

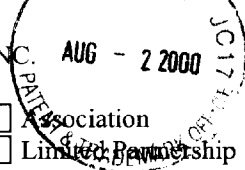
08-28-2000

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To the Director, 1

101444054



1. Name of conveying party, (s):
 GUTH LIGHTING SYSTEMS, INC.

Individual(s)
 General Partnership
 Corporation-State
 Other

Association
 Limited Partnership

Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:
 Assignment
 Security Agreement
 Other

Merger
 Change of Name

Execution Date: March 9, 1993

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
 1,849,183

Additional numbers attached? Yes No

FOR RECORDATION ONLY
 Record the attached original documents or copy thereof.

2. Name and address of receiving party(ies):
 Name: JJI LIGHTING GROUP, INC.
 Street Address: 67 Holly Hill Lane
 City: Greenwich State CT ZIP 06830

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

Name and address of party to whom correspondence concerning document should be mailed:
 Name: Fitzpatrick, Cella, Harper & Scinto
30 Rockefeller Plaza
New York, New York 10112-3801
 Telephone No.: (212) 218-2100
 Facsimile No.: (212) 218-2200

6. Number of applications and registrations involved:
 One

7. Total fee (37 CFR 3.41): \$40
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number
 (Attach duplicate copy of this page if paying by deposit account):

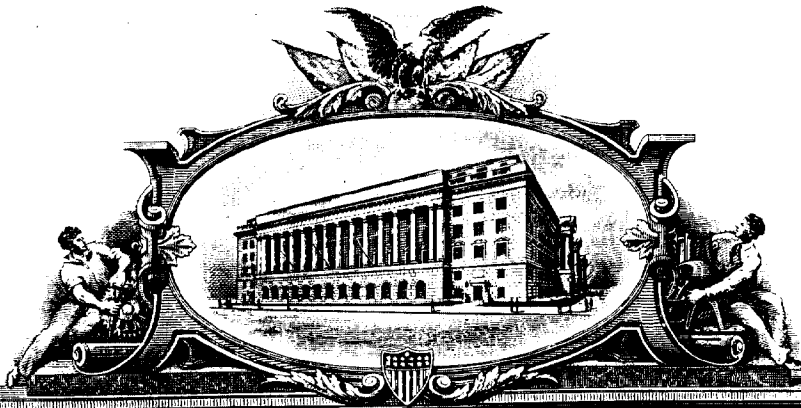
DO NOT USE THIS SPACE

9. 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.

Pasquale A. Razzano July 31, 2000
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 10

08/25/2000 ISH08077 00000078 1849183
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THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

November 24, 1997

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE RECORDS
OF THIS OFFICE OF A DOCUMENT RECORDED ON *August 24, 1993*.

By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS

MICHELLE GRIFFIN
Certifying Officer



TRADEMARK
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MAIL ROOM
AUG 24 1993
U.S. PATENT & TRADEMARK OFFICE

1040-581

D

TRANSMITTAL OF DOCUMENT FOR RECORDATION
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
GUTH LIGHTING SYSTEMS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):
Name: JJI LIGHTING GROUP, INC.
Street Address: 67 Holly Hill Lane
City: Greenwich State CT ZIP 06830

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 Other

3. Nature of conveyance: 09 3-9-93 DE

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: March 9, 1993

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A.

B. Trademark Registration No.(s)
 373,212; 392,634; 407,485; 586,474; 680,798;
 685,829; 694,856; 696,346; 693,771-695,577; 694,859;
 696,347; 694,861; 694,862; 695,232; 696,348; 809,191;

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Fitzpatrick, Cella, Harper & Scinto
277 Park Avenue
New York, New York 10172-0194
 Telephone No.: (212) 758-2400
 Facsimile No.: (212) 758-2982

6. Number of applications and registrations involved:
Forty-one

7. Total fee (37 CFR 3.41): ... \$ 1040.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number
 (Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature
090 BA 09/10/93 74373212
 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.
090 BA 09/10/93 74373212

Pasquale A. Razzano
Name of Person Signing

[Signature]
Signature

August 20, 1993
Date

DO NOT USE THIS SPACE

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0 482 1,000.00 CK

Total number of pages including cover sheet, attachments, and documents: 8

89143110 TRADEMARK ML

GUTH LIGHTING SYSTEMS, INC.

