

## PATENT ASSIGNMENT COVER SHEET

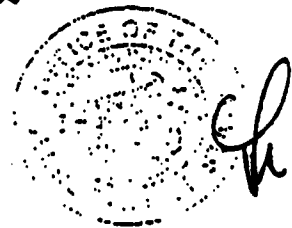
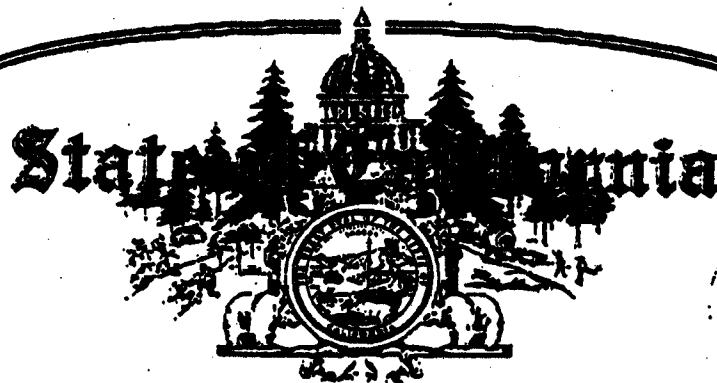
Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2841844

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	07/01/1999
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JUMPSPORT, LLC	04/12/1999
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JUMPSPORT, INC.
<b>Street Address:</b>	18505 MARSHALL LANE
<b>City:</b>	SARATOGA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95070
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13873209
<b>Application Number:</b>	14269044
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(503)595-5301
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	5035955300
<b>Email:</b>	carolyn.schlabach@klarquist.com
<b>Correspondent Name:</b>	KLARQUIST SPARKMAN, LLP
<b>Address Line 1:</b>	121 SW SALMON STREET
<b>Address Line 2:</b>	SUITE 1600
<b>Address Line 4:</b>	PORTLAND, OREGON 97204
<b>ATTORNEY DOCKET NUMBER:</b>	5578-58206-04 -05/RJP
<b>NAME OF SUBMITTER:</b>	CAROLYN SCHLABACH
<b>SIGNATURE:</b>	/carolyn schlabach/
<b>DATE SIGNED:</b>	05/05/2014
<b>Total Attachments: 12</b> source=Merger#page1.tif source=Merger#page2.tif source=Merger#page3.tif source=Merger#page4.tif	

PATENT

source=Merger#page5.tif  
source=Merger#page6.tif  
source=Merger#page7.tif  
source=Merger#page8.tif  
source=Merger#page9.tif  
source=Merger#page10.tif  
source=Merger#page11.tif  
source=Merger#page12.tif



# SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 10 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this day of

JUL - 7 1996

*Bill Jones*

Secretary of State

A0527431

ENDORSED - FILED  
In the office of the Secretary of State  
of the State of California

JUL 1 1999

BILL JONES, Secretary of State

AGREEMENT TO MERGE  
JUMPSPORT, LLC, WITH AND INTO JUMPSPORT, INC.  
UNDER THE NAME OF JUMPSPORT, INC.

JumpSport, LLC, and, hereinafter sometimes called LLC, and  
JumpSport, Inc., hereinafter sometimes called Corporation, agree  
as follows: ;

ARTICLE 1. RECITALS OF CONSTITUENT

Disappearing Entity

Section 1.01. JumpSport, LLC, is a LLC duly organized, existing,  
and in good standing under the laws of the State of California.

Survivor

Section 1.02. JumpSport, Inc. is a corporation organized under  
the laws of the State of California.

Corporation Entity Is Survivor

Section 1.03. JumpSport, Inc. is to be the surviving entity, as  
that term is defined in the General Corporation Law of  
California, to the merger described in this agreement.

ARTICLE 2. MERGER

Surviving Entity

JumpSport, LLC shall be merged into JumpSport, Inc. under the  
laws of the State of California.

ARTICLE 3. TERMS AND CONDITIONS

Negative Covenants

Section 3.01. Between the effective date of this agreement April  
12, 1999, and the date on which the merger shall become  
effective, July 1, 1999, either constituent entity shall not:

(a) Declare or pay any dividends or distributions to its  
shareholders or members.

JUMPSPORT MERGER AGREEMENT

AGREEMENT TO MERGE  
JUMPSPORT, LLC, WITH AND INTO JUMPSPORT, INC.  
UNDER THE NAME OF JUMPSPORT, INC.

