

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/14/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Holly Hunt Ltd.		06/12/2006	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Holly Hunt Enterprises, Inc.
Street Address:	801 W. Adams Street
Internal Address:	Suite 700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60607
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77323851	GREAT OUTDOORS A HOLLY HUNT COLLECTION

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 609-7838
 Email: podonoghue@vedderprice.com
 Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.
 Address Line 1: 222 North LaSalle Street
 Address Line 2: Suite 2500
 Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	39478.07.0001
NAME OF SUBMITTER:	Patricia O'Donoghue

CH \$40.00 77323851

Signature:	/Patricia O'Donoghue/
Date:	08/01/2008
Total Attachments: 15 source=Merger Documents#page1.tif source=Merger Documents#page2.tif source=Merger Documents#page3.tif source=Merger Documents#page4.tif source=Merger Documents#page5.tif source=Merger Documents#page6.tif source=Merger Documents#page7.tif source=Merger Documents#page8.tif source=Merger Documents#page9.tif source=Merger Documents#page10.tif source=Merger Documents#page11.tif source=Merger Documents#page12.tif source=Merger Documents#page13.tif source=Merger Documents#page14.tif source=Merger Documents#page15.tif	

Form **BCA-14.35** REPORT FOLLOWING MERGER OR CONSOLIDATION

(Rev. Jan. 2003)

File # 5726-017-3

Jesse White
 Secretary of State
 Department of Business Services
 Springfield, IL 62756
 Telephone (217) 782-6961
 http://www.cyberdriveillinois.com

Remit payment in check or money order, payable to "Secretary of State."

DO NOT SEND CASH

This space for use by Secretary of State

Date

Franchise Tax \$
 Filing Fee \$ 5.00
 Penalty \$
 Interest

Approved:

1. CORPORATE NAME: HUNT ENTERPRISES OF ILLINOIS, INC.

2. STATE OR COUNTRY OF INCORPORATION: ILLINOIS

3. Issued shares of each corporation party to the merger prior to the merger:

Corporation	Class	Series	Par Value	Number of Shares
Hunt Enterprises of Illinois, Inc.	Common	n/a	none	1,000
Great Plains Ltd.	Common	n/a	none	1,600
The Holly Hunt Collection Ltd.	Common	n/a	none	100
Holly Hunt Ltd.	Common	n/a	none	100,000

4. Paid-in Capital of each corporation party to the merger prior to the merger:

Corporation	Paid-in Capital
Hunt Enterprises of Illinois, Inc. ("Survivor")	\$ 1,000
Great Plains Ltd. ("GPL")	\$ 2,975
The Holly Hunt Collection Ltd. ("THHC")	\$ 100
Holly Hunt Ltd. ("HHL")	\$ 64,000
Holly Hunt Miami, Inc. ("Miami")	\$ 100

5. Description of the merger: (Include effective date and a brief explanation of the conversion as stated in the plan of merger.)

Effective 01/01/04, GPL, THHC, HHL and Miami were merged into Survivor. The 1,000 common shares of Survivor were cancelled and not exchanged for shares of the surviving corporation. The issued common shares of the 4 non-surviving corporations were exchange for an aggregate of 100,000 common shares of the surviving corporation as follows: GPL for 18,495; THHC for 50,404; HHL for 27,641 and Miami for 3,460.

6. Issued shares after merger:

Class	Series	Par Value	Number of Shares
Common	n/a	none	100,000

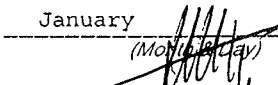
7. Paid-in Capital of the surviving or new corporation: \$ 68,175

("Paid-in Capital" replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts.)

ITEM 8 MUST BE SIGNED

8. The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true.

Dated January, 2004, HUNT ENTERPRISES OF ILLINOIS, INC.
 (Month) (Year) (Exact Name of Corporation)


 (Any Authorized Officer's Signature)

Holly Hunt, Chief Executive Officer
 (Type or Print Name and Title)

FORM **BCA 11.25** (rev. Dec. 2003)
**ARTICLES OF MERGER,
CONSOLIDATION OR EXCHANGE**
Business Corporation Act

Jesse White, Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-6961
www.cyberdriveillinois.com

Remit payment in the form of a
check or money order payable
to the Secretary of State.

