

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM448773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2016		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Original Footwear Company, Inc		12/31/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Original Footwear Company, Inc		
Also Known As:	Original Footwear		
Street Address:	5968 Commerce Blvd		
City:	Morristown		
State/Country:	TENNESSEE		
Postal Code:	37814		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	1997268	ALTAMA	
Registration Number:	1897028	ALTAMA	
Registration Number:	1885613	ALTAMA	
Registration Number:	3517691	HOPLITE	
Registration Number:	3835716	OPERATION OASIS	
Registration Number:	4708998	ORIGINAL S.W.A.T.	
Registration Number:	3708477	ORTHO-TAC ORTHO-TAC X	
Registration Number:	3791380	PANAMOC	
Registration Number:	4390487	THERE // AND // BACK	
Registration Number:	4337457	W	
Registration Number:	3073345	WELLCO	
Registration Number:	3573108	W	
Registration Number:	3445980	W WELLCO	
Registration Number:	2810762	V-TRAX	
Registration Number:	2813180	TUFFKUSHION	
Serial Number:	85587700	ALWAYS A STEP AHEAD	
Registration Number:	3537465	ORIGINAL S.W.A.T.	
TRADEMARK			

OP \$565.00 1997268

Property Type	Number	Word Mark
Registration Number:	2553251	ORIGINAL S.W.A.T.
Registration Number:	4252782	TACTICAL PERFORMANCE MATTERS
Registration Number:	4743409	RO-SEARCH
Registration Number:	2811739	G
Registration Number:	2815834	RG

CORRESPONDENCE DATA

Fax Number:

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: 9258994681
Email: kevin@originalswat.com
Correspondent Name: Kevin D Cole
Address Line 1: 5968 Commerce Blvd
Address Line 4: Morristown, TENNESSEE 37814

NAME OF SUBMITTER:	Kevin D. Cole
SIGNATURE:	/KevinDCole/
DATE SIGNED:	10/26/2017

Total Attachments: 16

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ARTICLES OF MERGER

of

THE ORIGINAL FOOTWEAR COMPANY, INC.
(a California corporation)

into

THE ORIGINAL FOOTWEAR COMPANY, INC.
(a Tennessee corporation)

Pursuant to the provisions of Sections 48-21-102 and 48-21-107 of the Tennessee Business Corporation Act (the "Act"), the undersigned execute the following Articles of Merger for the purpose of merging a California corporation with and into a Tennessee corporation as the surviving entity:

1. The names of the parties to the merger are:

The Original Footwear Company, Inc.
(a California corporation)

and

The Original Footwear Company, Inc. (Control No. 877023)
(a Tennessee corporation) (the Surviving Entity)

2. Approval by the sole shareholder of The Original Footwear Company, Inc., a Tennessee corporation, is required by Chapter 21 of the Act. The Plan and Agreement of Merger was approved by the affirmative vote of the required percentage of all of the votes entitled to be cast.

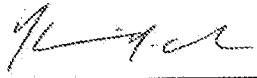
3. The Plan and Agreement of Merger and the performance of its terms were duly authorized by all action required by the laws under which The Original Footwear Company, Inc., a California corporation, was organized and by its Articles of Incorporation.

4. The merger is to be effective as of December 31, 2016, at 11:59 p.m.

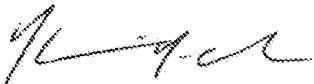
[Signatures Follow on Next Page.]

Dated this 23 day of December, 2016.

THE ORIGINAL FOOTWEAR COMPANY, INC.
(a California corporation)

By: 
Kevin D. Cole, Chief Executive Officer

THE ORIGINAL FOOTWEAR COMPANY, INC.
(a Tennessee corporation)

By: 
Kevin D. Cole, Chief Executive Officer

PLAN AND AGREEMENT OF MERGER

of

THE ORIGINAL FOOTWEAR COMPANY, INC.
(a California corporation)

into

THE ORIGINAL FOOTWEAR COMPANY, INC.
(a Tennessee corporation)

This Plan and Agreement of Merger (this "Agreement"), dated as of December 23, 2016, is made and entered into by and between **The Original Footwear Company, Inc.**, a California corporation ("OFC-CA"), and **The Original Footwear Company, Inc.**, a Tennessee corporation ("OFC-TN"), for the purpose of effecting the merger of OFC-CA with and into OFC-TN (the "Merger") pursuant to which OFC-TN will be the surviving entity (the "Surviving Entity").

