

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	MERGER																										
EFFECTIVE DATE:	10/02/2012																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Duckworth Boat Works, Inc.</td> <td></td> <td>10/02/2012</td> <td>CORPORATION: WASHINGTON</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Duckworth Boat Works, Inc.		10/02/2012	CORPORATION: WASHINGTON																
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CORRESPONDENCE DATA																											
<p>Fax Number: 2063402563 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 206 654-2430 Email: grant@lasher.com Correspondent Name: Taro Kusunose Address Line 1: 601 Union Street Address Line 2: Suite 2600 Address Line 4: Seattle, WASHINGTON 98101-4000</p>																											
ATTORNEY DOCKET NUMBER:	22578																										
NAME OF SUBMITTER:	Taro Kusunose																										

TRADEMARK

Signature:	/TK/
Date:	10/03/2012
Total Attachments: 5 source=Certificate of Merger (T617830)#page1.tif source=Certificate of Merger (T617830)#page2.tif source=Certificate of Merger (T617830)#page3.tif source=Certificate of Merger (T617830)#page4.tif source=Certificate of Merger (T617830)#page5.tif	

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:

RENAISSANCE MARINE GROUP, INC.

WA Profit Corporation

UBI: 602-064-383

Filing Date: October 2, 2012

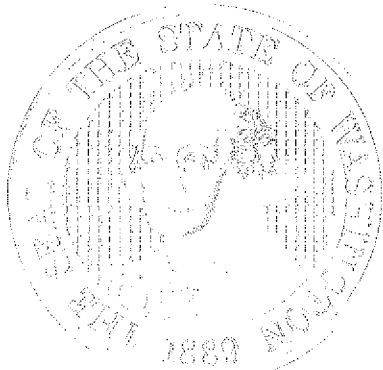
Merging Entities:

601-848-108

DUCKWORTH BOAT WORKS, INC.

601-816-308

WELDCRAFT MARINE INDUSTRIES, 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: 004872 FRAME: 0166

FILED
SECRETARY OF STATE
OCT 02 2012
STATE OF WASHINGTON

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ARTICLES OF MERGER
OF
DUCKWORTH BOAT WORKS, INC.
AND
WELDCRAFT MARINE INDUSTRIES, INC.
INTO
RENAISSANCE MARINE GROUP, INC.

TO THE SECRETARY OF STATE OF WASHINGTON:

The undersigned Corporation, pursuant to the Revised Code of Washington 23B.11 hereby executes the following Articles of Merger:

I.

The Plan of Merger whereby DUCKWORTH BOAT WORKS, INC. and WELDCRAFT MARINE INDUSTRIES, INC. are merged with and into their parent corporation, RENAISSANCE MARINE GROUP, INC., is attached hereto and incorporated herein by this reference.

II.

Shareholder approval of the merger is not required because RENAISSANCE MARINE GROUP, INC. is the sole owner of all of the issued and outstanding shares of DUCKWORTH BOAT WORKS, INC. and WELDCRAFT MARINE INDUSTRIES, INC.

Dated effective October 1, 2012.

RENAISSANCE MARINE GROUP, INC.
Surviving Corporation

By: 
Byron N. Bolton, Its President

**PLAN OF MERGER
OF
DUCKWORTH BOAT WORKS, INC.
AND
WELDCRAFT MARINE INDUSTRIES, INC.
INTO
RENAISSANCE MARINE GROUP, INC.**

THIS PLAN OF MERGER (the "Plan of Merger") is dated effective the first day of October, 2012 by and between Duckworth Boat Works, Inc., a Washington corporation ("Duckworth") and Weldcraft Marine Industries, Inc., a Washington corporation ("Weldcraft") and Renaissance Marine Group, Inc., a Washington corporation ("Renaissance" or the "Surviving Corporation").

RECITALS

A. Renaissance owns all of the issued and outstanding shares of Duckworth and Weldcraft.

B. It is deemed advisable for Duckworth and Weldcraft to be merged into their parent corporation, Renaissance.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Names of the Constituent Corporations. Duckworth and Weldcraft will merge with and into Renaissance. Renaissance will be the Surviving Corporation.

