

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/01/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NORDIC GEAR INC.		03/15/2005	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	TURTLE FUR COMPANY
Street Address:	Lamoille Industrial Park
Internal Address:	P.O. Box 1010
City:	Morrisville
State/Country:	VERMONT
Postal Code:	05661
Entity Type:	CORPORATION: VERMONT

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2208052	NORDIC GEAR
Registration Number:	2219945	NORDIC GEAR
Registration Number:	2147424	NORDIC GEAR

**CORRESPONDENCE DATA**

Fax Number: 8026581456  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 802-658-0220  
 Email: amanitsky@gravelshea.com  
 Correspondent Name: Andrew D Manitsky  
 Address Line 1: 76 St Paul Street  
 Address Line 2: Gravel & Shea PC  
 Address Line 4: Burlington, VERMONT 05401

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NAME OF SUBMITTER:	Andrew D Manitsky
Signature:	/Andrew D Manitsky/
Date:	01/24/2013
<b>Total Attachments: 6</b> source=DOC015#page1.tif source=DOC015#page2.tif source=DOC015#page3.tif source=DOC015#page4.tif source=DOC015#page5.tif source=DOC015#page6.tif	

STATE OF VERMONT  
OFFICE OF SECRETARY OF STATE

Certificate of Merger

I, Deborah L. Markowitz, Vermont Secretary of State, do hereby certify that

**NORDIC GEAR INC.**

a New York domestic company

merged into

**TURTLE FUR COMPANY**

a Vermont domestic corporation

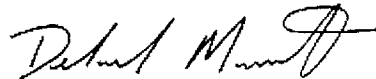
effective in this office on April 1, 2005.

The name of the surviving company is

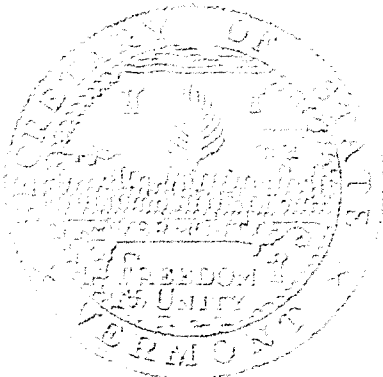
**TURTLE FUR COMPANY**

March 23, 2005

Given under my hand and the seal  
of the State of Vermont, at  
Montpelier, the State Capital



Deborah Markowitz  
Secretary of State



**ARTICLES OF MERGER**

**OF**

**NORDIC GEAR INC.**

**WITH AND INTO**

**TURTLE FUR COMPANY**

Pursuant to the provisions of the Vermont Business Corporation Act, the undersigned corporations hereby execute the following Articles of Merger for the purpose of merging Nordic Gear Inc., a New York corporation, with and into Turtle Fur Company, a Vermont corporation.

**ARTICLE 1**  
**Plan of Merger**

The plan of merger is set forth in a Plan and Agreement of Merger between Turtle Fur Company and Nordic Gear Inc. A copy of such Plan and Agreement of Merger is attached hereto as Exhibit "A" and is hereby incorporated herein by reference.

**ARTICLE 2**  
**Name, Jurisdiction and Incorporation Date**

Turtle Fur Company's Certificate of Incorporation was filed with the Vermont Secretary of State on April 20, 2001.

Nordic Gear Inc.'s Certificate of Incorporation was filed with the New York Department of State on February 18, 1992.

**ARTICLE 3**  
**Shares Outstanding**

As to each corporation, the number of shares outstanding is:

Turtle Fur Company	100 shares
Nordic Gear Inc.	10 shares

No outstanding shares of any class are entitled to vote as a class.

**ARTICLE 4**  
**Shares Voted**

As to each corporation, the merger and the Plan and Agreement of Merger were approved by its sole director and its sole shareholder. The number of shares voted for and against such plan, respectively, are:

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	<u>Voted For</u>	<u>Voted Against</u>
Turtle Fur Company	100 shares	0
Nordic Gear Inc.	10 shares	0

No shares of any class were entitled to vote as a class.

