

07-14-2000



OPR/FINANCE

101403602

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 6-8-00
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger Effective Date  
Month Day Year  
01 20 2000
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
12 31 1999

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

07/13/2000 JSHABAZZ 00000045 500650 75779837

FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 75.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

| Trademark Application Number(s)         |                      |                      | Registration Number(s)                 |                      |                      |
|---|----------------------|----------------------|--|----------------------|----------------------|
| <input type="text" value="75/779,837"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="2,343,052"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="75/722,055"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="2,311,859"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/>                    | <input type="text"/> | <input type="text"/> | <input type="text"/>                   | <input type="text"/> | <input type="text"/> |

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Barry E. Deutsch

Name of Person Signing

Signature

June 5, 2000

Date Signed

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on January 20, 2000, for WINDMERE CORPORATION, the surviving Florida entity, as shown by the records of this office.

The document number of this entity is P96000028274.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twentieth day of January, 2000



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

TRADEMARK

REEL: 002100 FRAME: 0825

FILED

00 JAN 20 PM 1:24

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER**

**OF**

**WINDMERE INNOVATIVE PET PRODUCTS, INC., a Florida corporation**

**INTO**

**WINDMERE CORPORATION, a Florida corporation**

Pursuant to the provisions of Sections 607.1101 and 607.1105 of the Florida Business Corporation Act, WINDMERE INNOVATIVE PET PRODUCTS, INC., a Florida corporation ("Windmere Innovative Pet Products"), and WINDMERE CORPORATION, a Florida corporation ("Windmere"), adopt the following Articles of Merger for the purpose of merging Windmere Innovative Pet Products with and into Windmere.

**FIRST:** The Agreement and Plan of Merger (the "Plan of Merger") is attached as Exhibit A.

**SECOND:** The Plan of Merger between Windmere and Windmere Innovative Pet Products was adopted by (i) the Board of Directors and the sole shareholder of Windmere on December 31, 1999 and (ii) the Board of Directors and the sole shareholder of Windmere Innovative Pet Products on December 31, 1999.

**IN WITNESS WHEREOF,** these Articles of Merger have been executed on behalf of the parties hereto as of the 31<sup>st</sup> day of December, 1999.

**WINDMERE INNOVATIVE PET PRODUCTS, INC.**



\_\_\_\_\_  
Burton A. Honig, President

**WINDMERE CORPORATION**



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Burton A. Honig, Vice President, Finance

**TRADEMARK**

**REEL: 002100 FRAME: 0826**

## EXHIBIT A

### AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated December 31, 1999, between WINDMERE INNOVATIVE PET PRODUCTS, INC., a Florida corporation ("Windmere Innovative Pet Products"), and WINDMERE CORPORATION, a Florida corporation ("Windmere" or the "Surviving Corporation").

WHEREAS, Windmere, and Windmere Innovative Pet Products desire to effect the statutory merger of Windmere Innovative Pet Products with and into Windmere, with Windmere to survive such merger.

1. **Constituent Corporations.** Windmere and Windmere Innovative Pet Products shall be parties to the merger (the "Merger") of Windmere Innovative Pet Products with and into Windmere.

2. **Terms and Conditions of Merger.** Windmere Innovative Pet Products (the "Constituent Corporation") shall, pursuant to the provisions of the Florida Business Corporation Act (the "BCA"), be merged with and into Windmere, which shall continue to exist pursuant to the laws of the State of Florida. Upon the effective date of the Merger (as set forth in paragraph 7) (the "Effective Date"), the existence of the Constituent Corporation shall cease. On the Effective Date, the Surviving Corporation shall assume the obligations of the Constituent Corporation.

3. **Capital Stock; Conversion of Shares.** Upon the Effective Date, all outstanding shares of common stock, \$0.01 par value per share, of Windmere Innovative Pet Products issued and outstanding immediately prior to the Effective Date shall, immediately after the Merger, be retired. Upon the Effective Date, all outstanding shares of common stock, \$0.01 par value per share, of Windmere shall for all purposes be deemed to evidence the ownership of the same number of shares of Windmere as outstanding immediately prior to the Effective Date.

4. **Articles of Incorporation.** The Amended and Restated Articles of Incorporation of Windmere as of the Effective Date (as defined below) shall be the Articles of Incorporation of the Surviving Corporation and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the laws of the State of Florida.

5. **Bylaws.** The Bylaws of Windmere as of the Effective Date shall be the Bylaws of the Surviving Corporation and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the laws of the State of Florida.


6. **Directors and Officers.** The directors and officers of Windmere in office on the Effective Date shall continue to be the directors and officers of the Surviving Corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws of the Surviving Corporation.

7. Effective Date. The Merger shall become effective on the date (the "Effective Date") on which Articles of Merger have been filed with the Secretary of State of the State of Florida.

8. Amendment of Plan of Merger. The Board of Directors of Windmere and Windmere Innovative Pet Products are authorized to amend this Plan of Merger at any time prior to the Effective Date, subject to Section 607.1103(8) of the BCA.


**WINDMERE INNOVATIVE PET PRODUCTS, INC.**

By: \_\_\_\_\_

  
Burton A. Honig, President

**WINDMERE CORPORATION**

By: \_\_\_\_\_

  
Burton A. Honig, Vice President, Finance