1. **Names of Merging Entities.** The name of each entity planning to merge, and the name of the entity that shall survive the Merger are as follows:

(a) Entities planning to merge:

The Original Footwear Company, Inc.
(a California corporation)

The Original Footwear Company, Inc.
(a Tennessee corporation)

(b) Surviving entity:

The Original Footwear Company, Inc.
(a Tennessee corporation)

2. **Terms and Conditions of Merger.**

(a) At the Effective Date (as defined in **Section 4** hereof), OFC-CA shall be merged with and into OFC-TN, and the separate existence of OFC-CA shall thereupon cease. OFC-TN shall be the surviving entity. The existence of OFC-TN, with all its purposes, objects, rights, privileges, powers and franchises, shall continue unaffected and unimpaired by the Merger.

(b) The Surviving Entity shall succeed to all of the rights, privileges, and powers of OFC-TN and OFC-CA; all of the leases, properties and assets of OFC-TN and OFC-CA; and all of the debts, choses in action, and other interests due or belonging to OFC-TN and OFC-CA, and shall be subject to and responsible for all of the debts, liabilities, and duties of OFC-TN and OFC-CA to the fullest extent required by the laws of the State of Tennessee.

(c) If, at any time after the Effective Date, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments, assurances, or any other actions or things are necessary or desirable to vest, perfect, or confirm of record or otherwise in the Surviving Entity its right, title, or interest in, to, or under any of the rights, properties, or assets of OFC-TN or OFC-CA acquired or to be acquired by the Surviving Entity as a result of or in connection with the Merger or to otherwise carry out this Agreement, the President or Chief Executive Officer of the Surviving Entity shall and will be authorized to execute and deliver, in the name and on behalf of the parties hereto or otherwise, all such deeds, bills of sale, assignments, and assurances and to take and do, in the name and on behalf of the parties hereto or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect, or confirm any and all right, title, and interest in, to, and under such rights, properties, or assets in the Surviving Entity or to otherwise carry out this Agreement.

(d) The Charter and Bylaws of OFC-TN as existing and constituted immediately prior to the Effective Date shall be and constitute the Charter and Bylaws of the Surviving Entity.

3. **Conversion of Shares.** The manner and basis of converting the shares of stock of the sole shareholder of OFC-CA into shares of stock in the Surviving Entity shall be as follows:

(a) The shares of stock of the sole shareholder of OFC-CA shall be canceled in consideration of the assumption by the Surviving Entity of all of the assets and liabilities of OFC-CA.

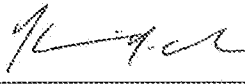
(b) The shares of stock of the sole shareholder of OFC-TN as of the Effective Date shall continue to represent the ownership interests of the Surviving Entity and shall be unaffected by the Merger.

4. **Effective Date.** The "Effective Date" of the Merger shall be December 31, 2016, at 11:59 p.m.

[Signatures Follow on Next Page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE ORIGINAL FOOTWEAR COMPANY, INC.
(a California corporation)

By: 
Kevin D. Cole, Chief Executive Officer

THE ORIGINAL FOOTWEAR COMPANY, INC.
(a Tennessee corporation)

By: 
Kevin D. Cole, Chief Executive Officer

**WRITTEN CONSENT OF SHAREHOLDER AND DIRECTORS
TO ACTIONS TAKEN WITHOUT A MEETING**

THE ORIGINAL FOOTWEAR COMPANY, INC.

December 23, 2016

The undersigned shareholder and directors of **The Original Footwear Company, Inc.**, a California corporation (the "Corporation"), being the sole shareholder and all of the directors of the Corporation, hereby consent to taking the following actions without a meeting, this instrument to have the same force and effect as if the actions had been taken by unanimous vote at a duly-called joint special meeting of the shareholder and the directors held on this date.

Approval of Merger. The following resolutions are hereby adopted for the purpose of approving the merger of the Corporation with and into The Original Footwear Company, Inc., a Tennessee corporation ("OFC-TN"), upon the terms and conditions of a proposed Plan and Agreement of Merger to be effective as of December 31, 2016, at 11:59 p.m.