Additional Trademark Registrations:

812,059; 837,045; 853,121; 885,768; 905,813; 949,701;
958,105; 1,040,897; 1,047,620; 1,051,783; 1,047,621;
1,213,189; 1,312,206; 1,272,601; 1,419,095; 1,500,425;
1,631,488; 1,660,347; 1,672,977; 1,673,853; 1,707,974;
1,699,776; 1,733,999; 1,721,083

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REEL 1023 FRAME 99

State of Delaware
Office of the Secretary of State PAGE 1

I, WILLIAM T. QUILLEN, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP OF JJI LIGHTING GROUP, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING GUTH LIGHTING SYSTEMS, INC. A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE NINTH DAY OF MARCH, A.D. 1993, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO KENT COUNTY RECORDER OF DEEDS ON THE NINTH DAY OF MARCH, A.D. 1993 FOR RECORDING.

.....



William T. Quillen

William T. Quillen, Secretary of State

AUTHENTICATION TRADEMARK

REEL: 002125 FRAME: 0649

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REEL 1023 FRAME 100

CERTIFICATE OF OWNERSHIP AND MERGER

OF

GUTH LIGHTING SYSTEMS, INC.

INTO

JJI LIGHTING GROUP, INC.

Pursuant to Section 253 of the General
Corporation Law of the State of Delaware

JJI Lighting Group, Inc., a corporation formed under the laws of the State of Delaware ("JJI") desiring to merge its wholly owned subsidiary, Guth Lighting Systems, Inc., a Missouri corporation, ("Guth") into itself, pursuant to the provisions of Section 253 of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY as follows:

FIRST: JJI is a corporation formed under the laws of the State of Delaware, and its Certificate of Incorporation was filed in the office of the Secretary of State of Delaware on the 15th day of December, 1986. Guth is a corporation formed under the laws of the State of Missouri, and its Articles of Incorporation were filed in the office of the Secretary of State of Missouri on June 21, 1983.

SECOND: JJI is the lawful owner of all of the outstanding shares of stock of Guth.

THIRD: The Board of Directors of JJI, by resolutions duly adopted on the 25th day of February, 1993, determined to merge Guth into JJI, said resolutions being as follows:

WHEREAS, Sections 253 of the Delaware General Corporation Law and Section 351.447 of the Missouri General and Business Corporation Law allow for the merger of the Corporation's ("JJI's") wholly owned subsidiary, Guth Lighting Systems, Inc. ("Guth") into JJI;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of JJI deems it advisable that Guth be merged into JJI pursuant to Section 253 of the Delaware General Corporation Law and Section 351.447 of the Missouri General and Business Corporation Law, the Surviving Corporation to be JJI (the merger of Guth into JJI is hereinafter referred to as the "Merger"); and it is

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FURTHER RESOLVED, that in connection with the Merger, the Plan of Merger, attached hereto as Exhibit A and pursuant to which JJI assumes all of the liabilities of Guth, be adopted effective this date; and it is

FURTHER RESOLVED, that in connection with the Merger, any Vice President and the Secretary of JJI are authorized to execute and cause to be filed with the Secretary of State of Delaware a Certificate of Ownership and Merger pursuant to an in compliance with Section 253 of the Delaware General Corporation Law, on such date as said officers deem appropriate; and it is

FURTHER RESOLVED, that in connection the Merger, any Vice President and the Secretary of JJI are authorized to execute and cause to be filed with the Missouri Secretary of State Articles of Merger pursuant to and in compliance with Section 351.447 of the Missouri General and Business Corporation Law on such date as said officers deem appropriate; and it is


FURTHER RESOLVED, that the proper officers of JJI are authorized to do all other acts and to execute all other documents that may be necessary or advisable in order to consummate the Merger.

IN WITNESS WHEREOF, JJI Lighting Group, Inc. has caused this Certificate to be executed by its officers thereunto duly authorized this 17 day of March, 1993.

JJI LIGHTING GROUP, INC.

