

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Display Technologies, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: February 16, 1999

2. Name and address of receiving party(ies)

Name: U.S. Traffic Corporation

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 9603 John Street

City: Santa Fe Springs CA Zip: 90670

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  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2102450 1304828 1304827

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thomas C. McDonough

Internal Address: Suite 4000

Street Address: Altheimer & Gray

10 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: \_\_\_\_\_

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

011,156

(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.

Thomas C. McDonough

May 9, 2003

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **13**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

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

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PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DISPLAY TECHNOLOGIES, INC.", CHANGING ITS NAME FROM "DISPLAY TECHNOLOGIES, INC." TO "U.S. TRAFFIC CORPORATION", FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF FEBRUARY, A.D. 1999, AT 12:30 O'CLOCK P.M.

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



Handwritten signature of Edward J. Freel in cursive script.

Edward J. Freel, Secretary of State

2861367 8100

991059525

AUTHENTICATION: 9577142

DATE: TRADEMARK  
REEL: 002647 FRAME: 0448

**CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF INCORPORATION  
OF  
DISPLAY TECHNOLOGIES, INC.**

**DISPLAY TECHNOLOGIES, INC.** (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, docs hereby certify:

**FIRST:** That, the Board of Directors of the Corporation unanimously adopted a resolution setting forth a proposed amendment to the Certificate of Incorporation of the Corporation, declaring said amendment to be advisable, and directing that said amendment be presented to the stockholders of the Corporation for consideration at a special meeting of the stockholders or by written consent of the stockholders. The resolution setting forth the proposed amendment is as follows:

**"RESOLVED,** that the Certificate of Incorporation of the Corporation be amended to change the name of the Corporation and that such amendment be effected by deleting paragraph **FIRST** in its entirety and substituting the following in lieu thereof:

**FIRST:** The name of the Corporation is **U.S. TRAFFIC CORPORATION.**

**FURTHER RESOLVED,** that the Certificate of Incorporation of the Corporation be amended by deleting paragraph **FOURTH** in its entirety and substituting the following in lieu thereof:

**FOURTH:** The total aggregate number of shares of stock that the Corporation shall have authority to issue is Thirty-Four Thousand (34,000) shares, consisting of Twenty-Five Thousand (25,000) shares of Common Stock, \$.01 par value per share (the "Common Shares"), and Nine Thousand (9,000) shares of Cumulative, Non-Voting, Non-Convertible Redeemable Senior Preferred Stock, \$1,000 par value per share (the "Senior Preferred Shares"), which Senior Preferred Shares shall have the following rights, preferences, privileges and restrictions:

1. **Ranking.** The Senior Preferred Shares, with respect to dividend payments, rights of redemption or distributions of the Corporation's assets upon the voluntary or involuntary liquidation, dissolution and winding up of the Corporation, will rank senior and prior in right to all classes of the capital stock of the Corporation, including, without limitation, the Common Shares, whether now or hereafter authorized or issued. The Corporation may not authorize any shares in any other classes of preferred stock ranking senior or pari passu to the Senior Preferred Shares without the prior written consent of a majority of the issued and outstanding Senior Preferred Shares.

## 2. Cumulative Dividends.

A. The holders of the Senior Preferred Shares shall be entitled to receive, when and as declared by the Corporation's Board of Directors, cumulative dividends in cash payable on the par value thereof at the rate of five percent (5%) per annum (the "Dividend Rate"), and no more. Dividends payable on the Senior Preferred Shares for any period less than a full Dividend Period shall be prorated on a daily basis and computed on the basis of a 360 day year consisting of twelve 30-day months. The Dividend Rate shall be subject to appropriate adjustment in the event of any stock split, reverse stock split, recapitalization, merger or other similar transaction. Such dividends shall be payable quarterly in arrears on the basis of calendar quarters (each, a "Dividend Period"), on the last day (unless such day is not a business day, in which event on the next succeeding business day) of March, June, September and December (each of which months is hereinafter referred to as a "Payment Month") of each year commencing with the payment due March 31, 1999 with respect to the quarter ending December 31, 1998. Such dividends shall be payable to holders of record as they appear in the Senior Preferred Share register as of the 15th day of that Dividend Period's Payment Month.

B. Notwithstanding the provisions of Section 2A above, the dividends with respect to any Dividend Period shall be paid only to the extent there is sufficient "Adjusted Cash Flow", as defined below, for such Dividend Period. To the extent Adjusted Cash Flow is insufficient to pay all dividends then payable, such dividends shall be paid in part to the full extent of available Adjusted Cash Flow. Any dividend or portion thereof which is not paid as a result of insufficient Adjusted Cash Flow shall accrue and bear interest at the "Interest Rate" as set forth in Section 2C below, and shall be paid in whole or in part on the Payment Date for dividends for the next Dividend Period for which there is available Adjusted Cash Flow after first taking into account the dividend that is regularly due and payable for such succeeding Dividend Period. Payments with respect to accrued dividends shall be applied first to accrued interest and then to principal.

