

MLD 5-86-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

06-13-2000



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

06/12/2000 JSHABAZZ 00000176 75896232

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

**Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231**

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/896232"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Cathy L. Roche
Name of Person Signing

Cathy Roche
Signature

5/22/00
Date Signed

ARTICLES OF MERGER

(Domestic, for-profit Corporation with Foreign, for-profit corporation)

1999 DEC 20 AM 9:00

A. Name and state of incorporation of the merging (**non-surviving**) corporation(s):

Name: Big Toe Sports, Inc.	State of Incorporation: Wisconsin
Name:	State of Incorporation:

B. Name (prior to any amendment in the Plan of Merger to change the name) and state of incorporation of the **surviving** corporation:

Name: Big Toe Sports.com, Inc.	State of Incorporation: Delaware
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C. The adopted Plan of Merger (the "Plan") is attached as Exhibit A.

D. The Plan was approved by each foreign corporation that is a party to the merger in accordance with the laws of the state under which it was incorporated, and by each domestic corporation that is a party to the merger in accordance with *(select and (X) mark one of the following)*

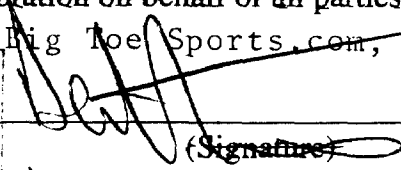
() Sec. 180.1103, Wis. Stats. **OR** (X) Sec. 180.1104, Wis. Stats.

E. (OPTIONAL) These articles of merger, when filed, shall be effective *(See instructions. Select, complete and (X) mark one of the following)*

(X) At the time and date set by sec. 180.0123(1), Wis. Stats. **OR** () as of _____ (date)

F. Executed on May 11, 1999 (date) by the surviving corporation on behalf of all parties to the merger.

Big Toe Sports.com, Inc.


(Signature)

Daniel J. Nuthals
(Printed Name)

Title: (X) President () Secretary **DEC 28 1999**
or other officer title _____

This document was drafted by Edward J. Byrnes
(Name of the individual who drafted the document)

PLAN OF MERGER

See Attached

I. Name and state of incorporation of the merging (**non-surviving**) corporation(s):

Name:	State of Incorporation:
Name:	State of Incorporation:

II. Name (prior to any amendment in the Plan of Merger to change the name) and state of incorporation of the **surviving** corporation:

Name:	State of Incorporation:
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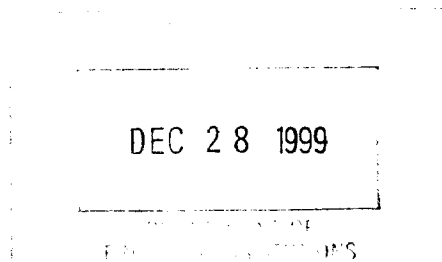
III. State the terms and conditions of the merger:

IV. State the manner and basis of converting the shares of each non-surviving corporation:

- (A) into shares, obligations or other securities of the surviving (or any other) corporation; or
- (B) into cash or other property, in whole or part:

V. State any amendments to the surviving **domestic** corporation's articles of incorporation (see item 2 of the instructions):

VI. State any other provisions:



ARTICLES OF MERGER (Ch. 180, domestic, for-profit corporation with foreign, for-profit corporation)

Γ

Please indicate here where you would like the acknowledgment copy of the filed document sent. Please include complete name and mailing address.

L

Your phone number during the day: (781) 932 - 9453

INSTRUCTIONS (Ref. sec. 180.1101, 1105 and 180.1107, Wis. Stats. for document content)

Submit one original and one exact copy to Dept. of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with a **FILING FEE of \$50.00 or more**, payable to the department. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Av, 3rd Floor, Madison WI, 53703). This document can be made available in alternate formats upon request to qualifying individuals with disabilities. The original must include an original manual signature, per sec. 180.0120(3)(c), Wis. Stats. Upon filing, the information in this document becomes public and might be used for purposes other than that for which it was originally furnished. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577.