FILED

DEC 31 2003

**JESSE WHITE
SECRETARY OF STATE**

The filing fee is \$100, but if merger or
consolidation involves more than 2
corporations, \$50 for each additional
corporation.

File #

5726-017-3

Filing Fee: \$

250.00

Approved: 


Submit in duplicate

Type or Print clearly in black ink

Do not write above this line

NOTE: Strike inapplicable words in items 1, 3 and 4.

1. Names of the corporations proposing to ~~consolidate~~ ^{merge} ~~exchange shares~~, and the state or country of their incorporation:

Name of Corporation	State or Country of Incorporation	Corporation File Number
<u>Hunt Enterprises of Illinois, Inc.</u>	<u>Illinois</u>	<u>57260173</u> 
<u>Great Plains Ltd.</u>	<u>Illinois</u>	<u>58451908</u>
<u>Holly Hunt Miami, Inc.</u>	<u>Florida</u>	<u>n/a</u>
<u>The Holly Hunt Collection Ltd.</u>	<u>Illinois</u>	<u>58451916</u>
<u>Holly Hunt Ltd.</u>	<u>Illinois</u>	<u>52182689</u>

2. The laws of the state or country under which each corporation is incorporated permits such merger, consolidation or exchange.

3. (a) Name of the ~~surviving~~ ^{surviving} corporation: Hunt Enterprises of Illinois, Inc.

- (b) it shall be governed by the laws of: Illinois

If not sufficient space to cover this point, add one or more sheets of this size.

4. Plan of ~~consolidation~~ ^{merger} ~~exchange~~ is as follows:

SEE ATTACHED

5. Plan of ~~consolidation~~ ^{merger} ~~exchange~~ was approved, as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

(The following items are not applicable to mergers under § 11.30 — 90% owned subsidiary provisions. See Article 7.)

(Only "X" one box for each Illinois corporation)

Name of Corporation	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken. (§ 11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with § 7.10 (§ 11.20)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20
Hunt Enterprises of Illinois, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Great Plain Ltd.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The Holly Hunt Collection Ltd.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Holly Hunt Ltd.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

N/A 6. (Not applicable if surviving, new or acquiring corporation is an Illinois corporation)

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

- The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.
- The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and
- The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.

7. (Complete this item if reporting a merger under § 11.30—90% owned subsidiary provisions.)

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. (Not applicable to 100% owned subsidiaries)

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was _____, _____
 (Month & Day) (Year)

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received? Yes No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated December 31, 2003 Hunt Enterprises of Illinois, Inc.
 (Month & Day) (Year) (Exact Name of Corporation)

 (Any authorized officer's signature)
Holly Hunt, Chief Executive Officer
 (Type or Print Name and Title)

Dated December 31, 2003 Great Plains Ltd.
 (Month & Day) (Year) (Exact Name of Corporation)

 (Any authorized officer's signature)
Holly Hunt, Chief Executive Officer
 (Type or Print Name and Title)

Dated December 31, 2003 Holly Hunt Miami, Inc.
 (Month & Day) (Year) (Exact Name of Corporation)

 (Any authorized officer's signature)
Holly Hunt, Chief Executive Officer
 (Type or Print Name and Title)

C-195.10

7. (Complete this item if reporting a merger under § 11.30—90% owned subsidiary provisions.)

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. (Not applicable to 100% owned subsidiaries)

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was _____ (Month & Day), _____ (Year).

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received? Yes No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated December 31, 2003
(Month & Day) (Year)

The Holly Hunt Collection Ltd.
(Exact Name of Corporation)

[Signature]
(Any authorized officer's signature)
Holly Hunt, Chief Executive Officer
(Type or Print Name and Title)

Dated December 31, 2003
(Month & Day) (Year)

Holly Hunt Ltd.
(Exact Name of Corporation)

[Signature]
(Any authorized officer's signature)
Holly Hunt, Chief Executive Officer
(Type or Print Name and Title)

Dated _____, _____
(Month & Day) (Year)

(Exact Name of Corporation)

(Any authorized officer's signature)

(Type or Print Name and Title)

C-195.10

AGREEMENT AND PLAN OF MERGER

OF

**THE HOLLY HUNT COLLECTION LTD.,
HOLLY HUNT LTD.,
GREAT PLAINS LTD.
AND
HOLLY HUNT MIAMI, INC.**

WITH AND INTO

HUNT ENTERPRISES OF ILLINOIS, INC.