**ARTICLE 5**  
**Amendments or Changes in the Certificate of Incorporation**

No amendments or changes in the Certificate of Incorporation of the Turtle Fur Company are to be effected by the merger.

**ARTICLE 6**  
**Effective Date**

The merger shall become effective upon the filing of Articles of Merger with the Vermont Secretary of State and the filing of a Certificate of Merger with the New York Department of State or, if later, on April 1, 2005. At the effective time of the merger, the separate existence of Nordic Gear shall cease.

Dated at Morrisville County of Lamoille and State of Vermont, this 15<sup>th</sup> day of March, 2005.

IN PRESENCE OF:

Brenda Snow  
Witness

TURTLE FUR COMPANY

By: Richard Sontag  
Richard Sontag, President

and By: Laurie M. Hammond  
LAURIE M. HAMMOND Secretary

Brenda Snow  
Witness

NORDIC GEAR INC.

By: Richard Sontag  
Richard Sontag, President and Secretary

Exhibit "A"

**PLAN AND AGREEMENT OF MERGER**

This Plan and Agreement of Merger (the "Agreement") is entered into by **TURTLE FUR COMPANY**, a Vermont corporation ("Turtle Fur") and **NORDIC GEAR INC.** ("Nordic Gear"), a New York corporation. Turtle Fur and Nordic Gear are hereinafter sometimes collectively referred to as the "Constituent Corporations."

Background

1. All of the issued and outstanding shares of capital stock of Turtle Fur and Nordic Gear are owned by Richard Sontag (the "Shareholder").
2. The Shareholder and the Constituent Corporations desire that the Constituent Corporations be merged and that Turtle Fur be the surviving corporation in such merger.

N O W , T H E R E F O R E ,

In consideration of the premises and of the mutual agreements and covenants herein contained, it is agreed that Nordic Gear shall be merged into Turtle Fur, which shall be the surviving corporation, and that the terms and conditions of such merger, and the manner of carrying it into effect are as follows:

Section 1. **Surviving Corporation**. From and after the effective time of the merger, the surviving corporation (the "Surviving Corporation") shall be Turtle Fur Company.

Section 2. **Effective Time of the Merger**. The merger shall become effective upon the filing of the Articles of Merger with the Vermont Secretary of State or, if later, on April 1, 2005. At the effective time of the merger, the separate existence of Nordic Gear shall cease.

Section 3. **Governing Law; Certificate of Incorporation**. The laws which are to govern the Surviving Corporation are the laws of the State of Vermont. From and after the effective time of the merger, the Certificate of Incorporation of Turtle Fur shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation, and shall remain in effect thereafter until the same shall be further amended or altered in accordance with applicable law and the provisions of such Certificate. No amendments or changes in the Certificate of Incorporation of Turtle Fur are to be effected by the merger.

Section 4. **Bylaws**. From and after the effective time of the merger, the Bylaws of Turtle Fur as then in effect shall be the Bylaws of the Surviving Corporation, and shall continue in full force and effect until amended or altered in accordance with applicable law and the provisions of such Bylaws.

Section 5. **Directors and Officers**. The sole director of Turtle Fur at the effective time of the merger shall be the sole director of the Surviving Corporation until his successor is duly elected and qualified. Subject to the authority of the Board of Directors as provided by law and the Bylaws of the Surviving Corporation, the officers of Turtle Fur at the effective time of the merger shall be the officers of the Surviving Corporation.

Section 6. **Shares Outstanding; Shares Votes**. As to each corporation, no outstanding shares of any class are entitled to vote as a class, and the number of shares outstanding is:

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Turtle Fur Company	100 shares
Nordic Gear Inc.	10 shares

As to each corporation, the merger and the Plan and Agreement of Merger were approved by its sole director and its sole shareholder. No shares of any class were entitled to vote as a class, and the number of shares voted for and against such plan, respectively, are:

	<u>Voted For</u>	<u>Voted Against</u>
Turtle Fur Company	100 shares	0
Nordic Gear Inc.	10 shares	0