By: Charles J. Florio
Charles J. Florio
Vice President-Controller

ATTEST:


Donald A. Warner
Secretary

11/JJI/CONTIN/DELGUTH

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PLAN OF MERGER

GUTH LIGHTING SYSTEMS, INC.

INTO

JJI LIGHTING GROUP, INC.

The following sets forth the details of the Plan of Merger of Guth Lighting Systems, Inc., a Missouri corporation, and a wholly owned subsidiary of JJI Lighting Group, Inc., into JJI Lighting Group, Inc., a Delaware corporation.

ARTICLE 1. Names of Constituent Corporations.

The name of the surviving corporation is JJI Lighting Group, Inc. (hereinafter sometimes referred to as the "Surviving Corporation"). The name of the corporation to be merged into the Surviving Corporation is Guth Lighting Systems, Inc. ("Guth") Guth is a wholly owned subsidiary of the Surviving Corporation.

ARTICLE 2. Outstanding Stock of Constituent Corporations.

The designation and number of outstanding shares of each class of stock of each constituent corporation are as follows:

<u>Name of Corporation</u>	<u>Designation of Class</u>	<u>Number of Shares Outstanding</u>
Surviving Corporation	Common Stock, par value \$.20	3,607,471
Guth	Common Stock, par value \$.10	1,000

All such shares are entitled to vote. All shares of Guth are owned of record and beneficially by the Surviving Corporation.

ARTICLE 3. Terms and Conditions of the Merger.

3.1 Guth shall be merged into the Surviving Corporation in accordance with Section 253 of the General Corporation Law of the State of Delaware and Section 351.447 of the Missouri General and Business Corporation Law. The merger shall be effective upon the filing of the appropriate certificates with the appropriate department of the States of Delaware and Missouri (the date and time of the filing in Delaware is hereinafter referred to as the "Effective Time").

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3.2 At the Effective Time, the separate existence of Guth shall cease, and the existence of the Surviving Corporation shall continue unaffected and unimpaired; the Surviving Corporation shall have all of the rights, privileges, immunities, powers and purposes of Guth.

3.3 At the Effective Time, all of the outstanding shares of common stock of Guth shall be canceled. The capitalization of the Surviving Corporation immediately prior the Effective Time shall be the capitalization of the Surviving Corporation immediately after the Effective Time.

3.4 The Certificate of Incorporation and By-Laws of the Surviving Corporation in effect immediately prior to the Effective Time shall thereafter continue in full force and effect after the Effective Time until amended as provided therein or by law. The Board of Directors and Officers of the Surviving Corporation in office immediately prior to the Effective Time shall continue in office as the Board of Directors and Officers of the Surviving Corporation after the Effective Time.

3.5 All the property, real and personal, including subscriptions to shares, causes of action and every other asset of Guth shall vest in the Surviving Corporation without further act or deed.

3.6 The Surviving Corporation assumes and is liable for all the liabilities, obligations and penalties of Guth. No liability or obligation due or to become due, claim or demand for any cause existing against Guth, or any shareholder, officer or director thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against Guth, or any shareholder, officer or director thereof, shall abate or be discontinued by such merger, but may be enforced, prosecuted, settled or compromised as if such merger had not occurred, or the Surviving Corporation may be substituted in such action or special proceeding in place of Guth, as the case may be.

3.7 The Surviving Corporation agrees that it may be sued in the State of Missouri for any prior obligation of Guth and for any obligation thereafter incurred by the Surviving Corporation, so long as the obligation remains outstanding against Guth in such state and the Surviving Corporation shall irrevocably appoint the Secretary of State of Missouri as its agent to accept service of process in any action for the enforcement of such obligation.

ARTICLE 4. Consummation of Merger.

The Surviving Corporation and Guth shall take, or cause to be taken, all action or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Delaware and the State of Missouri or either of such states to consummate and make

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effective the merger.

ARTICLE 5. Abandonment of Merger.

Anything herein to the contrary notwithstanding, this Plan of Merger may be abandoned by action of the Board of Directors of the Surviving Corporation at any time prior to the Effective Time of the merger.

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RECORDED
PATENT AND TRADEMARK
OFFICE

AUG 24 1993