This AGREEMENT AND PLAN OF MERGER, dated as of December 31, 2003 (this "Agreement and Plan of Merger"), is made by and among Hunt Enterprises of Illinois, Inc., an Illinois Corporation ("Hunt Enterprises"), The Holly Hunt Collection Ltd., an Illinois Corporation ("Holly Hunt Collection"), Holly Hunt Ltd., an Illinois Corporation ("Holly Hunt Ltd."), Great Plains Ltd., an Illinois Corporation ("Great Plains"), and Holly Hunt Miami, Inc., a Florida Corporation ("Holly Hunt Miami" and, together with Hunt Enterprises, Holly Hunt Collection, Holly Hunt Ltd. and Great Plains, the "Companies").

RECITALS

WHEREAS, the Boards of Directors of each of the Companies deem it advisable and desirable and in the best interests of their respective Companies and their respective shareholders that, upon the terms and subject to the conditions herein stated, each of Holly Hunt Collection, Holly Hunt Ltd., Great Plains and Holly Hunt Miami be merged with and into Hunt Enterprises pursuant to the Illinois Business Corporation Act of 1983, as amended (the "IBC Act") (and with respect solely to the merger of Holly Hunt Miami into Hunt Enterprises, the Florida Business Corporation Act (the "Florida Act")) and that Hunt Enterprises be the surviving corporation (the "Mergers");

WHEREAS, the Companies intend for each Merger to qualify for U.S. federal income tax purposes as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, immediately following the Mergers, the common stock, no par value per share, of Hunt Enterprises shall be owned as set forth in Exhibit A.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

TRADEMARK

REEL: 003827 FRAME: 0856

ARTICLE I
The Mergers

1.1 At the Effective Time (as hereinafter defined), (a) each of Holly Hunt Collection, Holly Hunt Ltd. and Great Plains will be merged with and into Hunt Enterprises in accordance with Section 11.05 of the IBCA and (b) Holly Hunt Miami will be merged with and into Hunt Enterprises in accordance with Section 11.35 of the IBCA and Sections 607.1101 and 607.1107 of the Florida Act. Following the Mergers, Hunt Enterprises will continue as the sole surviving corporation (the "Surviving Company") and the separate existence of each of Holly Hunt Collection, Holly Hunt Ltd., Great Plains and Holly Hunt Miami will cease.

ARTICLE II
Effective Time

2.1 If this Agreement and Plan of Merger is duly adopted by (a) the affirmative vote of the shareholders of each of Hunt Enterprises, Holly Hunt Collection, Holly Hunt Ltd. and Great Plains holding at least two-thirds of the shares entitled to vote on this Agreement and Plan of Merger and (b) by the affirmative vote of the shareholder of Holly Hunt Miami holding at least a majority of the shares entitled to vote on this Agreement and Plan of Merger, and is not terminated in accordance with Section 4 hereof, articles of merger reflecting this Agreement and Plan of Merger will be (x) executed by each of Hunt Enterprises, Holly Hunt Collection, Holly Hunt Ltd., and Great Plains and filed with the Illinois Secretary of State in accordance with Section 11.25 of the IBCA and (y) executed by Hunt Enterprises and Holly Hunt Miami and filed with the Florida Department of State in accordance with Section 607.1105 of the Florida Act.

2.2 The Mergers will become effective as of 12:01 a.m. (C.S.T.) on January 1, 2004 (the "Effective Time") as set forth in the articles of merger to be filed with the Illinois Secretary of State and the Florida Secretary of State, or such later time as may be agreed to by the Companies and as may be set forth therein.

