Attorney Docket No.: B2010-2028

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Circa Footwear (a California corporation)
Foursquare Outerwear (a California corporation);
Forum Snowboards, Inc. (a California corporation); and
Special Blend LLC (a Delaware corporation)

[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[ ] Corporation –
[ ] Other

Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

3. Nature of conveyance:

[ ] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[X] Other: **Agreement and Plan of Merger**

Execution Date: December 7, 2001

2. Name and address of receiving party(ies)

Name: **Four Star Distribution**
Internal Address:
Street Address: 900 Calle Negocio
San Clemente, CA 92673

[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[X] Corporation-State of California
[ ] Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] yes [ ] no
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [X] No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s): 2,207,535
2,748,113

Additional numbers attached? [X] Yes [ ] No

5. Name and address of party to whom correspondence Concerning document should be mailed:

Name: Ann Lamport Hammitte, Esq.
Address: LOWRIE, LANDO & ANASTASI, LLP
Riverfront Office Park
One Main Street
Cambridge, MA 02142

6. Total number of applications and registrations involved: [7]

7. Total fee (37 CFR 3.41).....**$190.00**
[ ] Enclosed

8. The Commissioner is hereby authorized to charge **$190.00,** or any deficiencies or overpayments to Deposit Account No. 50/2762, Ref. Nos. B2010-2000; B2010-2008; B2010-2009; B2010-2026; B2010-2027; B2010-2028; B2010-2029;

CH $190.00 502762 2207535

DO NOT USE THIS SPACE

9. 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.

Ann Lamport Hammitte — Name
Signature
07/26/05 — Date

Total number of pages including cover sheet, attachments, and document: [10]

Mail documents to be recorded with required cover sheet information to:
ASSIGNMENT RECORDATION SERVICES
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

4. Additional Trademark Registration Nos.:

2,717,203

2,266,961

1,822,913

2,075,203

2,132,855

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of December 7, 2001, by and among: Four Star Distribution, a California corporation (the "Surviving Entity"); Circa Footwear, a California corporation and a wholly owned subsidiary of the Surviving Entity ("Disappearing Entity No. 1"); Foursquare Outerwear, a California corporation and a wholly owned subsidiary of the Surviving Entity ("Disappearing Entity No. 2"); Forum Snowboards, Inc., a California corporation and a wholly owned subsidiary of the Surviving Entity ("Disappearing Entity No. 3"); and Special Blend LLC, a Delaware limited liability company and a wholly owned subsidiary of the Surviving Entity ("Disappearing Entity No. 4"). Disappearing Entity No. 1, Disappearing Entity No. 2, Disappearing Entity No. 3 and Disappearing Entity No. 4 are sometimes individually referred to as, a "Disappearing Entity" and collectively as, the "Disappearing Entities."

RECITALS:

A. The Surviving Entity and each of the Disappearing Entities intend to effect mergers of the Disappearing Entities into the Surviving Entity (each, a "Merger" and collectively, the "Mergers") in accordance with this Agreement, the California General Corporation Law and the Delaware General Corporation Laws, as applicable. Upon consummation of the Mergers, each Disappearing Entity will cease to exist.

B. Pursuant to and in accordance with Sections 151, 152 and 1110 of the California General Corporation Law the parties intend to effect a Merger of each of Disappearing Entity No. 1, Disappearing Entity No. 2 and Disappearing Entity No. 3 with and into the Surviving Entity, and accordingly, the board of directors of the Surviving Entity has adopted and approved this Agreement and the terms of the Mergers of Disappearing Entity No. 1, Disappearing Entity No. 2 and Disappearing Entity No. 3 with and into the Surviving Entity as set forth herein.

D. Pursuant to and in accordance with Section 1110(a) of the California General Corporation Law, approval of neither the board of directors of Disappearing Entity No. 1, Disappearing Entity No. 2 and Disappearing Entity No. 3 nor the shareholders of Disappearing Entity No. 1, Disappearing Entity No. 2, Disappearing Entity No. 3 and the Surviving Entity is required as each of Disappearing Entity No. 1, Disappearing Entity No. 2 and Disappearing Entity No. 3 is a wholly-owned subsidiary of the Surviving Entity.

E. Pursuant to and in accordance with Sections 151, 152 and 1113 of the California General Corporation Law and Section 18-209 of the Delaware Limited Liability Company Act, the parties intend to effect a Merger of Disappearing Entity No. 4 with and into the Surviving Entity and accordingly, the shareholders and board of directors of the Surviving Entity and the members and mangers of Disappearing Entity No. 4 have approved this Agreement and the terms of the Merger Disappearing Entity No. 4 with and into the Surviving Entity as set forth herein.

AGREEMENT

NOW, THEREFORE, the parties do hereby adopt the agreement and plan of merger encompassed by this Agreement and do hereby agree that each of the Disappearing

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Entities shall merge with and into the Surviving Entity on the following terms, conditions, and other provisions:

1. Description of Transactions. Effective upon January 1, 2002 or such date when this Agreement is made effective in accordance with applicable law (the "Effective Date"), each of the Disappearing Entities shall be merged with and into the Surviving Entity.