2. Terms and Conditions of the Merger. Upon the Effective Date, Duckworth and Weldcraft shall be merged into Renaissance pursuant to the laws of the State of Washington. Upon the Effective Date, the separate existence of Duckworth and Weldcraft shall cease, and all of their property, rights, liabilities, privileges and franchises, of whatsoever nature and description, shall be transferred to, vested in and devolve upon Renaissance, without further act or deed. Confirming deeds, assignments or other like instruments, when deemed desirable by Renaissance to evidence such transfer, vesting or devolution of any property rights, liabilities, privileges or franchises shall at any time, or from time to time, be made and delivered in the name of Duckworth and Weldcraft by the last acting officers thereof, or the corresponding officers of Renaissance. This merger is to be consummated pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

2. Manner and Basis of Converting Shares. On the effective date of the merger each share of common stock of Duckworth and Weldcraft shall cease to exist and shall be deemed cancelled, retired and eliminated, and no shares of the Surviving

Corporation shall be issued in respect thereof. Renaissance shall surrender its certificates for shares of Duckworth and Weldcraft for cancellation and, until so surrendered, each stock certificate of common stock of Duckworth and Weldcraft shall be deemed for all corporate purposes to evidence an amount equal to zero (0) shares.

3. Articles and Bylaws of Surviving Corporation.

The Articles of Incorporation of Renaissance, as the surviving corporation, on the effective date of the merger shall remain the same and shall be the Articles of Incorporation of the Surviving Corporation, until amended as set forth under state law. No changes are being made to the Renaissance Articles of Incorporation. The Bylaws of Renaissance, as the surviving corporation, as in effect on the effective date of the merger shall be the Bylaws of the Surviving Corporation, until the same shall be altered, amended or repealed or until new Bylaws are adopted as provided therein.

4. Directors and Officers of the Surviving Corporation. The number of directors of Renaissance shall remain the same, and the directors and officers of Renaissance as of the effective date of the merger, shall continue in office until the next election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the Surviving Corporation.

5. Approval. Pursuant to RCW 23B.11.040, this Plan of Merger does not require the approval of shareholders. The Board of Directors of Renaissance, the owner of one hundred percent (100%) of the stock in Duckworth and Weldcraft, shall approve this Plan of Merger.

6. Effective Date. The merger provided for in this Plan of Merger shall be effective upon filing with the Secretary of State of Washington (the "Effective Date").

7. Termination of Plan of Merger. At any time before the Effective Date, whether before or after approval hereof by the Board of Directors of Renaissance, this Plan of Merger may be terminated and the merger contemplated hereby abandoned, upon authorization by the Board of Directors of Renaissance, if in the exercise of their sole discretion they resolve that any of the following are likely:

a. Any order, consent or approval, governmental or otherwise, which is required by law, or advisable to permit or enable Renaissance to succeed to all or any part of the rights, assets, liabilities and obligations of Duckworth and Weldcraft, or to conduct, on or after the Effective Date, all or any part of the business or activities heretofore conducted by ABC, has not been obtained;

b. Any action, suit, proceeding, or claim has been instituted, made, or threatened relating to the Merger provided for herein, which makes it inadvisable to consummate the Merger; or

c. The Merger is inadvisable for any other reason.

The Board of Directors of Renaissance must agree to terminate and abandon the Plan of Merger pursuant to this paragraph. If the Plan of Merger is terminated and abandoned as above provided, this Plan of Merger shall become void and of no effect, and there shall be no liability on the part of either of the Corporations, the Boards of Directors, officers or shareholders thereof.

8. Amendment of the Plan of Merger. This Plan of Merger may be amended upon authorization by The Board of Directors of Renaissance, before or after approval hereof by the Shareholders of the Corporations, at any time prior to the Effective Date, with respect to terms contained herein except the terms of exchange set forth in paragraph 2 above.

9. Law. This Plan of Merger shall be governed by, construed, and enforced in accordance with the internal laws of the State of Washington. Venue for any action under this Plan of Merger shall lie in King County, Washington. Nothing herein set forth, express or implied, is intended or shall be construed to confer upon or give any person, firm or corporation, other than the parties hereto and their respective shareholders, any rights or remedies of any nature whatsoever under or by reason of this Plan of Merger.

RENAISSANCE MARINE GROUP, INC.

By: 
Byron N. Bolton, President

DUCKWORTH BOAT WORKS, INC.

By: 
Byron N. Bolton, President

WELDCRAFT MARINE INDUSTRIES, INC.

By: 
Byron N. Bolton, President