ARTICLE III
Effects of the Merger

3.1 General Effects. The Merger will have the effects set forth in Section 11.50 of the IBCA and Section 607.1106 of the Florida Act. Without limiting the generality of the foregoing, as of the Effective Time, all properties, rights, privileges and powers of each of Holly Hunt Collection, Holly Hunt Ltd., Great Plains and Holly Hunt Miami will vest in the Surviving Company and all debts, liabilities and obligations of each of Holly Hunt Collection, Holly Hunt Ltd., Great Plains and Holly Hunt Miami will become debts, liabilities and obligations of the Surviving Company.

3.2 Conversion of Stock. At the Effective Time:

(a) Each share of common stock, no par value per share, of Holly Hunt Collection ("Holly Hunt Collection Stock") issued and outstanding immediately prior to the

Effective Time shall, by virtue of the Mergers and without any action on the part of the holder thereof, be converted into the right to receive 504.04 validly issued, fully paid and nonassessable shares of common stock, no par value per share, of Hunt Enterprises (“Surviving Company Stock”). At the Effective Time, all of the Holly Hunt Collection Stock converted into the right to receive Surviving Company Stock pursuant to this Section 3.2(a) shall, by virtue of the Mergers and without any action on the part of the holders thereof, cease to be outstanding, be cancelled and cease to exist, and each holder of a certificate theretofore representing any such shares of Holly Hunt Collection Stock shall thereafter cease to have any rights with respect to such shares of Holly Hunt Collection Stock, except the right to receive, upon the surrender of such certificate (or other appropriate action) in accordance with this Section 3.2(a), the number of Surviving Company Stock specified above.

(b) Each share of common stock, no par value per share, of Holly Hunt Ltd. (“Holly Hunt Ltd. Stock”) issued and outstanding immediately prior to the Effective Time shall, by virtue of the Mergers and without any action on the part of the holder thereof, be converted into the right to receive 0.27641 validly issued, fully paid and nonassessable shares of Surviving Company Stock. At the Effective Time, all of the Holly Hunt Ltd. Stock converted into the right to receive Surviving Company Stock pursuant to this Section 3.2(b) shall, by virtue of the Mergers and without any action on the part of the holders thereof, cease to be outstanding, be cancelled and cease to exist, and each holder of a certificate theretofore representing any such shares of Holly Hunt Ltd. Stock shall thereafter cease to have any rights with respect to such shares of Holly Hunt Ltd. Stock, except the right to receive, upon the surrender of such certificate (or other appropriate action) in accordance with this Section 3.2(b), the number of Surviving Company Stock specified above.

(c) Each share of common stock, no par value per share, of Great Plains (“Great Plains Stock”) issued and outstanding immediately prior to the Effective Time shall, by virtue of the Mergers and without any action on the part of the holder thereof, be converted into the right to receive 11.559 validly issued, fully paid and nonassessable shares of Surviving Company Stock. At the Effective Time, all of the Great Plains Stock converted into the right to receive Surviving Company Stock pursuant to this Section 3.2(c) shall, by virtue of the Mergers and without any action on the part of the holders thereof, cease to be outstanding, be cancelled and cease to exist, and each holder of a certificate theretofore representing any such shares of Great Plains Stock shall thereafter cease to have any rights with respect to such shares of Great Plains Stock, except the right to receive, upon the surrender of such certificate (or other appropriate action) in accordance with this Section 3.2(c), the number of Surviving Company Stock specified above.

(d) Each share of common stock, par value \$1.00 per share, of Holly Hunt Miami (“Holly Hunt Miami Stock”) issued and outstanding immediately prior to the Effective Time shall, by virtue of the Mergers and without any action on the part of the holder thereof, be converted into the right to receive 34.6 validly issued, fully paid and nonassessable shares of Surviving Company Stock. At the Effective Time, all of the Holly Hunt Miami Stock converted into the right to receive Surviving Company Stock pursuant to this Section 3.2(d) shall, by virtue of the Mergers and without any action on the part of the holders thereof, cease to be outstanding, be cancelled and cease to exist, and each holder of a certificate theretofore representing any such

shares of Holly Hunt Miami Stock shall thereafter cease to have any rights with respect to such shares of Holly Hunt Miami Stock, except the right to receive, upon the surrender of such certificate (or other appropriate action) in accordance with this Section 3.2(d), the number of Surviving Company Stock specified above.