For purposes hereof, the term "Adjusted Cash Flow", with respect to any Dividend Period, shall mean an amount equal to the net income for such period determined in accordance with generally accepted accounting principals consistently applied ("GAAP"), plus depreciation, amortization and all other non-cash charges, to the extent deducted by the Corporation in calculating net income, all in accordance with GAAP, minus payments (whether interest or principal) with respect to monies borrowed for working capital purposes by the Corporation, to the extent not otherwise deducted by the Corporation in the computation of net income.

C. The dividends payable with respect to the Senior Preferred Shares shall be cumulative from the date of issue thereof. Any accumulations of dividends due but not paid on the Senior Preferred Shares shall bear interest at the interest rate announced by Citibank, N.A. as its prime rate (which rate need not be the best rate

available) on the original due date of each such dividend payment, but in no event in excess of the maximum allowable under applicable law (the "Interest Rate"), from the date when payment thereof is due through the date of actual payment thereof.

D. In no event shall any dividend whatsoever be declared or paid (other than dividends payable in, or split-ups of, the Common Shares or any other class of shares ranking junior to the Senior Preferred Shares both as to dividends and assets), nor, except as provided in Section 2F below, shall any distribution be made upon the Common Shares or upon any other class of the Corporation's shares ranking junior to the Senior Preferred Shares as to dividends or assets (the "Junior Shares"), unless and until the full cumulative dividends described in Section 2A above payable to the holders of the outstanding Senior Preferred Shares shall have been paid for all past Dividend Periods, and the full cumulative dividends as aforesaid on the Senior Preferred Shares for the current Dividend Period shall have been declared and paid or declared and a sum sufficient for the payment thereof set apart by the Corporation.

E. In no event shall any Common Shares or any other class of Junior Shares be purchased or otherwise acquired for any consideration by the Corporation while any of the Senior Preferred Shares are outstanding.

F. In the event that (i) the Corporation, when considered by itself, shall not have sufficient Adjusted Cash Flow available on any particular payment date for the full payment of a dividend on the Senior Preferred Shares then due and owing, but (ii) the Corporation, when considered on such payment date in combination with one or more of its direct, wholly owned subsidiaries, shall have sufficient Adjusted Cash Flow (in the aggregate) to pay such dividend, the Corporation shall pay, and it shall cause such subsidiary or subsidiaries to pay, such amounts which, when aggregated, shall be equal to the amount of the dividend then due and owing.

### 3. Liquidating Preferences.

The Senior Preferred Shares shall be preferred as to both earnings and assets, and in the event of any liquidation, dissolution or winding-up of the Corporation, whether voluntarily or involuntarily, the holders of the Senior Preferred Shares shall be entitled, before any assets of the Corporation shall be distributed among or paid over to the holders of the Common Shares or to the holders of any class of Junior Shares, to be paid out of such assets (whether capital or surplus) distributable to the stockholders of the Corporation, the "Purchase Price per Share", as set forth in Section 4B below, for each of such Senior Preferred Shares, and after the making of such payment to the holders of the Senior Preferred Shares, all the remaining assets of the Corporation available for distribution to its stockholders, if any, shall be distributed among the holders of the Common Shares and of all other classes of Junior Shares according to their relative rights, preferences, privileges and restrictions, and according to their respective shares. If upon any such liquidation, dissolution, winding-up or other distribution of the Corporation's assets, the total assets of the Corporation

distributable as aforesaid among the holders of the Senior Preferred Shares shall be insufficient to permit the payment to them of said amounts, then the entire assets of the Corporation available for distribution to its stockholders shall be distributed ratably among the holders of the Senior Preferred Shares.

