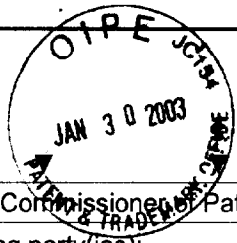


FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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RE

02-04-2003



102355441

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Washington, DC 20503. Attached original documents or copy thereof.

1. Name of conveying party(ies):
Edwards Ski Products, Inc.

1-30-03

2. Name and address of receiving party(ies):

Name: **Seirus Innovative Accessories, Inc.**

Internal Address: _____

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: **13975 Danielson Street**

City: **Poway** State: **CA** ZIP: **92064**

Execution Date: **July 31, 1997**

Additional name(s) & address(es) attached? Yes No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

**5,020,164;
4,825,474**

Additional numbers attached? Yes No

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

Name: **Thomas J. Rossa**

Internal Address: _____

Street Address: **299 South Main, Suite 1800**

City: **Salt Lake City** State: **UT** ZIP: **84111**

6. Total number of applications and patents involved: **2**

7. Total fee (37 CFR 3.41):.....\$ **80.00**

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

08-2665

02/04/2003 LMUELLER 00000067 082665 5020164

DO NOT USE THIS SPACE

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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.

Thomas J. Rossa

January 23, 2003

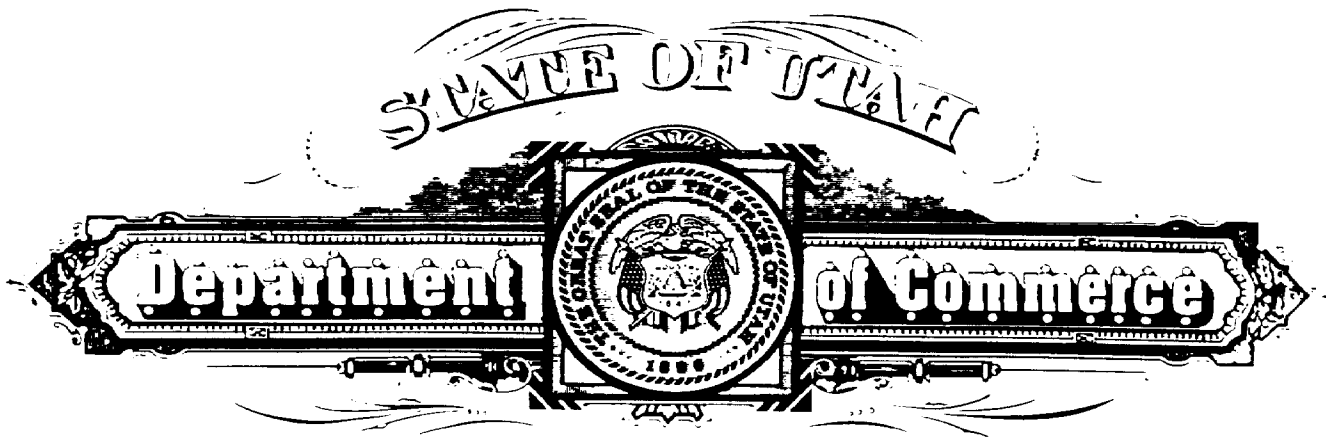
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: **11**

11

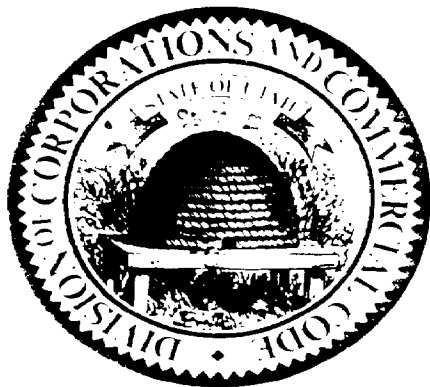


**CERTIFICATION
OF ARTICLES OF MERGER**

THE UTAH DIVISION OF CORPORATIONS AND COMMERCIAL CODE HEREBY CERTIFIES THAT THE ATTACHED is a true, correct, and complete copy of the Articles of Merger filed with this office on July 30, 1997 merging EDWARDS SKI PRODUCTS, INC., a corporation of the state of Utah, and WINTER MOUNTAIN CORPORATION, an unqualified corporation, into SEIRUS INNOVATIVE ACCESSORIES, INC., the surviving corporation which is of the state of Utah,

AS APPEARS OF RECORD IN THE OFFICES OF THE DIVISION.

