

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cooperative Sports LLC, d/b/a CoSport		12/31/2005	LIMITED LIABILITY COMPANY: NEW JERSEY

**RECEIVING PARTY DATA**

Name:	Global Sports Consultants, LLC d/b/a Jet Set Sports
Street Address:	196 Route 202 North
Internal Address:	P.O. Box 366
City:	Far Hills
State/Country:	NEW JERSEY
Postal Code:	07931
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	78689523	COSPORT
Serial Number:	78689512	COSPORT
Serial Number:	78689520	COSPORT
Serial Number:	78228988	CS
Serial Number:	78228985	CS
Serial Number:	78228982	CS
Serial Number:	78228534	COSPORT
Serial Number:	75691673	COSPORT
Serial Number:	75691672	COSPORT
Serial Number:	74152531	COSPORT
Serial Number:	74152529	COSPORT

CH \$340.00 78689523

Serial Number:	78228991	CS
Serial Number:	78228528	COSPORT

**CORRESPONDENCE DATA**

Fax Number: (703)770-7901  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-663-8000  
Email: va-logocops@pillsburywinthrop.com  
Correspondent Name: Patrick J. Jennings  
Address Line 1: 2300 N Street, N.W.  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	41905/000002
NAME OF SUBMITTER:	Patrick J. Jennings
Signature:	/Pat Jennings/
Date:	09/27/2006

**Total Attachments: 8**  
source=Jet Set Sports CoSport Merger Agreement#page1.tif  
source=Jet Set Sports CoSport Merger Agreement#page2.tif  
source=Jet Set Sports CoSport Merger Agreement#page3.tif  
source=Jet Set Sports CoSport Merger Agreement#page4.tif  
source=Jet Set Sports CoSport Merger Agreement#page5.tif  
source=Jet Set Sports CoSport Merger Agreement#page6.tif  
source=Jet Set Sports CoSport Merger Agreement#page7.tif  
source=Jet Set Sports CoSport Merger Agreement#page8.tif

*Merger By & Betveen*

*Global Sports Consultants, LLC  
d/b/a Jet Set Sports*

*&*

*Cooperative Sports, LLC  
d/b/a CoSport*

**UNANIMOUS CONSENT OF SPECIAL MEETING OF MEMBERS**  
**OF COOPERATIVE SPORTS, LLC d/b/a CoSPORT,**  
**A NEW JERSEY LIMITED LIABILITY COMPANY**

The undersigned, being all of the members of Cooperative Sports, LLC d/b/a CoSport, a New Jersey Limited Liability Company, do hereby unanimously consent to the following action taken under the provisions of New Jersey law:

RESOLVED, that Sead Dizdarevic, as Managing Member, acting as such, solely or in conjunction with any one or more of the other members of the Limited Liability Company, be and hereby is authorized and empowered to take, from time to time, all or any part of the following actions on or in behalf of the Limited Liability Company:

To consummate a merger by and between the Limited Liability Company and Global Sports Consultants, LLC d/b/a Jet Set Sports as outlined within an Agreement and Plan of Merger dated as of December 31, 2005 between the Limited Liability and Jet Set Sports, to execute a Certificate of Merger/Consolidation and file same with the New Jersey Division of Revenue, such documents are annexed hereto and made a part of this consent, and to further execute on behalf of the Limited Liability Company any such other documents as may be required to effectuate the transaction contemplated thereby; and it is

FURTHER RESOLVED, that all acts and deeds heretofore done by any officer or member of the Limited Liability Company for and on behalf of the Limited Liability Company in entering into, executing, acknowledging or attesting any arrangements, agreements, instruments or documents, or in otherwise carrying out the terms and intentions of these consents, are hereby ratified, approved and confirmed.


