

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323057

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/24/2014

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ricardo Beverly Hills, Inc.		07/24/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Ricardo Beverly Hills, Inc.
Street Address:	6329 South 226th St., Ste. 101
City:	Kent
State/Country:	WASHINGTON
Postal Code:	98032
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3212824	SKYWAY
Registration Number:	2901522	RAINIER
Registration Number:	3009483	ELEMENT BARRIER
Registration Number:	3880540	AMERICAN EXPLORER
Registration Number:	2617402	DEL MAR
Registration Number:	2847867	RICARDO BEVERLY HILLS
Registration Number:	2615817	SIGMA
Registration Number:	2492169	CLOUDLITE
Registration Number:	2409380	ZERO GRAVITY
Registration Number:	2413037	VERSA-POCKET
Registration Number:	2299791	ATTACH-MATE
Registration Number:	2283902	MONTECITO
Registration Number:	2298480	SANTA CRUZ
Registration Number:	1851489	NORTHWEST TRAILS
Registration Number:	1668524	ASCOT
Registration Number:	1658977	GRAND OPENING
Registration Number:	1858171	ESCAPE
Registration Number:	1435574	BIG SUR
Registration Number:	1415883	SKYWAY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1034848	SKYWAY
Registration Number:	0810690	TRAVELGARD
Registration Number:	0724658	CLOUD-WEIGHT
Registration Number:	0711397	NO-WEIGHT

CORRESPONDENCE DATA

Fax Number: 3108205988
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 310-207-3800
Email: suzanne_johnston@bstz.com
Correspondent Name: Blakely Sokoloff Taylor & Zafman LLP
Address Line 1: 12400 Wilshire Blvd., 7th Fl.
Address Line 4: Los Angeles, CALIFORNIA 90025-1040

ATTORNEY DOCKET NUMBER:	074300.T103
NAME OF SUBMITTER:	Suzanne Johnston
SIGNATURE:	/Suzanne Johnston/
DATE SIGNED:	11/12/2014

Total Attachments: 8
source=RBH_Merger#page1.tif
source=RBH_Merger#page2.tif
source=RBH_Merger#page3.tif
source=RBH_Merger#page4.tif
source=RBH_Merger#page5.tif
source=RBH_Merger#page6.tif
source=RBH_Merger#page7.tif
source=RBH_Merger#page8.tif

FILED

JUL 25 2014

WA SECRETARY OF STATE

07/25/14 2708729-

004

\$355.00 R

tid: 2806949

ARTICLES OF MERGER
OF
RICARDO BEVERLY HILLS, INC.
(a California corporation)
with and into
RICARDO BEVERLY HILLS, INC.
(a Washington corporation)

Pursuant to the provisions of Section 23B.11.050 of the Revised Code of Washington ("RCW"), the undersigned corporations hereby execute the following Articles of Merger:

1. The names of the corporations involved in the merger are Ricardo Beverly Hills, Inc., a California corporation ("Merging Entity"), and Ricardo Beverly Hills, Inc., a Washington corporation ("Surviving Entity").
2. Attached hereto as Exhibit A is the Agreement and Plan of Merger dated July 24, 2014, which sets forth the terms of the merger of Merging Entity with and into the Surviving Entity. Surviving Entity shall be the surviving corporation and the name of the surviving corporation shall remain Ricardo Beverly Hills, Inc.
3. The Agreement and Plan of Merger was duly approved by the shareholders of the Merging Entity and the shareholders of the Surviving Entity pursuant to RCW 23B.11.030.
4. The merger shall be effective on August 1, 2014, after filing the Articles of Merger with the Secretary of State of the State of Washington.

DATED: July 24, 2014

Ricardo Beverly Hills, Inc.,
a California corporation



Paul Sarazin, President

Ricardo Beverly Hills, Inc.,
a Washington corporation



Paul Sarazin, President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

See Attached

7906768-v2

TRADEMARK
REEL: 005400 FRAME: 0203

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of the 24th day of July, 2014, by and between RICARDO BEVERLY HILLS, INC., a Washington corporation (the "Surviving Entity") and RICARDO BEVERLY HILLS, INC., a California corporation (the "Merging Entity").

RECITALS

WHEREAS, the Board of Directors of the Merging Entity and the Board of Directors of the Surviving Entity each have determined that a merger of the Merging Entity with and into the Surviving Entity is in the best interests of their respective corporations and shareholders, and accordingly have agreed to effect the merger provided for herein upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and of the representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE 1

1. The Merger.

1.1 The Merger. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.2), the Merging Entity shall be merged with and into the Surviving Entity in accordance with this Agreement and the separate corporate existence of the Merging Entity shall thereupon cease (the "Merger"). The Surviving Entity shall be the surviving entity in the Merger. The Merger shall have the effects specified in Section 1107 of the General Corporation Law of the State of California (the "CGCL") and Section 23B.11.060 of the Revised Code of Washington (the "RCW"). It is the intention of the parties that the Merger constitute a tax-free reorganization in accordance with Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

1.2 Effective Time. If this Agreement shall not have been terminated as provided in Article 6, the parties hereto shall cause Articles of Merger (the "Articles of Merger") to be properly executed, verified and delivered for filing in accordance with the CGCL and the RCW. The Merger shall become effective on August 1, 2014 (the "Effective Time") after the acceptance for recording of the Articles of Merger by the Secretary of State for the States of California and Washington.

