

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	MERGER
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Raintree Essix, Inc.		12/30/2003	CORPORATION: LOUISIANA

RECEIVING PARTY DATA	
Name:	Raintree Essix, L.L.C.
Street Address:	4001 Division Street
City:	Metairie
State/Country:	LOUISIANA
Postal Code:	70002
Entity Type:	Limited Liability Company: LOUISIANA

PROPERTY NUMBERS Total: 13		
Property Type	Number	Word Mark
Serial Number:	78248415	GUARD BRITE
Serial Number:	78343382	MTM
Registration Number:	2768204	FLEXVIEW
Serial Number:	76341030	THE SMILESHOP
Registration Number:	2658401	VACUUM MAXIMIZER
Registration Number:	2636356	A+
Registration Number:	2681615	ESSIX A+
Registration Number:	2525645	REVEAL
Registration Number:	2520698	ESSIX C+
Registration Number:	2601577	C+
Registration Number:	2269134	RETAINER BRITE
Registration Number:	1852312	RAINTREE ESSIX, INC. ESSIX & ARS MATERIALS
Registration Number:	1902595	ESSIX

CORRESPONDENCE DATA

OP \$340.00 78248415


Fax Number: (985)845-7090
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 985 845 0000
Email: fedtm@regard.net
Correspondent Name: Joseph T. Regard, Ltd plc
Address Line 1: PO Drawer 429
Address Line 4: Madisonville, LOUISIANA 70447-0429

ATTORNEY DOCKET NUMBER:	RAINTREE INC TO LLC MRGR
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NAME OF SUBMITTER:	Joseph T. Regard
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Total Attachments: 9
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UNITED STATES OF AMERICA



State of Louisiana

DUPLICATE
Jox McKeithen
 SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

a copy of a Merger document whereby RAINTREE ESSIX, INC., organized under the laws of LOUISIANA, is merged into

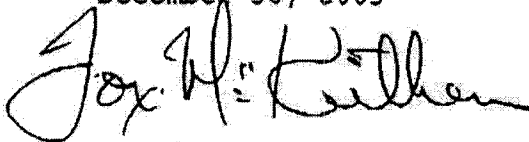
RAINTREE ESSIX, L.L.C.

Organized under the laws of LOUISIANA,

Was filed and recorded in this Office on December 30, 2003, with an effective date of December 31, 2003.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

December 30, 2003




TRO 35618761K 35618766

Secretary of State



UNITED STATES OF AMERICA



State of Louisiana

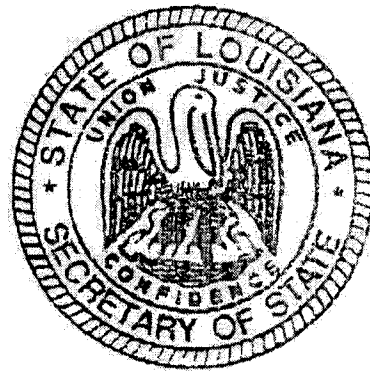
Box McKeithen
 SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that the annexed transcript was prepared by and in this office from the record on file, of which purports to be a copy, and that it is full, true and correct.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on.
 DEC 30 2003

Box McKeithen

Secretary of State



AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT is entered into this 30th day of December, 2003, effective as of the

31st day of December, 2003, by and between:

RAINTREE ESSIX, INC., appearing herein through its President and Secretary, Dann A. Schwartz, duly authorized pursuant to LSA R.S. 12:112 and LSA R.S. 12:117(C)(1) by Minutes of a Special Joint Meeting of its Shareholders and Board of Directors ("Merged Entity"); and

RAINTREE ESSIX, L.L.C., a Louisiana limited liability company, appearing herein through its members, Dann A. Schwartz, individually and as Trustee of The Schwartz Family Trust and its manager, Dann A. Schwartz, duly authorized, signifying their approval and authorization hereof pursuant to LSA R.S. 9:3444(A)(4), LSA R.S. 12:117(C)(2) and LSA R.S. 12:1359(A)(1) by their execution below ("Surviving Entity").

WITNESSETH:

WHEREAS, the Merged Entity has existed as a Louisiana corporation since December 21, 1992; and

WHEREAS, the Surviving Entity was organized as a Louisiana limited liability company on December 31, 2003, pursuant to Chapter 22 of Title 12 of the Louisiana Revised Statutes solely for purposes of this merger; and

WHEREAS, the shareholders and directors of the Merged Entity and the manager and members of the Surviving Entity deem it advisable to the general welfare and advantage of both entities that the two entities merge into a single entity to accomplish a mere change in form of organization for the Merged Entity, pursuant to this Agreement and the applicable provisions of Louisiana law, including LSA R.S. 9:3441, *et seq.*, and LSA R.S. 12:1357, *et seq.*, with the Articles

of Organization and Operating Agreement of the Surviving Entity remaining unchanged and in full force and effect,

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereby agree that the Merged Entity shall be merged into the Surviving Entity which shall continue its existence as a Louisiana limited liability company surviving the merger. The terms and conditions of the Agreement which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are as follows:

I.