File Number: *CO116565*



Dated this 31st day
of July, 1997

Karla S. Woods

Karla T. Woods
Director, Division of
Corporations and Commercial Code

PATENT
REEL: 013705 FRAME: 0823

CO# 116565
CO# 083135

PATENT

State of Utah
Department of Commerce
Division of Corporations and Commercial Code

ARTICLES OF MERGER

I hereby certify that the foregoing has been filed and approved on the 30th day of July, 1997 in the office of this Division and hereby issue this Certificate thereof.

OF

Examiner JTC Date 7/30/97
Karla S. Woods
KORLA T. WOODS
Division Director

EDWARDS SKI PRODUCTS, INC.
CO# 083135

RECEIVED
JUL 30 1997

AND

WINTER MOUNTAIN CORPORATION

Utah Div. of Corp. Comm. Code
9:45 am
[Signature]

WITH AND INTO

SEIRUS INNOVATIVE ACCESSORIES, INC.
CO# 116565



Pursuant to the provisions of Section 16-10a-1105 of the Utah Revised Business Corporation Act, Edwards Ski Products, Inc., a Utah corporation (hereinafter referred to as "Edwards Ski"), Winter Mountain Corporation, a California corporation (hereinafter referred to as "Winter Mountain") and Seirus Innovative Accessories, Inc., a Utah corporation (hereinafter referred to as "Seirus" or the "Surviving Corporation") hereby adopt the following Articles of Merger:

721100004

ARTICLE I

PLAN OF MERGER

Pursuant to these Articles of Merger, it is intended and agreed that Edwards Ski and Winter Mountain will be merged with and into Seirus and that Seirus shall be the Surviving Corporation (the "Merger"). The terms, conditions, and understandings of the Merger are set forth in the Plan of Merger between Edwards Ski, Winter Mountain and Seirus dated July 30, 1997, (the "Plan of Merger"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

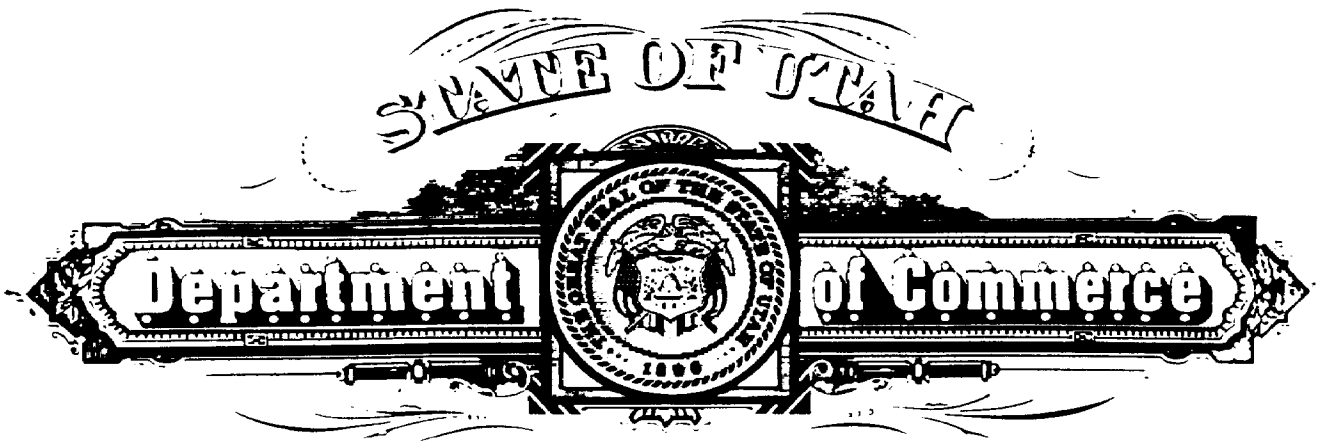
ARTICLE II

APPROVAL BY SHAREHOLDERS OF EDWARDS SKI

All of the 1,000 shares of common stock of Edwards Ski that are issued and outstanding were voted in favor of entering into the Plan of Merger. Such shares were voted as a class; no shares of any other class of stock were issued and outstanding and entitled to vote thereon.