ARTICLE 2

2. Name, Articles of Incorporation and Bylaws of the Surviving Entity.

2.1 Name of the Surviving Entity. The name of the Surviving Entity

immediately prior to the Effective Time shall be the name of the Surviving Entity.

2.2 Articles of Incorporation. The articles of incorporation of the Surviving Entity in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Entity until duly amended in accordance with applicable law.

2.3 Bylaws. The Bylaws of the Surviving Entity in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Entity until duly amended in accordance with applicable law.

ARTICLE 3

3. Directors and Officers of the Surviving Entity.

3.1 Directors. The directors of the Surviving Entity immediately prior to the Effective Time shall be the directors of the Surviving Entity as of the Effective Time.

3.2 Officers. The officers of the Surviving Entity immediately prior to the Effective Time shall be the officers of the Surviving Entity as of the Effective Time.

ARTICLE 4

4. Effect of Merger on Shares of Stock.

4.1 Effect of Merger on Shares of Stock of the Merging Entity. At the Effective Time, each issued and outstanding share of stock of the Merging Entity shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and retired without any conversion thereof and shall cease to exist and no payment or distribution of any consideration shall be made with respect thereto.

4.2 Effect of Merger on Shares of Stock of the Surviving Entity. Each share of stock of the Surviving Entity issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding at the Effective Time. In consideration for the Merger, the Surviving Entity shall issue shares (the "New Shares") to the shareholders of the Merging Entity, as set forth in Exhibit A attached hereto. The New Shares shall remain issued and outstanding at the Effective Time.

ARTICLE 5

5. Conditions. The respective obligation of each party to effect the Merger is not subject to any further conditions.

ARTICLE 6

6. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, before or after the approval of the Merger by the shareholders of the Merging Entity, by the mutual written consent of the Merging Entity and the Surviving Entity.

ARTICLE 7

7. General Provisions.

7.1 Entire Agreement. This Agreement, the Exhibits and any documents delivered by the parties in connection herewith constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect thereto. No addition to or modification of any provision of this Agreement shall be binding upon any party hereto unless made in writing and signed by all parties hereto.

7.2 Amendment. This Agreement may be amended by the parties hereto, by action taken by their respective Board of Directors, at any time before or after approval of the Merger by the shareholders of the Merging Entity, but after any such shareholder approval, no amendment shall be made which by law requires the further approval of the shareholders of the Merging Entity without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

7.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to its rules of conflict of laws.

7.4 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

7.5 Headings. Headings of the Articles and Sections of this Agreement are for the convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever.

7.6 Interpretation. In this Agreement, unless the context otherwise requires, words describing the singular number shall include the plural and vice versa, and words denoting any gender shall include all genders and words denoting natural persons shall include corporations and partnerships and vice versa.

7.7 Incorporation. All Exhibits attached hereto and referred to herein are hereby incorporated herein and made a part hereof for all purposes as if fully set forth herein.


7.8 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

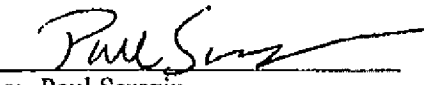
[signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above.

SURVIVING ENTITY:

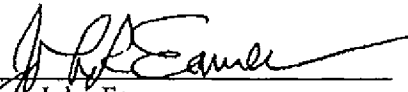
RICARDO BEVERLY HILLS, INC.,
a Washington corporation

By: 
Name: John Eames
Title: Secretary

By: 
Name: Paul Sarazin
Title: President

MERGING ENTITY:

RICARDO BEVERLY HILLS, INC.,
a California corporation

By: 
Name: John Eames
Title: Secretary

By: 
Name: Paul Sarazin
Title: President

EXHIBIT A

<u>ISSUED TO</u>	<u>NUMBER OF SHARES</u>
Vanessa Michele Baer	10
Mara Elaine Baer	10
Eric Thomas Baer	10
Thomas Baer	155
Susan Wollwert, Trustee of the Robert Chris Dodson Legacy Trust, dated November 4, 2013	27
Susan Wollwert, Trustee of the Patrick J. Dodson Legacy Trust, dated November 4, 2013	27
Susan Wollwert, Trustee of the Erin N. Dodson Legacy Trust, dated November 4, 2013	27
Robert and Janine Dodson, Trustees of The Dodson Family Trust, dated September 3, 2009	242
Mary Molofsky, Trustee of the Mary Molofsky 2006 Irrevocable Trust, dated April 1, 2006	15
Cynthia Dodson Gardner	16
Susan Wollwert, Trustee of the Susan Wollwert 2006 Irrevocable Trust, dated April 1, 2006	16
Michael Dodson	21
Mark and Tara Dodson, Trustees of the M&T Dodson Family Trust, dated November 2, 2001	26
Jeff Dutra	67
Robert J. Owen, Trustee of The Robert J. Owen Living Trust, dated May 4, 2000	45
James R. Sanger	185
Paul Sarazin	45
Total	944