

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		CHANGE OF NAME	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SpringStar LLC		10/01/2005	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	SpringStar Inc.		
Street Address:	17669 128th Place NE		
Internal Address:	PO Box 2622		
City:	Woodinville		
State/Country:	WASHINGTON		
Postal Code:	98072		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2819526	SPRINGSTAR	
CORRESPONDENCE DATA			
Fax Number:	(425)487-4360		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	425-487-6011		
Email:	mike@springstar.net		
Correspondent Name:	Michael Banfield		
Address Line 1:	PO Box 2622		
Address Line 4:	Woodinville, WASHINGTON 98072		
NAME OF SUBMITTER:	Michael Banfield		
Signature:	/Michael Banfield/		
Date:	03/12/2010		

OP \$40.00 2819526

Total Attachments: 12

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UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

CERTIFICATE OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

SPRINGSTAR USA, INC.

WA Profit Corporation

UBI: 602-519-903

Filing Date: March 9, 2006

Merging Entities:

601-865-601

SPRINGSTAR, L.L.C.

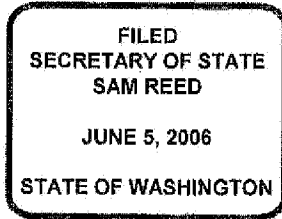


Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

TRADEMARK

REEL: 004166 FRAME: 0366



Articles of Merger
ARTICLES OF MERGER

of

SpringStar, L.L.C, a Washington limited liability company

into

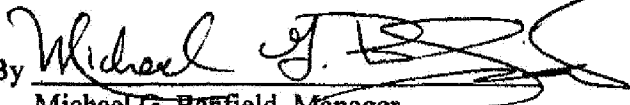
SpringStar USA, Inc., a Washington corporation

Pursuant to the provisions of the Washington Business Corporation Act, the undersigned companies adopt the following articles of merger:

1. The Agreement and Plan of Merger (the "Plan") is attached hereto as Exhibit A.
2. The Plan was duly approved by the shareholders of the corporation pursuant to RCW 23B.11.030 and by the members of the limited liability company pursuant to RCW 25.15.400.
3. These Articles of Merger will be effective upon filing with the Washington Secretary of State.

DATED this 1st day of October, 2005.

SpringStar, L.L.C., a Washington limited liability company

By 
Michael G. Banfield, Manager

SpringStar USA, Inc., a Washington corporation

By 
Michael G. Banfield, President

EXHIBIT A
Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

among:

SpringStar USA, Inc.
a Washington corporation

and

SpringStar, L.L.C.
a Washington limited liability company

Dated as of October 1, 2005

117003.0001/1245742.1

TRADEMARK
REEL: 004166 FRAME: 0368

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of October 1, 2005, by and among SpringStar USA, Inc., a Washington corporation (the "Corporation") and SpringStar, L.L.C., a Washington limited liability company (the "Company").

A. The parties intend to effect a merger of the Company with and into the Corporation in accordance with this Agreement and the Washington Business Corporation Act (the "Merger").

B. Upon consummation of the Merger, the Company will cease to exist, and the Corporation will continue as the surviving entity in the Merger (the "Surviving Entity").

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

SECTION 1. DESCRIPTION OF TRANSACTION.

1.1 Merger of the Company into the Corporation. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.3), the Company shall be merged with and into the Corporation, and the separate existence of the Company shall cease. The Corporation will continue as the Surviving Entity.

1.2 Effect of the Merger. The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the Washington Business Corporation Act.

1.3 Closing; Effective Time. The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at such time and date as the Company and the Corporation may designate. (The date on which the Closing actually takes place is referred to in this Agreement as the "Closing Date.") Contemporaneously with or as promptly as practicable after the Closing, articles of merger shall be filed with the Secretary of State of the State of Washington. The Merger shall become effective at the time such Articles of Merger has been filed with and accepted by the Secretary of State of Washington (the "Effective Time").

1.4 Conversion of Interest. At the Effective Time, by virtue of the Merger and without any further action on the part of the Company or any member, or the Corporation or any shareholder, each LLC Unit held by a member in the Company shall be converted into a share of stock of equal value in the Corporation, subject to and conditional upon the member's executing the Corporation's Voting Trust Agreement, attached hereto as Exhibit A.

1.5 Further Action. If, at any time after the Effective Time, any further action is determined by the Corporation to be necessary or desirable to carry out the purposes of this Agreement or to vest the Corporation as the Surviving Entity with full right, title and possession

of and to all rights and property of the Company, the President of the Surviving Entity shall be fully authorized to take such action.

SECTION 2. COVENANTS OF THE PARTIES.

2.1 Filings and Consents. As promptly as practicable after the execution of this Agreement, each party to this Agreement (a) shall make all filings (if any) and give all notices (if any) required to be made and given by such party in connection with the Merger and the other transactions contemplated by this Agreement, and (b) shall use all commercially reasonable efforts to obtain all Consents (if any) required to be obtained by such party in connection with the Merger and the other transactions contemplated by this Agreement.