PATENT

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REEL: 013705 FRAME: 0824

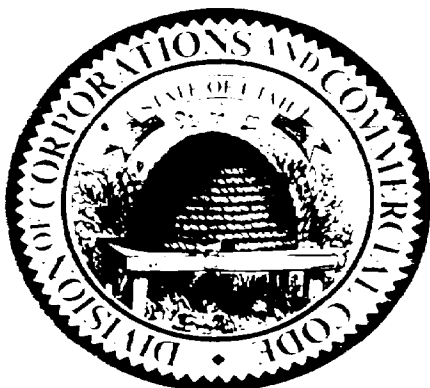


**CERTIFICATION
OF ARTICLES OF MERGER**

THE UTAH DIVISION OF CORPORATIONS AND COMMERCIAL CODE HEREBY CERTIFIES THAT THE ATTACHED is a true, correct, and complete copy of the Articles of Merger filed with this office on July 30, 1997 merging EDWARDS SKI PRODUCTS, INC., a corporation of the state of Utah, and WINTER MOUNTAIN CORPORATION, an unqualified corporation, into SEIRUS INNOVATIVE ACCESSORIES, INC., the surviving corporation which is of the state of Utah,

AS APPEARS OF RECORD IN THE OFFICES OF THE DIVISION.

File Number: *CO116565*



Dated this 31st day
of July, 1997

Karla S. Woods

Karla T. Woods
Director, Division of
Corporations and Commercial Code

PATENT
REEL: 013705 FRAME: 0825

ARTICLE III

APPROVAL BY SHAREHOLDERS OF WINTER MOUNTAIN

All of the 200,000 shares of common stock of Winter Mountain that are issued and outstanding were voted in favor of entering into the Plan of Merger. Such shares were voted as a class; no shares of any other class of stock were issued and outstanding and entitled to vote thereon.

ARTICLE IV

APPROVAL BY SHAREHOLDERS OF SEIRUS

All of the 1,000 shares of common stock of Seirus that are issued and outstanding were voted in favor of entering into the Plan of Merger. Such shares were voted as a class; no shares of any other class of stock were issued and outstanding and entitled to vote thereon.

ARTICLE V

EFFECTIVE DATE OF MERGER

The merger will become effective as of the close of business on July 31, 1997.

ARTICLE VI

SIGNATURES

These Articles of Merger may be executed in counterparts, all of which taken together shall constitute but one and the same original.

IN WITNESS WHEREOF, the undersigned corporations, acting by their respective Presidents and Secretaries, have executed these Articles of Merger as of the date first above written.


SEIRUS INNOVATIVE ACCESSORIES, INC.

Dated: 7/23/97

By: 

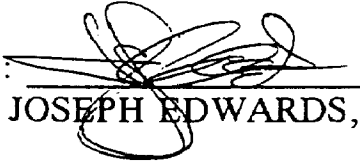
MICHAEL CAREY, President

Dated: 7-29-97

By: 
JOSEPH EDWARDS, Secretary/Treasurer

EDWARDS SKI PRODUCTS, INC.

Dated: 7-29-97


By: 
JOSEPH EDWARDS, President

Dated: 7/30/97

By: 
BELINDA EDWARDS, Secretary

WINTER MOUNTAIN CORPORATION

Dated: 7/23/97

By: 
WENDY CAREY, President

Dated: 7/24/97

By: 
MICHAEL CAREY, Secretary

PLAN OF MERGER

THIS PLAN OF MERGER is entered into as of July 30, 1997 (this "AGREEMENT"), among SEIRUS INNOVATIVE ACCESSORIES, INC., a Utah corporation ("SEIRUS"), EDWARDS SKI PRODUCTS, INC., a Utah corporation ("EDWARDS SKI"), and WINTER MOUNTAIN CORPORATION, a California corporation ("WINTER MOUNTAIN"),

WITNESSETH:

WHEREAS, SEIRUS is a corporation duly organized and existing under the laws of the State of Utah, having been incorporated on August 27, 1985 and having authorized capital stock consisting of fifty thousand (50,000) shares of Common Stock, of which one thousand (1,000) shares are issued and outstanding;