JumpSport, LLC, and, hereinafter sometimes called LLC, and JumpSport, Inc., hereinafter sometimes called Corporation, agree as follows:

ARTICLE 1. RECITALS OF CONSTITUENT

Disappearing Entity

Section 1.01. JumpSport, LLC, is a LLC duly organized, existing, and in good standing under the laws of the State of California.

Survivor

Section 1.02. JumpSport, Inc. is a corporation organized under the laws of the State of California.

Corporation Entity Is Survivor

Section 1.03. JumpSport, Inc. is to be the surviving entity, as that term is defined in the General Corporation Law of California, to the merger described in this agreement.

ARTICLE 2. MERGER

Surviving Entity

JumpSport, LLC shall be merged into JumpSport, Inc. under the laws of the State of California.

ARTICLE 3. TERMS AND CONDITIONS

Negative Covenants

Section 3.01. Between the effective date of this agreement April 12, 1999, and the date on which the merger shall become effective, July 1, 1999, either constituent entity shall not:

(a) Declare or pay any dividends or distributions to its shareholders or members.

JUMPSPORT MERGER AGREEMENT

(b) Except in the normal course of business and for adequate value, dispose of any of its assets.

#### **Further Assignments or Assurances**

Section 3.02. If at any time the surviving corporation shall consider or be advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in the surviving corporation the title to any property or rights of JumpSport, LLC or otherwise carry out the provisions hereof, the manager of JumpSport LLC, as of the effective date of the merger, shall execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts proper to vest, perfect, and confirm title to such property or rights in the surviving corporation, and otherwise carry out the provisions hereof.

### **ARTICLE 4. BASIS OF CONVERTING SHARES**

#### **Exchange**

Section 4.01. Each member of the JumpSport, LLC has already exchanged his or her interest for shares of JumpSport, Inc., pursuant to that certain Agreement to Exchange Interests of JumpSport, LLC, for shares of JumpSport, Inc. Each percentage interest of JumpSport, LLC, was converted into 500 shares of common stock of the corporation. A copy of said Agreement is attached hereto as Exhibit A and incorporated herein by reference.

#### **Basis**

Section 4.02. (a) At the effective date of the merger, each percentage ownership interest of JumpSport, LLC owned by JumpSport, Inc. are to be cancelled without consideration.

### **ARTICLE 5. DIRECTORS**

#### **Board of Survivor**

Section 5.01. The present Board of Directors of JumpSport, Inc. shall continue to serve as the Board of Directors of the surviving corporation until the next annual meeting or until such time as their successors have been elected and qualified.

## ARTICLE 6. ARTICLES OF INCORPORATION

### Articles of Survivor

Section 6.01. The Articles of JumpSport, Inc., as existing on the effective date of the merger, shall continue in full force as the articles of the surviving corporation until altered, amended as provided therein, or as provided by law.

## ARTICLE 7. BYLAWS

### Bylaws of Survivor

Section 7.01. The bylaws of JumpSport Inc., as existing on the effective date of the merger, shall continue in full force as the bylaws of the surviving corporation until altered, amended, or repealed as provided therein or as provided by law.

## ARTICLE 8. INTERPRETATION AND ENFORCEMENT

### Notices

Section 8.01. Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

(a) In the case of JumpSport, Inc. to: Mark Publicover or to such other person or address as JumpSport, LLC at 18505 Marshall Lane, Saratoga, California may from time to time furnish to JumpSport, Inc.

(b) In the case of JumpSport, Inc. to: Mark Publicover at 18505 Marshall Lane, Saratoga, California or to such other person or address as JumpSport, Inc. may from time to time furnish to JumpSport, LLC.

### Counterpart Executions

Section 8.02. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Controlling Law

Section 8.03. The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of California, the state in which this agreement is being executed.

Executed on June 16, 1999, at Saratoga, CA [city and state].

JumpSport, LLC

By: [Signature]  
Mark Publicover  
Sole Manager

JumpSport, Inc.

By: [Signature]  
Mark Publicover  
President

JumpSport, Inc.

