which is the Disappearing Corporation, and Accessories Marketing, Inc. a California corporation which is the Surviving Corporation.

2 The Surviving Corporation is not authorized to transact business in Arizona. The name of the Surviving Corporation is Accessories Marketing, Inc., and its known place of business in the jurisdiction in which it is domiciled is 125 Venture Drive, Suite 210, San Luis Obispo, CA 93401.

3 The name and address of the statutory agent of the Surviving Corporation is: CT Corporation System, 818 West Seventh Street, Suite 1004, Los Angeles, CA 90017.

4 The Surviving Corporation is not authorized to transact business in Arizona. The Surviving Corporation appoints the Arizona Corporation Commission as its agent for service of process in Arizona in any proceeding to enforce any obligation or to enforce the rights of dissenting shareholders of the Arizona corporation which is a party to the merger, and agrees to pay promptly any dissenting shareholder of the Disappearing Corporation the amount to which the shareholder is entitled pursuant to Arizona law.

5 The Plan of Merger does not contain any amendments to the Articles of Incorporation of the Surviving Corporation.

6 Shareholder approval of the Plan of Merger was not required.

7 That this Plan of Merger shall be effective at 11:59 p.m. on December 31, 2012.

DATED as of this 31<sup>st</sup> day of December 2012.

ACCESSORIES MARKETING, INC

By Barbara G. Siegan

Barbara G. Siegan, Assistant Secretary

AZ CORPORATION COMMISSION  
FILED

JAN 17 2013

FILE NO. 05207254

**PLAN OF MERGER**

**MERGING**

**1957 011 027**

**INNOVATIONS IN CYCLING INC.  
An Arizona Corporation**

**INTO**

**ACCESSORIES MARKETING, INC.  
A California Corporation**

**PLAN OF MERGER**, effective as of December 31, 2012 made by and between Innovations in Cycling Inc., a corporation organized and existing under the laws of the State of Arizona (hereinafter in this agreement referred to as the "Disappearing Corporation"), and Accessories Marketing, Inc., a corporation organized and existing under and by virtue of the laws of the State of California (hereinafter in this agreement referred to as the "Surviving Corporation").

**WITNESSETH that:**

**WHEREAS** the board of directors of each of said corporations, parties hereto, to the end that greater efficiency and economy in the management of the business carried on by each corporation may be accomplished and in consideration of the mutual agreements of each corporation as set forth herein, do deem it advisable and generally to the advantage and welfare of said corporations and their respective stockholders that Disappearing Corporation be merged into Surviving Corporation; and

**WHEREAS**, the provisions of Section 1110 of the California Corporations Code, and Section 10-1104 of the Arizona Rev Statute authorizes the merger of a subsidiary corporation into a parent.

**NOW, THEREFORE**, the corporations, parties to this agreement, have agreed and do hereby agree as follows:

**FIRST:** Disappearing Corporation, organized and existing under the laws of the State of Arizona, shall be and hereby is merged into Surviving Corporation, organized and existing under the laws of State of California, and said Surviving Corporation hereby merges into itself said Disappearing Corporation; said Surviving Corporation shall be the continuing and surviving corporation and shall be governed by the California Corporation Code.

**SECOND:** The manner of converting the outstanding shares of capital stock of each of the constituent corporations into the shares or other securities of the Surviving Corporation shall be as follows:

- (a) Each share of common stock of the Disappearing Corporation which shall be outstanding on the effective date of this merger shall be canceled

and no longer outstanding and the Surviving Corporation shall receive no compensation for the canceled shares.

(b) The shares of the Surviving Corporation outstanding on the effective date of this merger shall not be changed or converted as a result of this merger but shall remain outstanding as shares of the Surviving Corporation.

**THIRD:** The terms and conditions of the merger are as follows:

(a) The By-Laws of the Surviving Corporation as they shall exist on the effective date of this merger shall be and remain the By-Laws of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.

(b) The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective upon filing with the Secretary of State of California and Arizona. However, for all accounting purposes, the effective date of the merger shall be as of 11:59 p.m. on December 31, 2012.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Disappearing Corporation, including all rights relating to the purchase of the shares of Innovations in Cycling Inc pursuant to Stock Purchase Agreement dated October 31, 2011, and the escrow agreement related thereto, shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed and all property, rights, and every other interest of the Surviving Corporation and the Disappearing Corporation shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation and the Disappearing Corporation respectively. The Disappearing Corporation hereby agrees from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of the Disappearing Corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the Disappearing Corporation and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

**FOURTH** Anything herein or elsewhere to the contrary notwithstanding, this agreement may be abandoned by either party, by appropriate resolution of its Board of

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Directors at any time prior to the date of filing this Agreement or by mutual consent of the parties by appropriate resolution of their respective Boards of Directors, at any time prior to the effective date of this merger.

**FIFTH** Upon the date when this agreement shall become effective, the separate existence of Disappearing Corporation shall cease and the said Disappearing Corporation shall be merged into the Surviving Corporation in accordance with this plan of merger.

The Surviving Corporation shall be possessed of 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 each of the constituent corporations, and all obligations belonging to or due to each of the constituent corporations, all of which shall be vested in the Surviving Corporation without further act or deed. Title to any real estate or any interest therein vested in any constituent corporation shall not revert or in any way be impaired by reason of such merger or consolidation.

The Surviving Corporation shall be liable for all the obligations of each constituent corporation, including liability to dissenting shareholders.

All the rights of creditors of each constituent corporation are preserved unimpaired, and all liens upon the property of any constituent corporation are preserved unimpaired, on only the property affected by such liens immediately prior to the effective date of the merger or consolidation.

*(Signature Page to Follow)*

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IN WITNESS WHEREOF, the parties to this agreement have caused this agreement to be executed and delivered by their respective officers thereunto authorized on December 31, 2012

Accessories Marketing, Inc.

By: *Maria C Green*  
Name: Maria C Green  
Its: Vice President & Secretary

Innovations in Cycling Inc.

By: *Maria C Green*  
Name: Maria C Green  
Its: Vice President & Secretary

By: *Barbara G Siegan*  
Name: Barbara G Siegan  
Its: Assistant Secretary

By: *Barbara G Siegan*  
Name: Barbara G Siegan  
Its: Assistant Secretary