WHEREAS, the shareholder and the directors of the Corporation have reviewed and considered the proposed terms under which the Corporation is to be merged with and into OFC-TN; and

WHEREAS, the shareholder and the directors of the Corporation believe that the merger of OFC-TN and the Corporation upon the terms and conditions set forth in the Plan and Agreement of Merger presented to the shareholder by the Board of Directors is in the best interest of the Corporation and its shareholder; and

WHEREAS, the Board of Directors of the Corporation has recommended that the Plan and Agreement of Merger be approved by the shareholder of the Corporation;

BE IT RESOLVED, that the Plan and Agreement of Merger, in the form attached hereto as **Exhibit A**, pursuant to which the Corporation will be merged into OFC-TN, and the outstanding shares of stock of the Corporation will be canceled, is deemed to be in the best interest of the Corporation and its shareholder and is hereby approved and adopted by the shareholder and the directors of the Corporation; and further

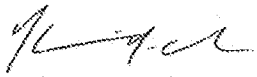
RESOLVED, that Kevin D. Cole, Chief Executive Officer of the Corporation, is hereby authorized, empowered and directed by the shareholder and the directors of the Corporation to take all steps necessary to approve, execute and implement the said Plan and Agreement of Merger, including, without limitation, the filing of Articles of Merger with any necessary government offices or officials; and further

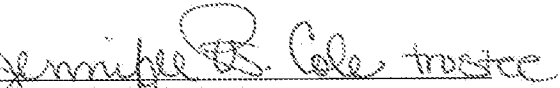
RESOLVED, that all other acts of the Chief Executive Officer of the Corporation which are in conformity with and in furtherance of the purposes and intent of these resolutions, are hereby approved, ratified and confirmed.

IN WITNESS WHEREOF, the undersigned shareholder and directors of the Corporation, by signing this consent, waive all notice of the date, time, place and purpose of a joint special meeting of the shareholder and the directors, and agree to the transaction of the business hereinabove set forth by written consent of the said shareholder and directors in lieu of such meeting. The shareholder and the directors have executed this written consent as of the date first above written, and it shall be filed with the minutes of the proceedings of the shareholder and the directors.

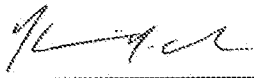
SHAREHOLDER:

THE COLE FAMILY TRUST UNDER
INSTRUMENT DATED MARCH 19, 2003

By: 
Kevin D. Cole, Co-Trustee

By: 
Jennifer D. Cole, Co-Trustee

DIRECTORS:


Kevin D. Cole

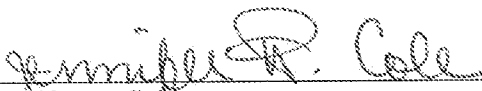

Jennifer D. Cole

Exhibit A
Form of Plan and Agreement of Merger
(attached)

3567986.3

ARTICLES OF MERGER

of

THE ORIGINAL FOOTWEAR COMPANY, INC.
(a California corporation)

into

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2. Approval by the sole shareholder of The Original Footwear Company, Inc., a Tennessee corporation, is required by Chapter 21 of the Act. The Plan and Agreement of Merger was approved by the affirmative vote of the required percentage of all of the votes entitled to be cast.

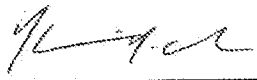
3. The Plan and Agreement of Merger and the performance of its terms were duly authorized by all action required by the laws under which The Original Footwear Company, Inc., a California corporation, was organized and by its Articles of Incorporation.

4. The merger is to be effective as of December 31, 2016, at 11:59 p.m.

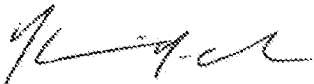
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By: 
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(b) The Surviving Entity shall succeed to all of the rights, privileges, and powers of OFC-TN and OFC-CA; all of the leases, properties and assets of OFC-TN and OFC-CA; and all of the debts, choses in action, and other interests due or belonging to OFC-TN and OFC-CA, and shall be subject to and responsible for all of the debts, liabilities, and duties of OFC-TN and OFC-CA to the fullest extent required by the laws of the State of Tennessee.