2. Effect of the Merger.

a. Existence. On the Effective Date, the separate existence of each of the Disappearing Entities shall cease. The Surviving Entity will continue as the surviving entity in the Mergers and will continue unimpaired and unaffected by the Mergers under its present name as governed by the California General Corporation Law.

b. Additional Effects. The Mergers shall have the additional effects as set forth in this Agreement and in the applicable provisions of the California General Corporation Law and the Delaware General Corporations Laws, as applicable.

c. Further Action. If, at any time after the Effective Date, any further action is determined by the Surviving Entity to be necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Entity with full right, title and possession of and to all rights and property of the Disappearing Entities, the officers and directors of the Surviving Entity and the Surviving Entity shall be fully authorized (in the name of each of the Disappearing Entities and otherwise) to take such action.

3. Stock and Membership Interest of the Disappearing Entities.

a. Common Stock. Upon the Effective Date, the previously outstanding shares of common stock of each of Disappearing Entity No. 1, Disappearing Entity No. 2 and Disappearing Entity No. 3 (collectively, the "Disappearing Common Stock"), registered in the name of the Surviving Entity shall, by reason of the Mergers of Disappearing Entity No. 1, Disappearing Entity No. 2 and Disappearing Entity No. 3 with and into the Surviving Entity, be retired without consideration and shall cease to exist as such. After the aforementioned Mergers, the current shareholders of the Surviving Entity shall own shares of the Surviving Entity in the same proportion owned by such shareholders prior to such Mergers.

b. Membership Interests. Upon the Effective Date, the membership interests in Disappearing Entity No. 4 (the "Disappearing Membership Interests"), registered in the name of the Surviving Entity shall, by reason of the Merger of Disappearing Entity No. 4 with and into the Surviving Entity, be cancelled without consideration and shall cease to exist as such. After the aforementioned Merger, the current shareholders of the Surviving Entity shall own shares of the Surviving Entity in the same proportion owned by such shareholders prior to such Merger.

c. Cessation of Rights. Upon and after the Effective Date, holders of certificates representing shares of capital stock or membership interests, as the case may be, of

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the Disappearing Entities that were outstanding immediately prior to the Effective Date shall cease to have any rights as shareholders or members, as the case may be.

4. Rights and Duties of the Surviving Entity. On the Effective Date and for all purposes, the Surviving Entity shall thereupon and thereafter possess all the rights, privileges, immunities, licenses and franchises (whether of a public or private nature) of the Disappearing Entities; and all property (real, personal and mixed), all debts due on whatever account, all choses in action, and all and every other interest of or belonging to or due to the Disappearing Entities shall continue and be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed; and the title to any real estate, or any interest therein, vested in the Disappearing Entities shall not revert or be in any way impaired by reason of the Mergers; and the Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of the Disappearing Entities; and, to the extent permitted by law, any claim existing, or action or proceeding pending, by or against the Disappearing Entities may be prosecuted as if the Mergers had not taken place, or the Surviving Entity may be substituted in the place of such corporation or organization, as the case may be. Neither the rights of creditors nor any liens upon the property of the Disappearing Entities shall be impaired by the Mergers. If at any time the Surviving Entity shall consider or be advised that any further assignment or assurances in law or any other actions are necessary or desirable to vest the title of any property or rights of the Disappearing Entities in the Surviving Entity according to the terms hereof, the officers, directors or managers, as the case may be, of the Disappearing Entities are empowered to execute and make all such proper assignments and assurances and do any and all other things necessary or proper to vest title to such property or other rights in the Surviving Entity, and otherwise to carry out the purposes of this Agreement.

5. Charter Documents, Directors And Officers.

a. Articles of Incorporation and Bylaws. The present Articles of Incorporation of the Surviving Entity as in effect on the Effective Date, shall continue to be the Articles of Incorporation of the Surviving Entity until further amended in accordance with the provisions thereof and applicable law. The present Bylaws of the Surviving Entity, as in effect on the Effective Date, shall continue to be the Bylaws of the Surviving Entity without change or amendment until further amended in accordance with the provisions thereof and applicable law.

b. The Surviving Entity Directors and Officers. The present directors of the Surviving Entity shall continue in office for their current terms and until their successors are elected and qualified, or until their death, resignation or removal. The present officers of the Surviving Entity shall remain officers of the Surviving Entity on the Effective Date and shall serve at the pleasure of the Board of Directors.

