

P96000035567

ARTICLES OF MERGER
Merger Sheet

MERGING:

GRAVITY SPORTS, INC., a Florida corporation, #P96000035567

INTO

D.O.C.C. INC.. a Delaware corporation not qualified in Florida

File date: May 19, 1997

Corporate Specialist: Karen Gibson

P96000035567

CAPITOL SERVICES d/b/a
PARALEGAL & ATTORNEY SERVICE BUREAU, INC.

(Requestor's Name)
1406 Hays Street, Suite 2
(Address)
Tallahassee, FL 32301 (904) 656-3992
(City, State, Zip) (Phone #)

000002182620--1
-05/19/97--01037--014
*****87.50 *****87.50

OFFICE USE ONLY

300002182623--2
-05/19/97--01037--015
*****35.00 *****35.00

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. Gravity Sports, Inc P9600003556
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

☒ Walk in ☒ Pick up time 5:19

☒ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Merge
KCF
7/19

Examiner's Initials

(063636.1)

ARTICLES OF MERGER
OF
GRAVITY SPORTS, INC.
INTO
D.O.C.C. INC.

Pursuant to Section 607.1107,
Title XXXVI (Business Organizations),
Ch. 607 (Corporations)

FILED
97 MAY 19 PM 12:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, being the President and the Secretary of D.O.C.C. Inc. and, the undersigned, being the Chairman of the Board and the Secretary of Gravity Sports, Inc. hereby certify:

FIRST: The name of the Non-Surviving corporation is Gravity Sports, Inc.; that such corporation was incorporated under the laws of the State of Florida.

SECOND: The name of the Surviving corporation is D.O.C.C. Inc; that such corporation was incorporated under the laws of the State of Delaware.

THIRD: The laws of the State of Delaware permit the merger and it is in compliance therewith.

FOURTH: The Plan of Merger is annexed hereto as Exhibit A.

FIFTH: (a) The date on which the shareholders of the surviving corporation adopted the Plan of Merger pursuant to the Florida General Corporation Act is the 30th day of April, 1997.

(b) The date on which the shareholders of the Non-Surviving corporation adopted the Plan of Merger pursuant to the Fla. Stat. § 607.0704 is the day of May, 1997.

SIXTH: (a) The Surviving corporation agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligations of any Florida corporation which is a party to this merger and in any proceeding for the enforcement of the rights of dissenting shareholders of any such Florida corporation against the Surviving corporation.

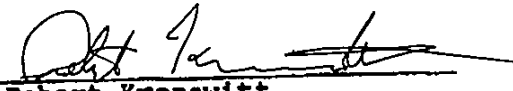
(b) The Surviving corporation hereby irrevocably appoints the Secretary of State of Florida as its agent to accept service of process in any such proceedings and the address to which the Secretary of State shall forward notice of such process is Gravity Sports, Inc., 600 SW 4th Avenue, Fort Lauderdale, Florida 33315.

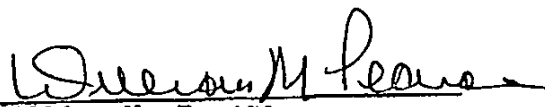
(c) The Surviving Corporation agrees that it will promptly pay to the dissenting shareholders of any such Florida corporation the amount, if any, to which they shall be entitled under the provisions of the laws of the State of Florida with respect to the rights of the dissenting shareholders.

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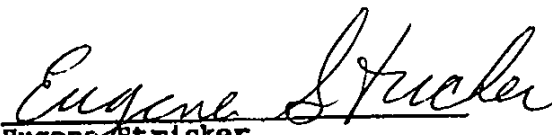
IN WITNESS WHEREOF, we sign this certificate this 6 day
of May, 1997.

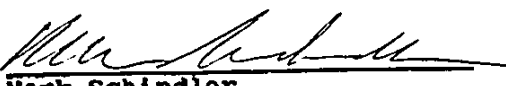
GRAVITY SPORTS, INC.

By: 
Robert Kronowitt
Chairman of the Board

By: 
William M. Pearce
Secretary

D.O.C.C., INC.

By: 
Eugene Stricker
President

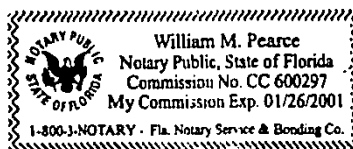
By: 
Mark Schindler
Secretary

STATE OF Florida }
 }
COUNTY OF Broward }

Be it remembered that on this 6th day of May, 1997, personally appeared before me, a Notary Public in and for the County and State aforesaid, Robert Kronowitt who stated that he is the Chairman of the Board of Gravity Sports, Inc., and who is known personally to me be such, and acknowledged the foregoing document to be the act and the deed of the signature thereof, and the facts stated therein are true.

Given under my hand and seal of office the day and year aforesaid.

William M. Pearce
(Notary Public)




(063636.1)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Be it remembered that on this 6th day of May, 1997, personally came before me, a Notary Public in and for the County and State aforesaid, Eugene Stricker who stated that he is the President of D.O.C.C. Inc., and who is known personally to me to be such, and acknowledged the foregoing document to be the act and the deed of the signers thereof, and the facts stated therein are true.

Given under my hand and seal of office the day and year aforesaid.


