

11-29-2001



101903336  
Date:

1116-00100  
November 21, 2001

11-21-01

**ASSIGNMENT (DOCUMENT) COVER SHEET - TRADEMARKS**

NOV 21 2001

To the Assistant Commissioner for Trademarks: Please record the attached original document or copy thereof:

**1. Name of conveying party(ies) (Assignor):**

Hoya Optical Laboratories, Inc.  
c/o Benedict Optical  
651 E. Corporate Drive,  
Lewisville, Texas 75057-6403

**2. Name and address of party(ies) to whom transfer is made:**

Hoya Corporation  
7-5, Nakaochiai 2-chome  
Shinjuku-ku  
Tokyo, Japan 161-8525

**3. Nature of conveyance:**

Assignment   
Change of Name  Other State of Delaware Certificate  
of Dissolution; Plan of Distribution; Assumption Agreement

Execution Date: February 28, 2001

**4. Identification of application:**

Registration No.: 1,646,694  
Registration Date: June 4, 1991  
Mark: FASHION-LITE

**5. Address to which document should be returned after recordal:**

Marcella D. Watkins  
Conley, Rose & Tayon, P.C.  
P. O. Box 3267  
Houston, Texas 77253-3267

**6. Total number of pages including cover sheet, attachments and document:** 10

**7. Fee payment is provided for as follows:**

Attached is a check in the sum of \$ \_\_\_\_\_.  
 Charge account No. 03-2769 if any additional fee is due or credit account No. 03-2769 with any overpayment.  
 Charge account No. 03-2769 for any fees due..

**8. 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.

11/28/2001 LMJELLER 00000089 032769 1646694  
01 FC:481 40.00 CH

MARCELLA D. WATKINS  
Reg. No. 36,962  
Conley, Rose & Tayon, P.C.  
P. O. Box 3267  
Houston, Texas 77253-3267  
Tel. No. (713) 238-8000

*State of Delaware*  
**Office of the Secretary of State**

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PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DISSOLUTION OF "HOYA OPTICAL LABORATORIES, INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF FEBRUARY, A.D. 2001, AT 3:15 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



*Harriet Smith Windsor*  
*Harriet Smith Windsor, Secretary of State*

AUTHENTICATION: 0996340

DATE: 02-28-01

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TRADEMARK  
REEL: 002400 FRAME: 0377

STATE OF DELAWARE  
 SECRETARY OF STATE  
 DIVISION OF CORPORATIONS  
 FILED 03:15 PM 02/28/2001  
 010100945 - 2897120

**STATE OF DELAWARE  
 CERTIFICATE OF DISSOLUTION**

HOYA OPTICAL LABORATORIES, INC., a corporation organized and existing under the General Corporation Law of the State of Delaware.

**DOES HEREBY CERTIFY AS FOLLOWS:**

1. The dissolution of said Hoya Optical Laboratories, Inc. has been duly authorized by the sole Stockholder in accordance with subsection (c) of Section 275 of the General Corporation Law of the State of Delaware.
2. The date the dissolution was authorized is February 5, 2001.
3. The following is a list of the names and addresses of the directors of the said corporation:

| NAME            | ADDRESS  |
|-----------------|--|
| B.C. Benedict   | 651 E. Corporate Drive<br>Lewisville, TX 75057 |
| Takeo Sato      | 651 E. Corporate Drive<br>Lewisville, TX 75057 |
| Hiroshi Yukawa  | 651 E. Corporate Drive<br>Lewisville, TX 75057 |
| William Norwood | 651 E. Corporate Drive<br>Lewisville, TX 75057 |
| Masaki Iwataki  | 651 E. Corporate Drive<br>Lewisville, TX 75057 |

4. The following is a list of the names and addresses of the officers of the said corporation:

| NAME           | OFFICE                                     | ADDRESS  |
|----------------|--|--|
| B.C. Benedict  | President and Chief Executive Officer      | 651 E. Corporate Drive<br>Lewisville, TX 75057 |
| Joe Maris      | Vice President and Chief Operating Officer | 651 E. Corporate Drive<br>Lewisville, TX 75057 |
| Masaki Iwataki | Vice President and Chief Financial Officer | 651 E. Corporate Drive<br>Lewisville, TX 75057 |

**Ronald L. Brown**

**Secretary**

**651 E. Corporate Drive  
Lewisville, TX 75057**

**Dennis W. Benedict**

**Vice-President**

**651 E. Corporate Drive  
Lewisville, TX 75057**

**Philip Robertson**

**Vice-President**

**651 E. Corporate Drive  
Lewisville, TX 75057**

**Ray Knoll**

**Vice-President- West Coast  
Region**

**651 E. Corporate Drive  
Lewisville, TX 75057**

**Paul Zito**

**Vice-President- Northeast  
Region**

**651 E. Corporate Drive  
Lewisville, TX 75057**

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be executed by its duly authorized officer this 28<sup>th</sup> day of February, 2001.