SECTION 3. MISCELLANEOUS PROVISIONS.

3.1 Further Assurances. Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request (prior to, at or after the Closing) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

3.2 Headings. The underlined headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

3.3 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one agreement.

3.4 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Washington.

3.5 Successors and Assigns. Each of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


3.6 Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of all of the parties hereto.

3.7 Severability. In the event that any provision of this Agreement, or the application of any such provision to any party hereto or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to that party or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

3.8 Entire Agreement. This Agreement and the other agreements referred to herein set forth the entire understanding of the parties hereto relating to the subject matter hereof and thereof and supersede all prior agreements and understandings among or between any of the parties relating to the subject matter hereof and thereof.

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.

SpringStar USA, Inc.

By: 
Michael G. Banfield, President

SpringStar, L.L.C.

By: 
Michael G. Banfield, Manager

STATE OF WASHINGTON



SECRETARY OF STATE

SPRINGSTAR, INC.

MICHAEL BANFIELD
17669 128TH PL NE
PO BOX 2622
WOODINVILLE WA 98072

AMENDMENT

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting Washington statutory requirements have been filed and processed with the Secretary of State on behalf of:

SPRINGSTAR, INC.

A Washington Profit Corporation
UBI: 602 519 903
Filing Date: September 04, 2007
Effective Date: September 04, 2007

Previous Name:

SPRINGSTAR USA, INC.



Given under my hand and the seal of the State of Washington at Olympia, the State Capital.

Sam Reed, Secretary of State

TRADEMARK
REEL: 004166 FRAME: 0372



**STATE OF WASHINGTON
SECRETARY OF STATE**

CERTIFICATE OF OFFICER

**WASHINGTON
PROFIT CORPORATION**

(Per Chapter 23B.10 RCW)

FEE: \$30

**EXPEDITED (24-HOUR) SERVICE AVAILABLE - \$20 PER ENTITY
INCLUDE FEE AND WRITE "EXPEDITE" IN BOLD LETTERS
ON OUTSIDE OF ENVELOPE**

- Please PRINT or TYPE in black ink
- Sign, date and return original AND ONE COPY to:

CORPORATIONS DIVISION
801 CAPITOL WAY SOUTH • PO BOX 40234
OLYMPIA, WA 98504-0234

- BE SURE TO INCLUDE FILING FEE. Checks should be made payable to "Secretary of State"

FOR OFFICE USE ONLY

FILED: / /

09/04/07 1328550-001
\$50.00 K #2048
RD:1359858

IMPORTANT! Person to contact about this filing Michael Banfield	Daytime Phone Number (with area code) 425-487-6011 x 22
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AMENDMENT TO ARTICLES OF INCORPORATION

NAME OF CORPORATION (As currently recorded with the Office of the Secretary of State) SpringStar USA, Inc.		
UBI NUMBER 602-519-903	CORPORATION NUMBER (if known)	AMENDMENTS TO ARTICLES OF INCORPORATION WERE ADOPTED ON Date: August 31, 2007
EFFECTIVE DATE (Specified effective date may be up to 30 days AFTER receipt of the document by the Secretary of State) OF ARTICLES OF AMENDMENT <input checked="" type="checkbox"/> Specific Date: August 31, 2007 <input type="checkbox"/> Upon filing by the Secretary of State		
ARTICLES OF AMENDMENT WERE ADOPTED BY (Please check ONE of the following) <input type="checkbox"/> Incorporators. Shareholders action was not required <input checked="" type="checkbox"/> Board of Directors. Shareholders action was not required <input type="checkbox"/> Duty approved shareholder action in accordance with Chapter 23B.10 RCW		

AMENDMENTS TO THE ARTICLES OF INCORPORATION ARE AS FOLLOWS
If amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment must be included. If necessary, attach additional amendments or information.

- Change of Name of Corporation:
From: SpringStar USA, Inc.
To: SpringStar, Inc.
- Increase number of authorized shares of common stock from 10,000,000 to 100,000,000

SIGNATURE OF OFFICER <i>This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.</i>		
	Michael G. Banfield	August 31, 2007
Signature of Officer	Printed Name	Date

INFORMATION AND ASSISTANCE - 360/753-7115 (TDD - 360/753-1485)

FOR OFFICE USE ONLY

523-002 (8/07)

FILED
SECRETARY OF STATE
SAM REED

September 4, 2007

STATE OF WASHINGTON

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SpringStar, Inc.

ARTICLE 1

NAME

The name of the corporation is changed from SpringStar USA, Inc. to SpringStar Inc. The corporation is incorporated under Title 23B of the Revised Code of Washington.

ARTICLE 2

SHARES

The corporation is authorized to amend the number of shares of common stock from 10,000,000 to issue 100,000,000 shares of common stock having a par value of \$0.001 per share.

ARTICLE 3

PREEMPTIVE RIGHTS

Except as may otherwise be provided by the board of directors, no preemptive rights shall exist with respect to shares of stock or securities convertible into shares of stock of the corporation.

ARTICLE 4

CUMULATIVE VOTING

The right to cumulate votes in the election of directors shall not exist with respect to shares of stock of this corporation.