(Notary Public)

MAY ORENSTEIN
Notary Public, State of New York
No. 02OR5037522
Qualified in Westchester County
Commission Expires Dec. 27, 1999

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated this 30th day of April, 1997, between D.O.C.C. Inc., a Delaware corporation, and Gravity Sports, Inc., a Florida corporation.

WITNESSETH that:

WHEREAS, both of the constituent corporations desire to merge into a single corporation; and

NOW, THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger (the "Merger") and mode of carrying the same into effect as follows:

FIRST: At the Effective Time (as hereinafter defined) Gravity Sports, Inc. shall merge into and with D.O.C.C. Inc. which shall be the surviving corporation (the "Surviving Corporation").

SECOND: The Certification of Incorporation of D.O.C.C. Inc. as it may from time to time have been amended and as it is in effect immediately prior to the Effective Time, shall continue in full force and effect upon the Merger as the Certificate of Incorporation of the Surviving Corporation, provided, however, that upon the Merger the Certificate of Incorporation shall be amended as follows:

Paragraph 1 of such Certificate of Incorporation shall be amended to read in its entirety as follows:

"1. The name of the Corporation is Gravity Sports, Inc."

Paragraph 4 of such Certificate of Incorporation shall be amended to read in its entirety as follows:

"4. The corporation shall be authorized to issue 25,000,000 shares of common stock, with a par value of \$.0001 per share and 10,000,000 shares of preferred stock, with a par value of \$.0001 per share, the powers, designations, preferences and rights of which shall be determined by resolution of the Board of Directors.

THIRD: Each share of the common stock of D.O.C.C. Inc. which shall be issued and outstanding as of the Effective Time shall remain issued and outstanding upon the Merger and each such share shall thereafter constitute one share of the common stock of the Surviving Corporation.

FOURTH: Each share of the common stock of Gravity Sports, Inc. and each of the preferred stock of Gravity Sports, Inc. which shall be issued and outstanding as of the Effective Time shall upon the Merger be forthwith changed and converted into one share of common stock of the Surviving Corporation.

FIFTH: After the Effective Time of the Merger, each holder of a certificate (s) which prior to the Effective Time represented shares of common stock or preferred stock of Gravity Sports, Inc. shall surrender such certificate(s) to the Surviving Corporation and each such holder shall be entitled upon such surrender to receive the number of shares of common stock of the Surviving Corporation on the basis provided herein. From and after the Effective Time and until so surrendered, the certificates which prior to the Effective Time represented shares of the common stock or preferred stock of Gravity Sports, Inc. may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of shares of the Surviving Corporation as though said surrender and exchange has taken place.

SIXTH: The bylaws of D.O.C.C. Inc. as in effect immediately prior to the Effective Time shall be and remain the bylaws of the Surviving Corporation upon the Merger until the same shall be altered, amended or repealed as therein provided.

SEVENTH: On and after the Effective Time, the Directors and Officers of the Surviving Corporation shall be those persons identified below, each to hold the office(s) set forth opposite their respective names, all such persons to continue in office until their respective successors are duly elected and qualified in the manner provided in the Certificate of Incorporation and By-laws of the Surviving Corporation, or as otherwise provided by law.

Steven GagnonDirector, President

Robert Kronowitt.....Chairman of the Board, Director,
Vice President

Daniel A. France.....Director, Vice President-Finance,
Treasurer

William M. Pearce.....Director, Vice President, Secretary

Patrick SchaeferDirector

Arnold J. WrobelDirector

Eugene StrickerDirector

EIGHTH: As soon as practicable following the date hereof, Certificates of Merger or any similar document required by state law to effect the Merger shall be filed with the Secretaries of State of the States of Delaware and Florida. The Merger shall become effective upon the filing of the last of such certificates. The time when the Merger shall become effective is herein referred to as the "Effective Time." Concurrently with the execution and filing of Certificates of Merger, the President and Secretary of each of the constituent corporations to the Merger shall execute and deliver to the other constituent corporation to the Merger a certificate

setting forth the amount of the shares of each such corporation issued and outstanding as of such time and representing that except for such shares as are represented to be issued and outstanding there are no other shares, options or rights to or in the capital stock of such corporation.

NINTH: On and after the Effective Time, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Gravity Sports, Inc. shall be transferred to, vested in, and devolve upon, the Surviving Corporation without further act or deed. In furtherance of the foregoing, upon the Merger, the proper officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of Gravity Sports, Inc., all such deeds and instruments and to take or cause to be taken such further or other action in the name and on behalf of Gravity Sports, Inc. as shall be necessary or desirable to vest, perfect or confirm any and all right, title or interest in, to or under such rights, properties or assets in the Surviving Corporation.

TENTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be amended, terminated or abandoned by the Board of Directors of either constituent corporation at any time prior to the Effective Time, provided that an amendment made subsequent to the adoption of the Agreement by the stockholders of any constituent corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such constituent corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be affected by the Merger, or (3) alter or change any of the terms and conditions of the Agreement if


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such alteration or change would adversely affect the holders of any class or series of the capital stock of such constituent corporation.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors, have caused this Agreement to be executed as of April 30, 1997.

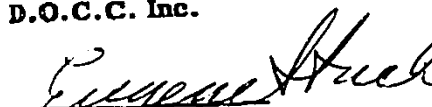
GRAVITY SPORTS, INC.

By:


Robert Kronowitt
Chairman of the Board

D.O.C.C. Inc.

By:


Eugene Stricker
President