By: [Signature]  
Valerie Publicover  
Secretary



**AGREEMENT TO EXCHANGE INTERESTS OF  
JUMPSPORT, LLC, FOR SHARES OF JUMPSPORT, INC.**

JumpSport, LLC, and, hereinafter sometimes called LLC, and JumpSport, Inc., hereinafter sometimes called Corporation, Mark W. Publicover, Valerie A.D. Publicover and Byron L. Bertsch ("Members") agree as follows:

**ARTICLE 1. RECITALS OF CONSTITUENTS**

**LLC Entity**

Section 1.01. JumpSport, LLC, is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California.

**Corporate Entity**

Section 1.02. JumpSport, Inc. is a corporation organized under the laws of the State of California.

**ARTICLE 2.**

**Warranties of Members**

Section 2.01. The Members of the LLC hereby represent and warrant that they have good and marketable title to their respective interests in the LLC and that their respective interests are free and clear of any liens, encumbrances or other defects. All representations and warranties of the Members shall survive consummation of the exchange contemplated herein.

**ARTICLE 3. TERMS AND CONDITIONS**

**Negative Covenants**

Section 3.01. Between the date of this agreement and the date on which the exchange shall become effective, neither constituent entity shall:

(a) Declare or pay any dividends to its shareholders or make any capital distributions to its members.

(b) Except in the normal course of business and for adequate

**EXHIBIT A**

value, dispose of any of its assets.

#### ARTICLE 4. BASIS OF CONVERTING SHARES

##### Basis

Section 4.01. (a) At the effective date of the exchange, each percentage ownership interest of JumpSport, LLC shall be converted into 500 share(s) of common stock of the corporation.

(b) No fractional shares of the common stock of JumpSport, Inc. will be issued to the members of JumpSport, LLC, but members who would otherwise be entitled to receive a fraction of a share of the common stock of JumpSport, Inc. on the basis of the conversion provided for herein shall in lieu thereof receive a cash payment equal to the value of such fraction, based on the market value of all the members' interests in the JumpSport, LLC as of the effective date of the exchange.

##### Exchange

Section 4.02. Each member of the LLC shall surrender his or her interest, properly endorsed, if certificated, to JumpSport, Inc. or its agent, and shall thereupon receive in exchange therefor a certificate or certificates representing the number of shares of JumpSport, Inc. for which the membership interests have been exchanged. The exchange shall take place at the LLC's place of business and shall be effective as of April 1, 1999.

##### Shares of JumpSport, Inc.

Section 4.03 (a) There are presently no outstanding shares of stock, common or preferred, of JumpSport, Inc.

#### ARTICLE 5. INTERPRETATION AND ENFORCEMENT

##### Notices

Section 5.01. Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when transmitted via electronic mail with confirmation notice required, as of the receipt of such confirmation, addressed:

(a) In the case of JumpSport, Inc. to: Mark Publicover or to such other person or address as JumpSport, LLC at 18505 Marshall Lane, Saratoga, California may from time to time furnish to JumpSport, Inc. or the Members.

(b) In the case of JumpSport, Inc. to: Mark Publicover at 18505 Marshall Lane, Saratoga, California or to such other person or address as JumpSport, Inc. may from time to time furnish to JumpSport, LLC. or the Members.

(c) In the case of Mark Publicover or Valerie Publicover to: Mark or Valerie Publicover at 18505 Marshall Lane, Saratoga, California or to such other person or address as they may from time to time furnish to JumpSport, Inc. or JumpSport, LLC.

(d) In the case of Byron L. Bertsch to : Byron L. Bertsch at 14815 Nelson Way, San Jose, California or to such other person or address as he may from time to time furnish to JumpSport, Inc. or JumpSport, LLC.

#### Counterpart Executions

Section 5.02. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

#### Controlling Law

Section 5.03. The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of California, the state in which this agreement is being executed.

Execution by Facsimile

Section 5.04. Facsimile signatures are acceptable for purposes of closing this transaction by April 1, 1999, so long as original signatures are received within five (5) business days of the close.

April 12, 1999

Executed on Saratoga, Ca, 1999, at Saratoga, CA [city and state].

JumpSport, LLC

By [signature]  
[signature] MANAGER  
[typed name and title]

JumpSport, Inc.

By [signature]  
[signature] PRES.  
[typed name and title]

[signature]  
MARK W. PUBLICOVER, Member

[signature]  
VALERIE A.D. PUBLICOVER, Member

[signature]  
BYRON L. BERTSCH, Member

OFFICERS' CERTIFICATE OF MERGER  
OF JUMPSPORT, INC.,  
a CALIFORNIA CORPORATION

We, the undersigned, do certify that:

1. We are, and at all times herein mentioned, were the duly elected and qualified President and Secretary of JumpSport, Inc., a corporation organized and existing under the laws of the State of California.