ARTICLE 5

BYLAWS

The board of directors shall have the power to adopt, amend or repeal the Bylaws or adopt new Bylaws. Nothing herein shall deny the concurrent power of the shareholders to adopt, alter, amend or repeal the Bylaws.

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ARTICLE 6

DIRECTORS

The number of directors of the corporation shall be determined in the manner specified by the Bylaws and may be increased or decreased from time to time in the manner provided therein. The initial board of directors shall consist of two (2) directors whose names are Michael G. Banfield and Jane P. Banfield.

ARTICLE 7

LIMITATION OF DIRECTORS' LIABILITY

A director shall have no liability to the corporation or its shareholders for monetary damages for conduct as a director, except for acts or omissions that involve intentional misconduct by the director, or a knowing violation of law by the director, or for conduct violating RCW 23B.08.310, or for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled. If the Washington Business Corporation Act (the "Act") is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director shall be eliminated or limited to the full extent permitted by the Act, as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification for or with respect to an act or omission of such director occurring prior to such repeal or modification.

ARTICLE 8

INDEMNIFICATION

The corporation shall indemnify its directors and officers to the fullest extent not prohibited by law now or hereafter in force without regard to the limitations set forth in RCW 23B.08.510 through 23B.08.550, provided that no such indemnity shall indemnify any directors or officers from or on account of:

1. Acts or omissions of the director or officer finally adjudged to be intentional misconduct or a knowing violation of law;
2. Conduct of the director finally adjudged to be in violation of RCW 23B.08.310; or
3. Any transaction with respect to which it was finally adjudged that such director or officer personally received a benefit in money, property, or services to which the director or officer was not legally entitled.

The corporation shall advance reasonable expenses for such persons pursuant to the terms set forth in the Bylaws, or in a separate directors' resolution or by agreement or contract.

No amendment or repeal of this Article shall apply to or have any effect on any right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal.

ARTICLE 9

REGISTERED OFFICE AND AGENT

The address of the initial registered office of the corporation is 17669 128th Place NE, P.O. Box 2622, Woodinville, Washington 98072, and the name of the initial registered agent at that address is Michael G. Banfield.

ARTICLE 10

INCORPORATOR

The incorporator is Michael G. Banfield and Jane P. Banfield, whose address is 17669 128th Place NE, P.O. Box 2622, Woodinville, Washington 98072.

ARTICLE 11

SHAREHOLDER ACTION WITHOUT A MEETING

As provided under RCW 23B.07.040, action required or permitted by law to be taken at a shareholders' meeting may be taken without a meeting or a vote if either:

(1) the action is taken by written consent of all shareholders entitled to vote on the action; or

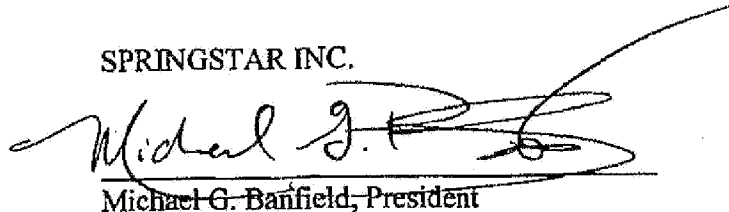
(2) the action is taken by written consent of shareholders holding of record, or otherwise entitled to vote, in the aggregate not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote on the action were present and voted, and at the time the action is taken the corporation is not a public company (as defined in the Act).

Notice of the taking of shareholder action by less than unanimous written consent shall be given to those shareholders entitled to vote on the action who have not consented in writing and, if required under the Act, to the nonvoting shareholders of the corporation. Such notice shall be in writing, shall describe the general nature of the action and shall contain or be accompanied by the same material that would have been required under the Act to be sent to nonconsenting (or nonvoting) shareholders in a notice of meeting if the proposed action was to be submitted for shareholder action at a meeting. Such notice shall be given as follows: (i) if mailed, by deposit in the U.S. mail at least 24 hours prior to the specified effective time of such action, with first-

class postage thereon prepaid, addressed to each shareholder entitled thereto at the shareholder's address as it appears on the current record of shareholders of the Corporation; or (ii) if delivered by personal delivery, by courier service, by wire or wireless equipment, by telegraphic or other facsimile transmission, or by any other electronic means which transmits a facsimile of such communication correctly addressed to each shareholder entitled thereto at the shareholder's physical address, electronic mail address, or facsimile number, as it appears on the current record of shareholders of the Corporation, at least 24 hours prior to the specified effective time of such action. In the case of action of a type that would constitute a significant business transaction under RCW 23B.19.020(15), then the notice shall be given no fewer than 20 days before the effective date of the action, or, if the action is of a type that would entitle shareholders to exercise dissenters' rights, then the notice must comply with RCW 23B.13.220.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation on August 30, 2007.

SPRINGSTAR INC.

A handwritten signature in black ink, appearing to read "Michael G. Banfield", is written over a horizontal line. The signature is stylized and somewhat cursive.

Michael G. Banfield, President