Section 7. **Conversion of Shares.** The manner of converting shares of the Constituent Corporations into shares of the Surviving Corporation, or otherwise, shall be as follows:

- (a) At the effective time of the merger, the ten (10) issued and outstanding shares of Nordic Gear shall automatically become and be converted into an aggregate of one hundred (100) fully paid and non-assessable shares of common stock of Turtle Fur, and each outstanding certificate representing shares of common stock of Nordic Gear thereupon shall be deemed for all corporate purposes to evidence the ownership of the number of fully paid, non-assessable shares of common stock of Turtle Fur into which such shares of Nordic Gear shall have been so converted.
- (b) At the effective time of the merger, all of the then-issued and outstanding shares of stock of Turtle Fur (other than those existing or to exist by reason of the conversion of Nordic Gear shares as provided in Subsection 6(a), above), shall remain issued and outstanding.

As soon as practicable after the merger becomes effective, the stock certificates representing shares of common stock of Nordic Gear issued and outstanding immediately prior to the effective time of the merger shall be surrendered to the Surviving Corporation, and the Surviving Corporation shall issue in exchange therefor one or more certificates representing the number of shares of stock of the Surviving Corporation into which such shares shall have been converted in accordance with the provisions of Subsection 6(a), above.

Section 8. **Effect of the Merger.** When the merger takes effect: the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities, and franchises, as well of a public as a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to or due to each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in any of such Constituent Corporations shall not revert or be in any way impaired by reason of such merger; and the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations; and any claim existing or action or proceeding pending by or against any of such Constituent Corporations may be prosecuted as if such merger had not taken place, or such Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of any of the Constituent Corporations shall be impaired by such merger.

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Section 9. **Delivery of Deeds and Instruments.** From time to time as and when requested by the Surviving Corporation or by its successors or assigns, each of the Constituent Corporations shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments and shall take, or cause to be taken, all such other and further actions as the Surviving Corporation may deem necessary and desirable in order more fully to vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in Section 7 hereof and otherwise to carry out the intent and purposes of this Plan and Agreement of Merger. For the convenience of the parties and to facilitate any filing or recording of this Plan and Agreement of Merger, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

Section 10. **Expenses of Merger.** The Surviving Corporation shall pay all expenses of carrying this Plan and Agreement of Merger into effect and of accomplishing the merger.

Section 11. **Abandonment of Merger.** This Plan and Agreement of Merger may be terminated or abandoned before it becomes effective, without action or approval by the shareholders of any of the Constituent Corporations, as follows:

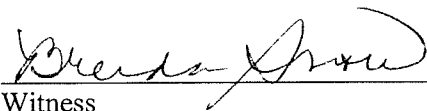
- (a) By mutual consent of the Board of Directors of the Constituent Corporations; or
- (b) By the Board of Directors of any one of the Constituent Corporations in the event of failure or inability to obtain necessary authorizations and approvals of any governmental agencies.

Section 12. **Successors and Assigns.** The covenants and agreements contained herein shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective permitted successors and assigns.

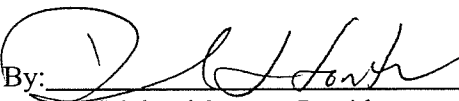
Section 13. **Governing Law.** This Plan and Agreement of Merger shall be governed by and construed in accordance with the laws of the State of Vermont.

IN WITNESS WHEREOF, the parties, as evidenced by the signatures of their Duly Authorized Agents, do hereby execute this Agreement as of the 15<sup>th</sup> day of March, 2005.

IN PRESENCE OF:

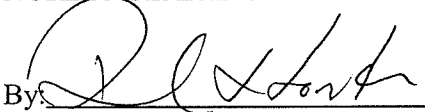
  
\_\_\_\_\_  
Witness

TURTLE FUR COMPANY

By:   
\_\_\_\_\_  
Richard Sontag, President

  
\_\_\_\_\_  
Witness

NORDIC GEAR INC.

By:   
\_\_\_\_\_  
Richard Sontag, President

RECORDED  
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