2. On April 12, 1999, the principal terms of the merger agreement in the form attached hereto were approved by that corporation by a vote of a number of shares of each class which equaled or exceeded the vote required, under the General Corporation Law of California, for approval of the principal terms of the merger described in the attached agreement by the outstanding shares of each class of said corporation.

3. The total number of outstanding shares of each class of said corporation entitled to vote on the merger was and is:

50,000 Common Shares

4. Each class of shares of said corporation entitled to vote on the merger agreement, the percentage vote required by each class, and the number and percentage of affirmative votes cast by each class is as follows:

Class	Percentage Votes Required	Affirmative Votes Cast	Percentage Vote Obtained
Common	50% plus 1	50,000	100

We declare under penalty of perjury that the foregoing matters stated in this certificate are true to our knowledge.

Executed at Santa Clara County, California on 6/16, 1999.

Date: 6-16-99

Mark W. Publicover  
MARK W. PUBLICOVER, President

Date: 6-16-99

Valerie A.D. Publicover  
VALERIE A.D. PUBLICOVER, Secretary

JUMPSPORT OFFICERS' CERTIFICATE



State of California  
Bill Jones  
Secretary of State

**FILED**  
In the office of the Secretary of State  
of the State of California

JUL - 1 1999

*Bill Jones*  
Secretary of State

**LIMITED LIABILITY COMPANY  
CERTIFICATE OF MERGER**

Filing Fee - Please see instructions.  
**IMPORTANT - Read instructions before completing this form.**

This Space For Filing Use Only

1. Name of surviving entity: JumpSport, Inc.	2. Type of entity: corporation	3. Secretary of State file number: 2107367	4. Jurisdiction: California
5. Name of disappearing entity: JumpSport, LLC	6. Type of entity: LLC	7. Secretary of State file number: 101997030014	8. Jurisdiction: California
9. Future effective date, if any: Month Day Year July 1 1999			
10. If a vote was required pursuant to Section 17551 or Section 1113, enter the outstanding interests of each class entitled to vote on the merger and the percentage of vote required:			
<u>Surviving Entity</u>		<u>Disappearing Entity</u>	
<u>Each class entitled to vote</u> one class common Stock	<u>Percentage of vote required</u> majority	<u>Each class entitled to vote</u> one	<u>Percentage of vote required</u> majority in interest
11. The principal terms of the agreement of merger were approved by a vote of the number of interests of shares or each class that equaled or exceeded the vote required. <b>SECTION 12 IS ONLY APPLICABLE IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, COMPLETE ITEM 12 AND PROCEED TO ITEM 15.</b>			
12. Requisite changes to the information set forth in the Articles of Organization of the surviving limited liability company resulting from the merger. Attach additional pages if necessary. <b>SECTIONS 13 AND 14 ARE APPLICABLE IF THE SURVIVING ENTITY IS A FOREIGN LIMITED LIABILITY COMPANY OR OTHER BUSINESS ENTITY, COMPLETE ITEMS 13 AND 14.</b>			
13. Principal business address of the surviving foreign limited liability company or other business entity: Address: City: State: Zip Code:			
14. Other information required to be stated in the Certificate of Merger by the laws under which each constituent other business entity is organized. Attach additional pages if necessary.			
Total number of pages attached, if any: 9			
15. I certify that the statements contained in this document are true and correct of my own knowledge. I declare that I am the person who is executing this instrument, which execution is my act and deed.			
Signature of Authorized Person for the Surviving Entity Date <i>Mark Publicover</i> 6/16/99		Type or Print Name and Title of Person Signing Date Mark Publicover, President	
Signature of Authorized Person for the Surviving Entity Date <i>Valerie Publicover</i> 6/16/99		Type or Print Name and Title of Person Signing Date Valerie Publicover, Secretary	
Signature of Authorized Person for the Disappearing Entity Date <i>Mark Publicover</i> 6-16-99		Type or Print Name and Title of Person Signing Date Mark Publicover, Sole Manager	
Signature of Authorized Person for the Disappearing Entity Date		Type or Print Name and Title of Person Signing Date	

SECSTATE (REV. 1/89)

FORM LLC-1 FILING FEE: SEE INSTRUCTIONS  
Approved by Secretary of State