(e) Each share of capital stock of Hunt Enterprises issued and outstanding immediately prior to the Effective Time shall, by virtue of the Mergers, automatically cease to be outstanding and shall be cancelled, and no shares of Surviving Company Stock shall be delivered in exchange therefore.

(f) All shares of capital stock that are owned as treasury stock by any of the Companies and all shares of capital stock of Holly Hunt Collection, Holly Hunt Ltd., Great Plains and Holly Hunt Miami other than the Holly Hunt Collection Stock, Holly Hunt Ltd. Stock, Great Plains Stock and Holly Hunt Miami Stock shall, by virtue of the Mergers, automatically cease to be outstanding, shall be cancelled and shall cease to exist, and no shares of Surviving Company Stock shall be delivered in exchange therefor.

(g) Notwithstanding anything to the contrary set forth herein, no fractional shares of Surviving Company Stock shall be issued in connection with the Mergers. Each fractional share to which a shareholder having the right to receive Surviving Company Stock in accordance with this Section 3.2 would otherwise be entitled will be rounded to the nearest whole share.

3.3 Articles of Incorporation and Bylaws. At the Effective Time, the Articles of Incorporation and Bylaws of Hunt Enterprises, as amended through the Effective Time, will be the Articles of Incorporation and Bylaws of the Surviving Company until further amended in accordance with the provisions thereof and of applicable law.

3.4 Name. The name of the Surviving Company will be "Hunt Enterprises of Illinois, Inc."

3.5 Directors and Officers. The directors and officers of Hunt Enterprises immediately prior to the Effective Time will be the directors and officers, respectively, of the Surviving Company, and will hold office from the Effective Time in accordance with the Articles of Incorporation and Bylaws of the Surviving Company until their respective successors are duly elected or appointed.

ARTICLE IV Amendment and Termination

4.1 At any time prior to the Effective Time, this Agreement and Plan of Merger may be amended, to the fullest extent permitted by applicable law, by an agreement in writing duly approved by the Boards of Directors of each of the Companies.

4.2 At any time prior to the Effective Time, notwithstanding the adoption of this Agreement and Plan of Merger by the shareholders of each of the Companies, this Agreement

and Plan of Merger may be terminated and abandoned by the Board of Directors of any or all of the Companies.

ARTICLE V
Certain Agreements of the Parties

5.1 General. In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement and Plan of Merger, each of the parties will take such further action (including the execution and delivery of such further instruments and documents) as another party reasonably may request, at the sole cost and expense of the requesting party.

5.2 Tax Matters. Any sales, transfer, use or other similar taxes imposed as a result of the transactions contemplated by this Agreement and Plan of Merger and all recording, transfer and other similar taxes and fees payable as a result of the public recordation of the instruments of conveyance hereunder shall be borne by the recipient of shares of stock triggering such taxes.

5.3 Consents. The parties shall cooperate after the Effective Time to obtain all material consents, approvals or authorizations of any governmental entities or third parties that are not obtained prior to the Effective Time and that are required in connection with the transactions contemplated by this Agreement and Plan of Merger.

ARTICLE VI
Miscellaneous

6.1 Expenses. Each of Holly Hunt Collection, Holly Hunt Ltd., Great Plains and Holly Hunt Miami will each bear all respective legal, accounting and other costs and expenses incurred by it or on its behalf, and a portion, to be determined in good faith by Hunt Enterprises, of any legal, accounting and other costs and expenses incurred by or on behalf of Hunt Enterprises, in connection with this Agreement and Plan of Merger and the transactions contemplated hereby.

6.2 Governing Law. This Agreement and Plan of Merger will be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of Illinois to be applied.

6.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same Agreement.

6.4 Entire Agreement. This Agreement and all of the documents, agreements and certificates executed and/or delivered in connection herewith or therewith, constitute the entire agreement among the parties in connection with the transactions contemplated hereby and supersede any prior or contemporaneous understandings, agreements or representations by or among the parties, written or oral, that may have related in any way to the subject matter hereof.