WHEREAS, EDWARDS SKI is a corporation duly organized and existing under the laws of the State of Utah, having been incorporated on August 10, 1979 and having authorized capital stock consisting of fifty thousand (50,000) shares of Common Stock, of which one thousand (1,000) shares are issued and outstanding;

WHEREAS, WINTER MOUNTAIN is a corporation duly organized and existing under the laws of the State of California, having been incorporated on September 9, 1985, and having authorized capital stock consisting of one million (1,000,000) shares of Common Stock, of which two hundred thousand (200,000) shares are issued and outstanding;

WHEREAS, the Board of Directors and Shareholders of SEIRUS, EDWARDS SKI, and WINTER MOUNTAIN deem it advisable and to the advantage of their respective corporations that EDWARDS SKI and WINTER MOUNTAIN be merged into SEIRUS, with SEIRUS being the surviving corporation, upon the terms and subject to the conditions set forth herein;

WHEREAS, contemporaneously with the execution of this Plan of Merger, SEIRUS, EDWARDS SKI and WINTER MOUNTAIN have entered into an Agreement and Plan of Merger and Reorganization providing for certain representations, warranties and agreements in connection with the transaction contemplated;

WHEREAS, for accounting purposes, it is intended that the transaction contemplated hereby shall be accounted for as a pooling of interests under United States generally accepted accounting principles ("GAAP"); and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE I

SECTION 1.01: THE MERGER. At the Effective Time (as defined in Section 1.02 hereof), and subject to and upon the terms and conditions of this Agreement and applicable law, EDWARDS SKI and WINTER MOUNTAIN shall be merged with and into SEIRUS, the separate corporate existence of EDWARDS SKI and WINTER MOUNTAIN shall cease, and SEIRUS shall continue as the surviving corporation. SEIRUS as the surviving corporation after the Merger is hereinafter sometimes referred to as the "Surviving Corporation".

SECTION 1.02: EFFECTIVE TIME. The merger will become effective as of the close of business on July 31, 1997. The parties shall cause the filing of Articles of Merger as contemplated by Section 16-10a-1105 of the Utah Revised Business Corporation Act with the Division of Commerce of the State of Utah, in such form as required by, and executed in accordance with the relevant provisions of, Utah law, and providing that the merger will be effective as of the close of business on July 31, 1997. The time and date of such effectiveness shall be referred to in this Agreement as the "Effective Time."

SECTION 1.03: EFFECT OF THE MERGER. At the Effective Time, the effect of the Merger shall be as provided in this Agreement, and the applicable provisions of Utah and California Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the assets, property, rights, privileges, powers and franchises of EDWARDS SKI and WINTER MOUNTAIN shall vest in SEIRUS, and all debts, liabilities and duties of EDWARDS SKI and WINTER MOUNTAIN shall become the debts, liabilities and duties of SEIRUS.

SECTION 1.04: ARTICLES OF INCORPORATION; BY-LAWS.

(a) **ARTICLES OF INCORPORATION.** The Articles of Incorporation of SEIRUS, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided by law and such Articles of Incorporation.

(b) **BY-LAWS.** The By-Laws of SEIRUS, as in effect immediately prior to the Effective Time, shall be the By-Laws of the Surviving Corporation until thereafter amended as provided by Law, the Articles of Incorporation of the Surviving Corporation and such By-Laws.

SECTION 1.05: DIRECTORS AND OFFICERS. The directors of SEIRUS immediately prior to the Effective Time shall be the directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and By-Laws of the Surviving Corporation, and the officers of SEIRUS immediately prior to the Effective Time shall be the officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

SECTION 1.06: EFFECT ON CAPITAL STOCK. At the Effective Time, by virtue of the Merger and without any action on the part of SEIRUS, EDWARDS SKI, WINTER MOUNTAIN or the holders of any of the following securities:

(a) **CONVERSION OF SECURITIES.** Each issued and outstanding share of Common Stock of EDWARDS SKI shall be converted into one-eighth (.125) of a share of fully paid, non-assessable Common Stock of SEIRUS with the right of the holder thereof to be treated as a registered holder of the shares of Common Stock of Seirus as of the Effective Time with all rights to dividends and distributions made to the registered holders of Seirus Common Stock on or after the Effective Time. Each issued and outstanding share of common stock of WINTER MOUNTAIN shall be converted into six and one-fourth ten thousandth (.000625) of a share of fully paid, non-assessable Common Stock of SEIRUS with the right of the holder thereof to be treated as a registered holder of the shares of Common Stock of Seirus as of the Effective Time with all rights to dividends and distributions made to the registered holders of Seirus Common Stock on or after the Effective Time.