A. State the name and state of incorporation of the merging (non-surviving) corporations in item A.

B. State the name and state of incorporation of the surviving corporation in item B. If the Plan of Merger includes an amendment changing the name of the survivor, state the name prior to giving effect to the amendment.

C. PLAN OF MERGER: Supply the Plan of Merger as Exhibit A to the articles of merger. The plan of merger must contain all the information asked for in items I thru IV. If the plan includes an amendment to the articles of incorporation of the surviving domestic corporation's, set forth the amendment in item V.

D. In item D, indicate the statutory provision under which the Plan of Merger was approved with respect to the domestic corporation. Sec. 180.1103 generally requires that a merger be approved by the (voting) shareholders and directors of each domestic corporation that is a party to the merger. Sec. 180.1104 refers to parent-subsidary mergers. Review, select and mark (X) the applicable statutory reference.

E. The effective date of the merger will be set by the provisions of sec. 180.0123(1), Wis. Stats., unless the articles declare a delayed effective date. Such delayed effective date must be within 90 days after the date the articles are received by the department for filing. There is no provision for declaring an effective date earlier than the date the articles of merger are received by the department for filing.

F. Enter the date of execution and the name and title of the person signing the document. The document must be signed by one of the following: An **officer** of the corporation (or incorporator if directors have not been elected), or a court-appointed receiver, trustee or fiduciary. A director is **not** empowered to sign.

G. If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner.

FILING FEE - Fee is **\$50.00** for each domestic and licensed foreign corporation that are parties to the merger. If the survivor is a domestic corporation, **add one cent** for each share it will have authorized to issue after the merger, **less a credit** at the same rate for each share presently authorized by each domestic corporation that is a party to the merger.

AGREEMENT OF MERGER

PLAN AND AGREEMENT OF MERGER dated as of this 11th day of May, 1999, by and between BIG TOE SPORTS, INC., a Wisconsin corporation ("BT") and BIG TOE SPORTS.COM, INC., a Delaware corporation ("Big Toe").

W I T N E S S E T H :

WHEREAS, BT was incorporated under the laws of the State of Wisconsin on December 3, 1993,

WHEREAS, Big Toe was incorporated under the laws of the State of Delaware on May 10, 1999,

WHEREAS, all of the outstanding shares of stock of Big Toe are presently held by BT, and

WHEREAS, the stockholders of BT and Big Toe desire BT to be merged with and into Big Toe.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, the parties hereto agree that, in accordance with the provisions of the Business and Wisconsin Corporation Law of the State of Delaware, BT be merged with and into Big Toe and that the terms and conditions of such merger and the mode of carrying the same into effect are and shall be as follows:

ARTICLE I

MERGER

BT hereby merges into itself Big Toe and BT and Big Toe shall be and hereby are merged into Big Toe. The corporate existence of Big Toe, with its name and all its purposes, powers and objects, shall continue unaffected and unimpaired by the merger, and BT with all its respective purposes, powers and objects, shall be merged into Big Toe and Big Toe shall be fully vested therewith. The separate existence of BT shall cease as soon as the merger shall become effective as herein provided.

The purposes, powers and objects of Big Toe shall be the same as those of Big Toe as set forth in its Certificate of Incorporation filed with the Secretary of State of Delaware and said purposes, powers and objects are hereby incorporated by reference as if set forth herein in their entirety.

ARTICLE II

EFFECTIVE DATE

The merger shall be effective as of the date of filing. At such time all rights, privileges, powers and franchises and all property, real, personal and mixed, and all debts due to BT shall be vested in Big Toe, and all debts, liabilities and duties of BT shall attach to Big Toe, and all operations of each of Big Toe and BT subsequent to such date shall be for the account of Big Toe.

ARTICLE III

ARTICLES OF ORGANIZATION

Upon the effective date of the merger, the Certificate of Incorporation of Big Toe, as in effect on the effective date of the merger, shall continue in full force and effect as the Certificate of Incorporation of Big Toe, until altered or amended as provided by law.

ARTICLE IV

BY-LAWS

Upon the effective date of the merger, the By-Laws of Big Toe, as in effect on the effective date of the merger, shall continue in full force and effect as the By-Laws of Big Toe, until altered or amended as provided by law or by the By-Laws.