Effective Date of the Merger

The Effective Date of this Agreement shall be December 31, 2003, and this Agreement, together with other requisite documents, shall be filed in the office of the Secretary of State for the State of Louisiana, after satisfaction of the requirements of the applicable laws of the State of Louisiana required as a prerequisite to such filing. Upon the Effective Date, the separate existence of RAINTREE ESSIX, INC. shall be merged with and into RAINTREE ESSIX, L.L.C. as the Surviving Entity, with the Articles of Organization and Operating Agreement of RAINTREE ESSIX, L.L.C. to remain unchanged and in full force and effect.

II.

Governing Law

Any and all controversies arising out of this Agreement shall be governed by the laws of the State of Louisiana.

III.

Members

The members of RAINTREE ESSIX, L.L.C. at the Effective Date shall constitute the members of the Surviving Entity.

IV.

Conversion of Interests in the Merger

The mode of carrying into effect the Plan of Merger provided in this Agreement, and the manner and basis of converting shares of capital stock of the Merged Entity into membership interests of the Surviving Entity shall be as follows:

Since each member of RAINTREE ESSIX, L.L.C. has registered in his or her name one (1) Unit of Organization Interest for each share of common stock of RAINTREE ESSIX, INC. registered in his or her name, no additional Units of the Surviving Entity shall be issued. Accordingly, the Units of membership interest of RAINTREE ESSIX, L.L.C. shall remain in force and effect and shall be the fully paid and nonassessable outstanding units of interest of the Surviving Entity as of the Effective Date of the merger.

V.

Effect of the Merger

As of the Effective Date, RAINTREE ESSIX, INC. shall be merged with and into RAINTREE ESSIX, L.L.C. and RAINTREE ESSIX, L.L.C. will be the Surviving Entity. The Surviving Entity shall thereupon and thereafter possess and enjoy all the rights, privileges, immunities and powers, both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of both entities and shall succeed to and be vested with all properties, real, personal and mixed, of both entities; and all property, rights, privileges, immunities, powers and all and every other interest of whatever kind shall be thereafter the property of the Surviving Entity, as effectively as they were of the respective entities, and the title to any real estate vested in either of said entities shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon any property of either of said entities shall be preserved

unimpaired, limited in lien to the property affected by such liens, at the Effective Date, and all debts, liabilities and duties of said entities, respectively, shall thenceforth attach to and be the responsibility of the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Entity; and any claim existing or action or proceeding pending by or against either RAINTREE ESSIX, INC. or RAINTREE ESSIX, L.L.C. may be prosecuted against the Surviving Entity.

VI

Accounting Matters

The assets and liabilities of RAINTREE ESSIX, INC. and RAINTREE ESSIX, L.L.C. as of the Effective Date shall be recorded on the Surviving Entity's books in the amounts and as carried on the books of the respective entities immediately prior to the Effective Date. The amount of assets, liabilities and capital of the Surviving Entity after the merger shall be equal to the sum of the aggregate amount of the assets, liabilities and capital of the respective entities immediately prior to the merger.

VII

Certification of Authorization

The undersigned President and Directors of RAINTREE ESSIX, INC., and the undersigned members of RAINTREE ESSIX, L.L.C., through their execution of this Agreement, hereby certify that this Agreement has been presented to, and unanimously approved at, respectively, a Special Joint Meeting of the Shareholders and Board of Directors of RAINTREE ESSIX, INC. and at a Special Meeting of the Members of RAINTREE ESSIX, L.L.C., each called for the purpose of voting to adopt this Agreement, respectively, in accordance with the requirements of LSA R.S. 9:3444 and LSA R.S. 12:1359.

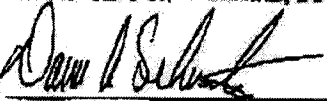
VIII
Miscellaneous

This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter other than the Articles of Organization and Operating Agreement of RAINTREE ESSIX, L.L.C. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.


IN WITNESS WHEREOF, the parties, pursuant to authority given by their respective partners and members, have caused this Agreement to be duly entered into and signed as of the Effective Date, by all of the authorized representatives of the respective entities.

RAINTREE ESSIX, INC.

By: 
DANN A. SCHWARTZ, President

By: 
DANN A. SCHWARTZ, Secretary

RAINTREE ESSIX, L.L.C.

By: 
DANN A. SCHWARTZ,
MEMBER AND MANAGER

THE SCHWARTZ FAMILY TRUST
MEMBER

By: 
DANN A. SCHWARTZ, TRUSTEE

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, a Notary Public, authorized to administer oaths in the aforesaid Parish and State, personally came and appeared:

DANN A. SCHWARTZ

who, being first duly sworn, deposed, declared and acknowledged that he is the President of RAINTREE ESSDX, INC., and that pursuant to due and proper corporate authority, he has executed the annexed Agreement and Plan of Merger on behalf of the said corporation for the purposes therein expressed.

Dann A. Schwartz
DANN A. SCHWARTZ

Sworn to and subscribed before me, this 30th day of December, 2003.

Leon Stille, Jr.
NOTARY PUBLIC