By: B.C. Benedict  
Name: B.C. Benedict  
Title: President

**PLAN OF DISTRIBUTION**

**PLAN OF DISTRIBUTION** (this "Plan of Distribution"), dated as of February 28, 2001, by and between Hoya Corporation ("HOYA"), and its wholly owned subsidiary, Hoya Optical Laboratories, Inc. ("HOLA").

WHEREAS, HOYA, as the sole stockholder of HOLA has, by written consent dated February 5, 2001, declared that it is advisable and in the best interests of HOLA and its sole stockholder that HOLA should be dissolved, would-up and liquidated;

WHEREAS, HOYA, as the sole stockholder of HOLA has also agreed to irrevocably assume all liabilities whatsoever, contingent and otherwise, of HOLA and to post such security and take such action as required by the courts of the state of Delaware in accordance with Sections 280 and 281 of the General Corporation Law of Delaware (the "DGCL");

WHEREAS, to effect such liquidation, winding-up and dissolution, the parties hereby agree to the following Plan of Distribution in accordance with Section 281(b) of the DGCL:

1. **Distribution.** HOLA does hereby distribute 100% of its assets to HOYA, its sole shareholder, and HOYA does hereby accept such assets.
2. **Assignment of Liabilities.** HOYA, pursuant to this Plan of Distribution, will irrevocably assume all liabilities whatsoever, whether contingent, determined or otherwise, and in furtherance thereof agrees to sign the Assumption Agreement in substantially the form attached hereto as Exhibit A.
3. **Effectiveness.** This Plan of Distribution shall be effective immediately upon the filing of a Certificate of Dissolution with the Secretary of State of the State of Delaware and the effectiveness of the dissolution of HOLA in accordance with the laws of the State of Delaware.

\* \* \*

IN WITNESS WHEREOF, HOYA has caused its corporate name to be hereunder subscribed by its duly authorized officer, and HOLA has caused its name to be hereon subscribed by its duly authorized officer, all as of the day and year first above written.

HOYA CORPORATION

By Kenji Ema

Name: Kenji Ema

Title: Executive Managing Director/CFO

HOYA OPTICAL LABORATORIES, INC.

By B.C. Benedict

Name: B.C. Benedict

Title: President

**ASSUMPTION AGREEMENT**

**ASSUMPTION AGREEMENT** (this "Agreement"), dated as of February 28, 2001, by and between Hoya Corporation, a Japanese corporation ("HOYA"), and Hoya Optical Laboratories, Inc., a Delaware corporation ("HOLA").

WHEREAS, HOYA, as the sole stockholder of HOLA has, by written consent dated February 5, 2001, declared that it is advisable and in the best interests of HOLA and its sole stockholder that HOLA should be dissolved, wound-up and liquidated;

WHEREAS, HOYA, as the sole stockholder of HOLA has also agreed to irrevocably assume all liabilities whatsoever, contingent and otherwise, of HOLA and to post such security and take such action as required by the courts of the state of Delaware in accordance with Sections 280 and 281 of the General Corporation Law of Delaware (the "DGCL");

WHEREAS, HOYA and HOLA have entered into a Plan of Distribution dated as of February 28, 2000 (the "Plan of Distribution"), pursuant to Section 281(b) of the DGCL;

WHEREAS, to further effect such distribution, assignment and assumption, pursuant to the Plan of Distribution, the parties hereby agree as follows:

1. **Assignment.** (a) For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HOYA, for itself, its successors and assigns, hereby assumes and agrees to pay or cause to be paid, or otherwise discharge, perform, and fulfill, or cause to be discharged, performed, discharged and fulfilled to the extent that they are existing and outstanding on the date hereof, as the become due and payable (i) all liabilities of HOLA under each of HOLA's contracts, agreements and legal arrangements with, inter alia, its customers, suppliers, creditors, vendors and employees and (ii) all other liabilities whatsoever, of any type or term, whether contingent, determined or otherwise.

(b) To the extent that the assignment of any agreement or liability to be assigned as provided under the Plan of Distribution shall not have been assigned for any reason whatsoever, HOYA hereby assumed the obligations and liabilities of HOLA under such agreements and agrees to discharge, perform and fulfill such obligations and liabilities as though such agreements had been so assigned.

2. **Governing Law.** This Agreement shall be deemed to be a contract made in and under the laws of the State of Delaware and for all purposes, shall be construed, interpreted and enforced in accordance with the laws of the State of Delaware, without regard to the conflicts of laws rules thereto.

3. **Notices, etc.** Any notice or other communication required or permitted under this Agreement shall be sufficiently given if delivered in person or sent by telecopy or by registered or certified mail, postage prepaid, addressed as follows:

TRADEMARK