6. Miscellaneous

a. Abandonment. At any time before the Effective Date, this Agreement may be terminated and any or all of the Mergers may be abandoned by the respective boards of directors and managers, as the case may be, of the Disappearing Entities and the Surviving Entity. If this Agreement is terminated pursuant to this Section 6a, this Agreement shall become

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void and of no further force or effect, with no liability or obligation on the part of the Disappearing Entities or the Surviving Entity or the directors, officers, managers, shareholders or members thereof.

b. Amendment. At any time before the Effective Date, this Agreement may be amended, modified or supplemented by the respective boards of directors and managers, as the case may be, of the Disappearing Entities and the Surviving Entity.

c. Approval by Shareholders and Members. Pursuant to Section 1110(a) of the California General Corporation Law, the respective shareholders and the board of directors of Disappearing Entity No. 1, Disappearing Entity No. 2 and Disappearing Entity No. 3 and the shareholders of the Surviving Entity are not required to approve the Mergers of Disappearing Entity No. 1, Disappearing Entity No. 2 and Disappearing Entity No. 3 with and into the Surviving Entity because the Surviving Entity is the sole shareholder of all of the outstanding shares of each of Disappearing Entity No. 1, Disappearing Entity No. 2 and Disappearing Entity No. 3. The Board of Directors of Surviving Entity has approved this Agreement and the terms of the Mergers of Disappearing Entity No. 1, Disappearing Entity No. 2 and Disappearing Entity No. 3 with and into the Surviving Entity. Accordingly, the Mergers of Disappearing Entity No. 1, Disappearing Entity No. 2 and Disappearing Entity No. 3 with and into the Surviving Entity have been duly authorized in the manner prescribed by the laws of the State of California (in particular, Section 1110 of the California General Corporation Law). Pursuant to and in accordance with Section 1113 of the California General Corporation Law and Section 18-209 of the Delaware Limited Liability Company Act, the board of directors and shareholders of the Surviving Entity and the mangers and members of the Disappearing Entity No. 4 have approved this Agreement and the terms of the Merger of Disappearing Entity No. 4 with and into Surviving Entity. Accordingly, the Merger of Disappearing Entity No. 4 with and into Surviving Entity has been duly authorized in the manner prescribed by the laws of the State of California (in particular, Section 1113 of the California General Corporation Law) and the State of Delaware (in particular, Section 18-209 of the Delaware Limited Liability Company Act).

d. Required Filings and Acts. Each of the Disappearing Entities and the Surviving Entity hereby agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of California and the State of Delaware, as applicable, and that they will cause to be performed all necessary acts within the State of California and the State of Delaware, as applicable, to effectuate the Mergers as provided for herein.

e. Further Acts and Documentation. The managers, board of directors and the proper officers, as the case may be, of each of the Disappearing Entities and of the Surviving Entity, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement or of the Mergers as provided for herein.

f. Attorneys' Fees. If any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the

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prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

g. Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by facsimile) to the address or facsimile telephone number set forth beneath the name of such party below (or to such other address or facsimile telephone number as such party shall have specified in a written notice given to the other parties hereto):

If to the Surviving Entity:	Four Star Distribution 900 Calle Negocio San Clemente, CA 92673 Attention: Markus O. Böhi
If to Disappearing Entity No. 1:	Circa Footwear 900 Calle Negocio San Clemente, CA 92673 Attention: Markus O. Böhi
If to Disappearing Entity No. 2:	Foursquare Outerwear 900 Calle Negocio San Clemente, CA 92673 Attention: Markus O. Böhi
If to Disappearing Entity No. 3:	Forum Snowboards, Inc. 900 Calle Negocio San Clemente, CA 92673 Attention: Markus O. Böhi
If to Disappearing Entity No. 4:	Special Blend LLC 900 Calle Negocio San Clemente, CA 92673 Attention: Markus O. Böhi

h. 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.

i. Headings. The underlined headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

j. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to conflicts of laws principles thereof).

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k. Successors and Assigns. This Agreement shall be binding upon each of parties hereto and its successors and assigns. This Agreement shall inure to the benefit of parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, this Agreement, having first been duly approved by the respective managers and board of directors of the parties hereto, as the case may be, and the members and shareholders of the parties hereto, as the case may be, if and as required by applicable law, is hereby executed on behalf of each of those entities and attested by their respective managers and officers thereunto duly authorized.

FOUR STAR DISTRIBUTION,
a California corporation

By: _____
Raul A. Ries, Jr., its President

FOUR STAR DISTRIBUTION,
a California corporation

By: _____
Markus O. Böhi, its CEO

ATTEST:

By: _____
Markus O. Böhi, its Secretary

CIRCA FOOTWEAR,
a California corporation

By: _____
Raul A. Ries, Jr., its President

CIRCA FOOTWEAR,
a California corporation

By: _____
Markus O. Böhi, its CEO

ATTEST:

By: _____
Markus O. Böhi, its Secretary

[signature page continues on following page]

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FOURSQUARE OUTERWEAR,
a California corporation

By: _____
Raul A. Ries, Jr., its President

FOURSQUARE OUTERWEAR,
a California corporation

By: _____
Markus O. Böhi, its CEO

ATTEST:

By: _____
Markus O. Böhi, its Secretary

FORUM SNOWBOARDS, INC.,
a California corporation

By: _____
Raul A. Ries, Jr., its President

FORUM SNOWBOARDS, INC.,
a California corporation

By: _____
Markus O. Böhi, its CEO

ATTEST:

By: _____
Markus O. Böhi, its Secretary

SPECIAL BLEND LLC,
a Delaware limited liability company

By: _____
Raul A. Ries, Jr., its Manager

SPECIAL BLEND LLC,
a Delaware limited liability company

By: _____
Markus O. Böhi, its Manager