6.5 No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person or entity other than the parties hereto, their respective shareholders, and their respective successors and permitted assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A

Pre-Merger and Post-Merger Shares

Shareholder	Pre-Merger Shares (Converted Post-Merger)					SUNBEL Company Shares
	Holly Hunt Inc. - Illinois, Inc.	Holly Hunt Collection, Inc.	Holly Hunt, Inc.	Great Plains Inc.	Holly Hunt Miami, Inc.	
Holly Hunt	1,000					0
Holly Hunt, or any successor in interest, as trustee of the Holly Hunt Revocable Trust, dated April 1, 1996		70	86,175	1,060	55	73,259
Preston Hunt, trustee of the Hunt Family Trust			13,825		45	5,378
Hunt Robert Tackbary		10		180		7,121
Ryan Jett Tackbary		10		180		7,121
Trent N. Tackbary		10		180		7,121

FORM **BCA 10.30** (rev. Dec. 2003)
ARTICLES OF AMENDMENT
Business Corporation Act

Secretary of State
Department of Business Services
Springfield, IL 62756
217-782-1832
www.cyberdriveillinois.com

FILED
JUN 14 2006
JESSE WHITE
SECRETARY OF STATE

Remit payment in the form of a check or money order payable to Secretary of State.

File # 57260173 Filing Fee: \$50 Approved: [Signature]

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

1. Corporate Name (See Note 1 on page 4.): HUNT ENTERPRISES OF ILLINOIS, INC.

2. Manner of Adoption of Amendment:
The following amendment to the Articles of Incorporation was adopted on JUNE 12, 2006
in the manner indicated below: Month & Day Year

Mark an "X" in one box only.

- By a majority of the incorporators, provided no directors were named in the Articles of Incorporation and no directors have been elected. (See Note 2 on page 4.)
- By a majority of the board of directors, in accordance with Section 10.10, the Corporation having issued no shares as of the time of adoption of this amendment. (See Note 2 on page 4.)
- By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment. (See Note 3 on page 4.)
- By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the Articles of Incorporation were voted in favor of the amendment. (See Note 4 on page 4.)
- By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10. (See Notes 4 and 5 on page 4.)
- By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment. (See Note 5 on page 4.)

3. Text of Amendment:
a. When amendment effects a name change, insert the New Corporate Name below. Use page 2 for all other amendments.
Article I: Name of the Corporation: HOLLY HUNT ENTERPRISES, INC.
New Name

(All changes other than name include on page 2.)

Text of Amendment

- b. If amendment affects the corporate purpose, the amended purpose is required to be set forth in its entirety.
For more space, attach additional sheets of this size.

4. The manner, if not set forth in Article 3b, in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows (If not applicable, insert "No change"):

NO CHANGE

5. a. The manner, if not set forth in Article 3b, in which said amendment effects a change in the amount of paid-in capital is as follows (if not applicable, insert "No change"):
(Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts.)

NO CHANGE

- b. The amount of paid-in capital as changed by this amendment is as follows (if not applicable, insert "No change"):
(Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts.)
(See Note 6 on page 4.)


	Before Amendment	After Amendment
Paid-in Capital:	\$ _____	\$ <u>NO CHANGE</u>

Complete either Item 6 or Item 7 below. All signatures must be in BLACK INK.

6. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Dated JUNE 12, 2006, _____, _____
Month & Day Year

HUNT ENTERPRISES OF ILLINOIS, INC.
Exact Name of Corporation



Any Authorized Officer's Signature
RICHARD C. MEYER, SECRETARY
Name and Title (type or print)

7. If amendment is authorized pursuant to Section 10.10 by the incorporators, the incorporators must sign below, and type or print name and title.

OR

If amendment is authorized by the directors pursuant to Section 10.10 and there are no officers, a majority of the directors, or such directors as may be designated by the board, must sign below, and type or print name and title.

The undersigned affirms, under penalties of perjury, that the facts stated herein are true and correct.

Dated _____, _____
Month & Day Year

