

03-16-2001



SHEET

Our Ref.: 35846-0001

101639614

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____



Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year _____
- Change of Name _____
- Other _____

Conveying Party

____ Mark if additional names of conveying parties attached

Name RheoLogix LLC _____

Execution Date
Month Day Year _____

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Delaware _____

Receiving Party

____ Mark if additional names of receiving parties attached

Name OccuLogix Corporation _____

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2575 Ulmerton Road _____

Address (line 2) Suite 210 _____

Address (line 3) CLEARWATER, FL 34622 _____

- Individual General Partnership Limited Partnership Corporation Association
 - Other _____
- ____ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Florida _____

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FOR OFFICE USE ONLY

01 01481 40.00 UP
02 0148E 100.00 UP

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

TRADEMARK
REEL: 002252 FRAME: 0505

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number (727) 561-0700

Name RAY GONZALEZ

Address (line 1) OCCULOGIX CORPORATION

Address (line 2) 2575 ULMERTON ROAD, SUITE 210

Address (line 3) CLEARWATER, FL 33762

Pages Enter the total number of pages of the attached conveyance document including any attachments.

8

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers are attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/813,029 75/682,157 75/605,583

2,231,130

Number of Properties Enter the total number of properties involved. 5

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$ 140.00

Method of Payment: Enclosed _____ Deposit Account _____

Deposit Account

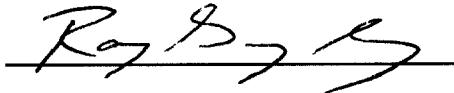
(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: _____

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

RAY GONZALEZ _____



MARCH 6, 2001 _____

Name of Person Signing

Signature

Date Signed



ARTICLES OF MERGER
Merger Sheet

MERGING: -----

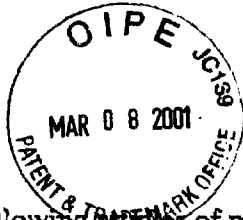
RHEOLOGIX, a non-qualified Delaware entity

INTO

OCCULOGIX CORPORATION, a Florida entity, P96000101844.

File date: September 25, 2000 .

Corporate Specialist: Trevor Brumbley



ARTICLES OF MERGER

The following ~~articles~~ articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. <u>RheoLogix, LLC</u> <u>2575 Ulmerton Road</u> <u>Suite 210</u> <u>Clearwater, Florida 33762</u>	<u>DeLaware</u>	<u>Limited Liability Company</u>
Florida Document/Registration Number: <u>N/A</u>		FBI Number: <u>59-3569017</u>
2. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FBI Number: _____
3. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FBI Number: _____
4. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FBI Number: _____

(Attach additional sheet(s) if necessary)

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TALLAHASSEE, FLORIDA

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<u>OccuLogix Corporation</u> <u>2575 Ulmerton Road</u> <u>Suite 210</u> <u>Clearwater, Florida 33762</u>	<u>Florida</u>	<u>Corporation</u>
Florida Document/Registration Number: <u>996 000101844</u>		FBI Number: <u>59-3434771</u>

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

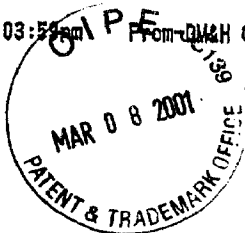
FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

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 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA
 APPROVED
 AND
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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of September __, 2000, by and between OccuLogix Corporation, a Florida corporation ("OccuLogix" or the "Surviving Party"), RheoLogix, LLC, a Delaware LLC ("RheoLogix" or the "Merged Party"), and together with the Surviving Party, the "Constituent Parties").

RECITALS

WHEREAS, the purposes and objectives of the Constituent Parties may be effectively achieved and promoted within a single corporate structure;

WHEREAS, pursuant to Section 608.1108 and Section 608.4381 of the Florida Business Corporation Act, as amended, (the "Florida Act"), this Agreement was adopted by the written consent of the members of the Board of Directors of the Surviving Party;

WHEREAS, pursuant to Section 18-209 of the Delaware Limited Liability Company Act, as amended (the "Delaware Act"), this Agreement was adopted by the written consent of the Members of the Merged Party.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Merger; Name. Upon the terms and conditions set forth in this Agreement, and in accordance with the Florida Act and the Delaware Act, as of the Effective Date (as defined in Section 2 hereof) the Merged Party shall be merged with and into the Surviving Party (the "Merger"). As of the Effective Date and thereafter, the name of the Surviving Party shall be OccuLogix Corporation.

2. Effective Date of the Merger. The Merger shall become effective on the date and the time that the Articles of Merger shall have been accepted for filing by the Secretary of State of the State of Florida, and the Certificate of Merger shall have been accepted for filing by the Secretary of State of the State of Delaware (the "Effective Date").

3. Effect of the Merger. The effect of the Merger on the Constituent Parties, as of the Effective Date, is as follows: (a) the Constituent Parties shall be a single corporation; (b) the separate corporate existence of the Merged Party shall thereupon cease, except to the extent provided for by the laws of the State of Delaware in the case of a corporation after its merger into another corporation; (c) the Surviving Party shall possess all the rights, including, without limitation, all intellectual property rights, privileges, immunities and franchises of each of the Constituent Parties, and all property (real, personal and mixed), including, without limitation, all intellectual property.

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and debts due on whatever account, and every other interest belonging to or due to each of the Constituent Parties shall be deemed to be transferred to and vested in the Surviving Party, without further act, deed or transfer; (d) the Surviving Party shall thenceforth be responsible for and subject to all of the debts, liabilities and obligations of each of the Constituent Parties in the same manner as if the Surviving Party had itself incurred them; (e) any claim, existing action, or proceeding pending by or against any of the Constituent Parties may be prosecuted to judgment by the Surviving Party and (f) neither the rights of creditors nor any liens upon the property of any of the Constituent Parties shall be impaired by the Merger.

4. Articles of Incorporation and By-Laws. As of the Effective Date, the Articles of Incorporation and the By-Laws of the Surviving Party, as in effect immediately prior to the Merger, shall continue in full force and effect as the Articles of Incorporation and the By-Laws of the corporation existing after the consummation of the Merger.

5. Conversion of Property in the Merger. Subject to the terms of this Agreement, as of the Effective Date, by virtue of the Merger and without any action on the part of the holders thereof, all property of the Merged Party shall not be converted in any manner and shall be canceled, and no additional shares in the Surviving Company shall be issued as a result of this Merger.

6. Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Date by the written consent of the members of the Board of Directors of OccuLogix or Members of RheoLogix.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

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AND
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, this Agreement of Plan of Merger has been executed by the undersigned as of the date first above written.

OCCULOGIX CORPORATION

By: Ray Boyly
Its: President + CEO

RHEOLOGIX, LLC

By: Ray Boyly
Its: President + CEO

APPROVED
AND
FILED

08 SEP 25 PM 12:45
SECRETARY OF STATE
CHICAGO, ILLINOIS