(c) If, at any time after the Effective Date, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments, assurances, or any other actions or things are necessary or desirable to vest, perfect, or confirm of record or otherwise in the Surviving Entity its right, title, or interest in, to, or under any of the rights, properties, or assets of OFC-TN or OFC-CA acquired or to be acquired by the Surviving Entity as a result of or in connection with the Merger or to otherwise carry out this Agreement, the President or Chief Executive Officer of the Surviving Entity shall and will be authorized to execute and deliver, in the name and on behalf of the parties hereto or otherwise, all such deeds, bills of sale, assignments, and assurances and to take and do, in the name and on behalf of the parties hereto or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect, or confirm any and all right, title, and interest in, to, and under such rights, properties, or assets in the Surviving Entity or to otherwise carry out this Agreement.

(d) The Charter and Bylaws of OFC-TN as existing and constituted immediately prior to the Effective Date shall be and constitute the Charter and Bylaws of the Surviving Entity.

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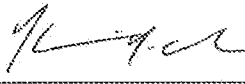
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Kevin D. Cole, Chief Executive Officer

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**WRITTEN CONSENT OF SHAREHOLDER AND DIRECTORS
TO ACTIONS TAKEN WITHOUT A MEETING**

THE ORIGINAL FOOTWEAR COMPANY, INC.

December 23, 2016

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Approval of Merger. The following resolutions are hereby adopted for the purpose of approving the merger of the Corporation with and into The Original Footwear Company, Inc., a Tennessee corporation ("OFC-TN"), upon the terms and conditions of a proposed Plan and Agreement of Merger to be effective as of December 31, 2016, at 11:59 p.m.

WHEREAS, the shareholder and the directors of the Corporation have reviewed and considered the proposed terms under which the Corporation is to be merged with and into OFC-TN; and

WHEREAS, the shareholder and the directors of the Corporation believe that the merger of OFC-TN and the Corporation upon the terms and conditions set forth in the Plan and Agreement of Merger presented to the shareholder by the Board of Directors is in the best interest of the Corporation and its shareholder; and

WHEREAS, the Board of Directors of the Corporation has recommended that the Plan and Agreement of Merger be approved by the shareholder of the Corporation;

BE IT RESOLVED, that the Plan and Agreement of Merger, in the form attached hereto as **Exhibit A**, pursuant to which the Corporation will be merged into OFC-TN, and the outstanding shares of stock of the Corporation will be canceled, is deemed to be in the best interest of the Corporation and its shareholder and is hereby approved and adopted by the shareholder and the directors of the Corporation; and further

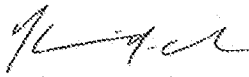
RESOLVED, that Kevin D. Cole, Chief Executive Officer of the Corporation, is hereby authorized, empowered and directed by the shareholder and the directors of the Corporation to take all steps necessary to approve, execute and implement the said Plan and Agreement of Merger, including, without limitation, the filing of Articles of Merger with any necessary government offices or officials; and further

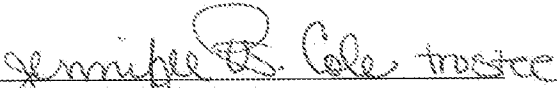
RESOLVED, that all other acts of the Chief Executive Officer of the Corporation which are in conformity with and in furtherance of the purposes and intent of these resolutions, are hereby approved, ratified and confirmed.

IN WITNESS WHEREOF, the undersigned shareholder and directors of the Corporation, by signing this consent, waive all notice of the date, time, place and purpose of a joint special meeting of the shareholder and the directors, and agree to the transaction of the business hereinabove set forth by written consent of the said shareholder and directors in lieu of such meeting. The shareholder and the directors have executed this written consent as of the date first above written, and it shall be filed with the minutes of the proceedings of the shareholder and the directors.

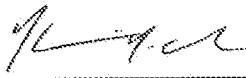
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Jennifer D. Cole, Co-Trustee

DIRECTORS:


Kevin D. Cole

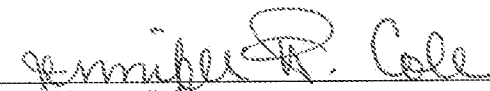

Jennifer D. Cole

Exhibit A
Form of Plan and Agreement of Merger
(attached)

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