DATED: December 23, 2005

**Members**

**Percentage Owned Signatures**

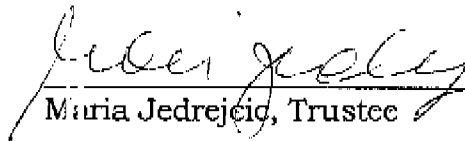
Sead Dizdarevic

85%

  
 Sead Dizdarevic, Managing Member

Charles Thomas McGrath and Maria Jedrejic, Trustees of the Dizdarevic Children Irrevocable Trust Agreement dated October 10, 1997

15%

  
 Maria Jedrejic, Trustee

**UNANIMOUS CONSENT OF SPECIAL MEETING OF MEMBERS  
OF GLOBAL SPORTS CONSULTANTS, LLC d/b/a JET SET SPORTS,  
A NEW JERSEY LIMITED LIABILITY COMPANY**


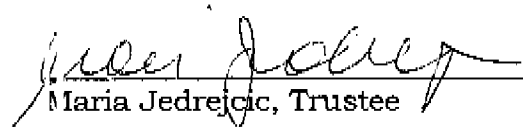
The undersigned, being all of the members of Global Sports Consultants LLC d/b/a Jet Set Sports, a New Jersey Limited Liability Company, do hereby unanimously consent to the following action taken under the provisions of New Jersey law:

RESOLVED, that Sead Dizdarevic, as Managing Member, acting as such, solely or in conjunction with any one or more of the other members of the Limited Liability Company, be and hereby is authorized and empowered to take, from time to time, all or any part of the following actions on or in behalf of the Limited Liability Company:

To consummate a merger by and between the Limited Liability Company and Cooperative Sports, LLC d/b/a CoSport as outlined within an Agreement and Plan of Merger dated as of December 31, 2005 between the Limited Liability and CoSport, to execute a Certificate of Merger/Consolidation and file same with the New Jersey Division of Revenue, such documents are annexed hereto and made a part of this consent, and to further execute on behalf of the Limited Liability Company any such other documents as may be required to effectuate the transaction contemplated thereby; and it is

FURTHER RESOLVED, that all acts and deeds heretofore done by any officer or member of the Limited Liability Company for and on behalf of the Limited Liability Company in entering into, executing, acknowledging or attesting any arrangements, agreements, instruments or documents, or in otherwise carrying out the terms and intentions of these consents, are hereby ratified, approved and confirmed.

DATED: December 2<sup>nd</sup>, 2005

<b>Members</b>	<b>Percentage Owned</b>	<b>Signatures</b>
Sead Dizdarevic	78.19%	 Sead Dizdarevic, Managing Member
Charles Thomas McGrath and Maria Jedrejic, Trustees of the Dizdarevic Children Irrevocable Trust Agreement dated October 10, 1997	21.81%	 Maria Jedrejic, Trustee

act or deed; and all such property, rights and privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging LLC shall be thereafter as effectually the property of the Surviving LLC as they were of the Merging LLC.

1.4 From and after the Effective Time, the Surviving LLC shall be subject to all the duties and liabilities of a limited liability company organized under the New Jersey Limited Liability Company Act and shall be liable and responsible for all the liabilities and obligations of the Constituent LLCs. The rights of the creditors of the Constituent LLCs, or of any person dealing with such limited liability companies, or any liens upon the property of such limited liability companies, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such limited liability companies may be prosecuted to judgment as if this merger had not taken place, or the Surviving LLC may be proceeded against or substituted in place of the Merging LLC. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the Surviving LLC shall continue unaffected and unimpaired by this merger.

## **ARTICLE II**

### **Terms and Conditions of the Merger**

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective at 5:00 pm on December 31, 2005, pursuant to Section 42:2B-20 of the New Jersey Limited Liability Company Act (NJSA 42:2B-1 *et seq.*). The time and date of such effectiveness is referred to in this Agreement as the "Effective Time".

2.2 Prior to the Effective Time, the Constituent LLCs shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving LLC shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving LLC full title to all of the property, assets, rights, privileges and franchises of the Constituent LLCs, or either of them, the Members of the Constituent LLCs shall execute and deliver all such instruments and take all such further actions as the Surviving LLC may determine to be necessary or desirable in order to vest in and confirm to the Surviving LLC title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

### **ARTICLE III**

#### **Charter and Operating Agreement; Members**

3.1 The Certificate of Formation of Jet Set Sports, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Certificate of Formation of the Surviving LLC until duly amended in accordance with law, and no change to such Certificate of Formation shall be effected by the merger.

3.2 The Operating Agreement of Jet Set Sports, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Operating Agreement of the Surviving LLC until duly amended in accordance with law, and no change to such Operating Agreement shall be effected by the merger.

3.3 The persons who are the Members of Jet Set Sports immediately prior to the Effective Time shall, after the merger, continue as the Members of the Surviving LLC without change, to serve, subject to the provisions of the Operating Agreement of the Surviving LLC, until their successors have been duly elected and qualified in accordance with the laws of the State of New Jersey and the Certificate of Formation and Operating Agreement of the Surviving LLC.