ARTICLE V

STOCK OF CORPORATION

The total number of shares and the par value of each class of stock which Big Toe is to be authorized to issue shall be the same as that which Big Toe is now authorized to issue.

ARTICLE VI

DIRECTORS AND OFFICERS

The directors and officers of Big Toe who shall hold office from the effective date of the merger until the annual meeting of stockholders of Big Toe and until their successors are chosen and qualify according to law and the By-Laws of Big Toe shall be the directors and officers of Big Toe holding office at the effective date of the merger.

ARTICLE VII

MANNER AND BASIS OF CONVERTING SHARES

BT

The share of Common Stock of ~~Big Toe~~ outstanding on the effective date of the merger shall be surrendered to Big Toe for cancellation and no additional shares of stock of Big Toe shall be issued or issuable in respect thereof.

ARTICLE VIII

TERMS AND CONDITIONS OF MERGER

Upon the merger becoming effective, all the property, rights, immunities, privileges, powers, franchises, public or private, patents, trademarks, licenses, registrations and other assets of every kind and description of BT and all debts due to BT on whatever account, including subscriptions to shares and all other things in action and all and every other interest belonging to or due to BT, shall be transferred to, vested in and devolve upon Big Toe without further act or deed and shall be thereafter as effectually the property of Big Toe as they were of BT, and the title to any real estate, whether vested by deed or otherwise in BT, shall not revert or be in any way impaired by reason of the merger; and Big Toe shall thenceforth be responsible for all the debts, liabilities, obligations and duties of BT, and all said debts, liabilities, obligations and duties shall thenceforth attach to Big Toe and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it, but the liabilities of BT or of its stockholders, trustees or officers shall not be affected, nor shall the rights of creditors or of any person dealing with Big Toe or BT, or either of them, or any liens upon the property of Big Toe or BT, be impaired by the merger, and all rights of creditors and all liens upon any property of either BT or Big Toe shall be preserved unimpaired, and any action or proceeding pending by or against either of BT or Big Toe may be prosecuted to judgment the same as if the merger had not taken place, which judgment shall bind Big Toe, or Big Toe may be proceeded against or substituted in its place. If at any time after the effective date of the merger Big Toe shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest, perfect or confirm, on record or otherwise, in Big Toe, the title to any property or rights of BT acquired or to be acquired by reason of, or as a result of, the merger, BT and its officers and directors shall and will execute and deliver or cause to be executed and delivered all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in Big Toe, and otherwise to carry out the

purposes of this Agreement, and the officers and directors of Big Toe and the officers and directors of BT are fully authorized in the name of BT or otherwise to take any and all such action.

All acts, plans, policies, approvals and authorization of stockholders, trustees, officers and agents of BT which were valid and effective immediately prior to the effective date of the merger shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of Big Toe and shall be as effective and binding thereon as the same were with respect to BT. The employees of BT shall become the employees of Big Toe and continue to be entitled to the same rights and benefits which they respectively enjoyed as employees of BT.

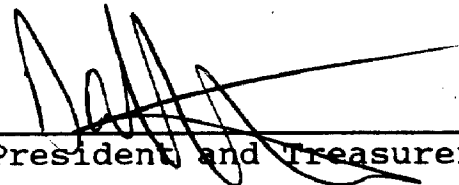
ARTICLE IX

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

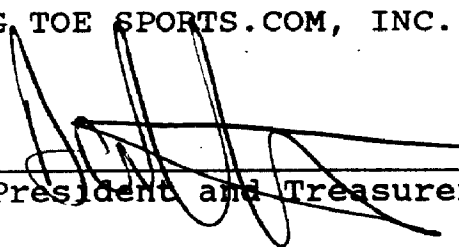
IN WITNESS WHEREOF, this Agreement has been signed and sealed by the duly authorized officers of Big Toe and BT all as of the day and year first above written.

BIG TOE SPORTS, INC.

By 

President and Treasurer

BIG TOE SPORTS.COM, INC.

By 

President and Treasurer