(b) **CANCELLATION.** All Shares to be converted into SEIRUS Common Shares pursuant to subsection (a) of this Section 1.06 shall, by virtue of the Merger and without any action on the part of the holders thereof, cease to be outstanding, be canceled and retired and cease to exist, and each holder of a certificate representing any such Shares shall thereafter cease to have any rights with respect to such Shares, except the right to receive for each of the Shares, upon the surrender of such certificate in accordance with subsection (c) of this Section 1.06, a certificate representing the number of shares of Common Stock of Seirus as provided in subsection (a) of this Section 1.06.

(c) **EXCHANGE OF SHARE CERTIFICATES.** After the Effective Time of the Merger and on such date as fixed for such purpose by the Board of Directors of SEIRUS, each holder of an outstanding certificate representing shares of stock of EDWARDS SKI or WINTER MOUNTAIN shall surrender such certificate to SEIRUS and such holder shall be entitled to receive in exchange a certificate representing the number of shares of Common Stock of SEIRUS into which the shares of stock represented by the certificate so surrendered shall have been converted as provided in subsection (a) of this Section 1.06.

SECTION 1.07: TAX AND ACCOUNTING CONSEQUENCES. It is intended by the parties hereto that the Merger shall (a) constitute a reorganization within the meaning of Section 368 of the Code and (b) qualify for accounting treatment as a pooling of interests under GAAP. The parties hereto hereby adopt this Agreement as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations.

SECTION 1.08: TAKING OF NECESSARY ACTION; FURTHER ACTION. Each of SEIRUS, EDWARDS SKI and WINTER MOUNTAIN will take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger in accordance with this Agreement as promptly as possible. If, at any time after the Effective Time, any such further action is necessary or desirable to carry out the purposes of this Agreement and to vest

the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of EDWARDS SKI and WINTER MOUNTAIN, the officers and directors of EDWARDS SKI and WINTER MOUNTAIN are fully authorized in the name of their respective corporations or otherwise to take, and will take, all such lawful and necessary action.

SECTION 1.09: TERMINATION.

(a) This Agreement may be terminated at any time prior to the Effective Time, notwithstanding approval thereof by the shareholders of SEIRUS, EDWARDS SKI, and WINTER MOUNTAIN:

(i) by mutual written consent duly authorized by the Boards of Directors of SEIRUS, EDWARDS SKI and WINTER MOUNTAIN;

(ii) by any party to this Agreement if the Merger shall not have been consummated by the Effective Time; provided, however, that the right to terminate this Agreement under this Section 1.09(a) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of or resulted in the failure of the Merger to occur at the Effective Time;

(iii) by any party to this Agreement if there has been a material misrepresentation or a material breach of any representation or warranty of another party set forth in this Agreement or in any schedule or certificate delivered pursuant to this Agreement, or if any such representations or warranty shall become untrue; or

(iv) by any party if it has been determined that the business, assets, or financial condition of another party to this Agreement, taken as a whole, has been materially and adversely affected, whether by reason of changes, developments, or operations in the ordinary course of business or otherwise.

(b) **EFFECT OF TERMINATION.** In the event of the termination of this Agreement pursuant to Section 1.09(a), this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except that nothing herein shall relieve any party from liability for any willful breach hereof.


IN WITNESS WHEREOF, the parties to this Plan of Merger have duly executed it as of the day and year first above written.

SEIRUS INNOVATIVE ACCESSORIES, INC.

Dated: 7/27/97

By: 
MICHAEL CAREY, President

Dated: 7-29-97

By: 
JOSEPH EDWARDS, Secretary

EDWARDS SKI PRODUCTS, INC.

Dated: 7.29.97

By: 
JOSEPH EDWARDS, President

Dated: 7/30/97


By: 
BELINDA EDWARDS, Secretary

WINTER MOUNTAIN CORPORATION

Dated: 7/27/97

By: 
WENDY CAREY, President

Dated: 7/27/97

By: 
MICHAEL CAREY, Secretary