

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	01/01/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Holly Hunt Ltd.		12/31/2003	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	Hunt Enterprises of Illinois, Inc.
<b>Street Address:</b>	801 West Adams Street
<b>Internal Address:</b>	Suite 700
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60607
<b>Entity Type:</b>	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3455347	GREAT OUTDOORS A HOLLY HUNT COLLECTION
Registration Number:	3354705	LEATHHER FROM GREAT PLAINS...A HOLLY HUN
Registration Number:	3310229	GREAT PLAINS
Registration Number:	3144522	HOLLY HUNT
Registration Number:	2880880	HOLLY HUNT LIGHTING
Registration Number:	2880879	HOLLY HUNT COLLECTION
Registration Number:	2880878	STUDIO H

**CORRESPONDENCE DATA**

Fax Number: 3126095005  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 312-609-7897

**CH \$190.00 3455347**

Email: hmill@vedderprice.com  
Correspondent Name: Holly Miller  
Address Line 1: 222 North LaSalle Street - 24th Floor  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	39478000050/RIGG
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	01/28/2014

**Total Attachments: 11**  
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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~~ <sup>merge</sup> ~~exchange shares~~, and the state or country of their incorporation:

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

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~~ <sup>surviving</sup> 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~~ <sup>merger</sup> ~~exchange~~ is as follows:

SEE ATTACHED

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5. Plan of ~~consolidation~~ <sup>merger</sup> ~~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.

TRADEMARK

REEL: 005202 FRAME: 0867

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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

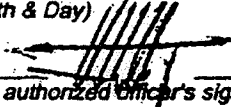
b. (Not applicable to 100% owned subsidiaries)

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.)

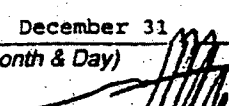
8. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated December 31, 2003  
(Month & Day) (Year)  
  
(Any authorized officer's signature)  
Holly Hunt, Chief Executive Office  
(Type or Print Name and Title)

Hunt Enterprises of Illinois, Inc.  
(Exact Name of Corporation)

Dated December 31, 2003  
(Month & Day) (Year)  
  
(Any authorized officer's signature)  
Holly Hunt, Chief Executive Office  
(Type or Print Name and Title)

Great Plains Ltd.  
(Exact Name of Corporation)

Dated December 31, 2003  
(Month & Day) (Year)  
  
(Any authorized officer's signature)  
Holly Hunt, Chief Executive Officer  
(Type or Print Name and Title)

Holly Hunt Miami, Inc.  
(Exact Name of Corporation)

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)

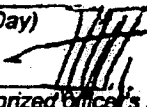
Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received?  Yes  No

(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)

  
(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)

  
(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 "IBCA") (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

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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**

	Pre-Merger Shares	Post-Merger Shares	Pre-Merger Shares	Post-Merger Shares	Pre-Merger Shares	Post-Merger Shares
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