### **ARTICLE IV**

#### **Conversion of Membership Interest**

4.1 The Surviving LLC presently has issued and outstanding one hundred (100) units of voting membership interest (Jet Set Sports Voting Membership Interest) which units are the only outstanding membership units of the Surviving Corporation.

4.2 The Merging LLC presently has issued an outstanding one hundred (100) units of voting membership interest (CoSport Voting Membership Interest).

4.3 At the Effective Time, each issued and outstanding unit of CoSport Voting Membership Interest shall be converted into 6.0532 units of Jet Set Sports Voting Membership Interest, and such units shall be issued to the members of the merging LLC as follows:

- 5.1457 to Sead Dizdarevic
- 0.9075 to Charles Thomas McGrath and Maria Jedrejic, Trustees of the Dizdarevic Children Irrevocable Trust Agreement dated October 10, 1997.

**Agreement and Plan of Merger of  
Cooperative Sports, LLC d/b/a CoSport With and Into  
Global Sports Consultants, LLC d/b/a Jet Set Sports**

**THIS AGREEMENT AND PLAN OF MERGER** is made and entered into as of December 31, 2005, by and between Cooperative Sports, LLC d/b/a CoSport ("CoSport"), a limited liability company organized and existing under the laws of the State of New Jersey (CoSport being hereinafter sometimes referred to as the "Merging LLC") and Global Sports Consultants, LLC d/b/a Jet Set Sports ("Jet Set Sports"), a limited liability company organized and existing under the laws of the State of New Jersey (Jet Set Sports being hereinafter sometimes referred to as the "Surviving LLC"), said two limited liability companies being hereinafter sometimes referred to collectively as the "Constituent LLCs";

**WHEREAS**, the Members of each of the Constituent LLCs deem it advisable and in the best interests of the Constituent LLCs that CoSport be merged with and into Jet Set Sports, with Jet Set Sports being the Surviving LLC, under and pursuant to the laws of the State of New Jersey and on the terms and conditions set forth herein;

**NOW THEREFORE**, the parties hereto agree as follows:

**ARTICLE I**

**Merger**

1.1 CoSport shall be merged with and into Jet Set Sports in accordance with the laws of the State of New Jersey. The separate limited liability existence of CoSport shall thereby cease, and Jet Set Sports shall be the Surviving LLC.

1.2 The name which the Surviving LLC is to have after the merger shall be "Global Sports Consultants, LLC d/b/a Jet Set Sports".

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging LLC shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Surviving LLC shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Certificate of Formation, of the Constituent LLCs. All the rights, privileges, powers and franchises of the Merging LLC, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging LLC, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving LLC without further



As of the completion of the merger, the units of Jet Set Sports Membership Interest shall be owned as follows:

- 83.3357 by Sead Dizdarevic (78.58%)
- 22.7175 by Charles Thomas McGrath and Maria Jedrejic, Trustees of the Dizdarevic Children Irrevocable Trust Agreement dated October 10, 1997 (21.42%)

## **ARTICLE V**

### **Miscellaneous**

5.1 Notwithstanding anything herein to the contrary, the Members of either of the Constituent LLCs may, in their sole discretion and at any time prior to the filing with the Secretary of State of New Jersey of the necessary Certificate of Merger/Consolidation giving effect to the merger, by authorization duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interest of the respective Constituent LLCs. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent LLCs or its Members in respect to this Agreement and Plan.

5.2 All of the Members of CoSport and Jet Set Sports, at independent duly conveyed meetings of the membership, have approved and consented to this Agreement and Plan of Merger, as required by New Jersey law.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized Managing Members of the Constituent LLCs pursuant to the authorization by the Managing Members of the Constituent LLCs, all as of the day and year first above written.

*[Signature Page Continues]*

GLOBAL SPORTS CONSULTANTS, LLC  
d/b/a Jet Set Sports,  
a New Jersey Limited Liability Company

By: Sead Dizdarevic  
Sead Dizdarevic, Managing Member

COOPERATIVE SPORTS, LLC  
d/b/a CoSport,  
a New Jersey Limited Liability Company

By: Sead Dizdarevic  
Sead Dizdarevic, Managing Member