4. Corporation's Rights and Obligations of Redemption.

A. The Corporation has the right and option, exercisable at any time, to redeem all or any part of the outstanding Senior Preferred Shares for cash in the amount of the "Purchase Price per Share", as set forth in Section 4B below (the "Repurchase Option"), for each of such shares. The payment of the Purchase Price per Share by the Corporation and the delivery to the Corporation of the stock certificates evidencing the Senior Preferred Shares by the holders thereof shall be effectuated at a closing to be held at the Corporation's office (or at such other place mutually agreed upon by the Corporation and the holders of the Senior Preferred Shares) on a business day that is not less than fifteen (15) calendar days nor more than thirty (30) calendar days after the Corporation gives written notice to the holders of the Senior Preferred Shares of its election to exercise the Repurchase Option. At such closing, the Corporation shall deliver the Purchase Price per Share for each of the shares to the holders of the Senior Preferred Shares, in cash, or by unendorsed cashiers or certified checks in immediately available funds payable to the order of such holders of the Senior Preferred Shares, and the holders of the Senior Preferred Shares shall deliver the share certificates evidencing their ownership of the Senior Preferred Shares duly endorsed for transfer to the Corporation, or accompanied by duly executed instruments of assignment of the Senior Preferred Shares separate from the certificates, in all cases with signatures guaranteed by a national bank or member firm of the New York Stock Exchange.

B. The "Purchase Price per Share", shall be equal to the par value per share (\$1,000.00), plus a sum of money equivalent to all accumulated (i.e., unpaid) dividends thereon to the date of redemption, plus the interest, if any, which shall have accrued thereon. If any Senior Preferred Shares to be redeemed shall not be so paid upon surrender thereof for redemption, interest shall accrue on the full amount of the Purchase Price per Share remaining unpaid for each of such shares from the closing (in the case of Section 4) or the Redemption Date (as herein defined, in the case of Section 5) at the Interest Rate (in lieu of interest on the accumulated dividends only from the closing or Redemption Date).

C. On January 1, 2002, the Corporation shall be obligated to redeem all of the outstanding Senior Preferred Shares for cash in the amount of the Purchase Price per Share for each of such shares, subject to the legal availability of surplus of the Corporation. Such redemption of the Senior Preferred Shares and payment of said Purchase Price per Share in connection therewith shall be effected in the manner provided in Section 4A above for the redemption of the Senior Preferred Shares upon exercise by the Corporation of the Repurchase Option.

## 5. Holder's Rights of Redemption

A. In the event that a Redemption Event (as hereinbelow defined) shall have occurred, then, the provisions of Section 4 above to the contrary notwithstanding and subject to the terms and conditions of this Section 5, each holder of the Senior Preferred Shares shall have the right, at such holder's option, to require the Corporation to redeem not less than all of such holder's Senior Preferred Shares for cash in the amount of the Purchase Price per Share for each of such shares (the "Holder Option"), subject to the legal availability of surplus of the Corporation.

For purposes of this Section 5, the "Redemption Date" shall be the forty fifth (45th) calendar day (unless such day is not a business day, in which event the next succeeding business day) after the date on which a Redemption Event shall have occurred.

A "Redemption Event" shall be deemed to have occurred upon the happening of any of the following events:

(i) the sale, exchange, transfer or other disposition, directly or indirectly, of all or substantially all of the assets of the Corporation, in a single transaction or series of related transactions;

(ii) the sale, exchange, transfer or other disposition (including in connection with a merger, consolidation or other business combination) or the issuance of additional Common Shares, directly or indirectly, so that fifty percent (50%) or more of the outstanding Common Shares as of the date of this certificate, changes record or beneficial ownership, in a single transaction or series of related transactions;

(iii) the first registration statement shall be filed by the Corporation with the Securities and Exchange Commission for purposes of registering the Corporation's Common Shares of any class or series (or securities convertible into Common Shares) for sale by the Corporation in a public offering under the Securities Act of 1933, as amended, and shall be declared effective by the Securities and Exchange Commission, and such shares shall have been sold pursuant to the offering and payment received therefor;

(iv) any default by any party other than any holder of Senior Preferred Shares, pursuant to any Shareholders Agreement (as supplemented, amended, superseded or replaced) which may now or hereafter be entered into by or among any holders of the Common Shares or holders of any Senior Preferred Shares, which default continues past the applicable cure period provided, if any.

B. Redemption of Senior Preferred Shares in accordance with this Section 5 shall be at the election of the holder thereof and shall be made in accordance with the provisions of Section 4A hereof.

C. Unless the Corporation shall have theretofore exercised the Repurchase Option or redeemed all of the outstanding Senior Preferred Shares pursuant to Section 4 above, notice of the occurrence of a Redemption Event shall be given by the Corporation to each holder of the Senior Preferred Shares at his address appearing in the Senior Preferred Shares register, in each case by first class mail, postage prepaid, registered or certified mail or overnight delivery service, mailed not more than ten (10) calendar days after the occurrence of such Redemption Event, but failure to give such notice by mailing in the manner herein provided to the holder of the Senior Preferred Shares, or any defect in the notice to any holder of the Senior Preferred Shares, shall not affect the validity of the proceedings for the redemption of any other Senior Preferred Shares.

All such notices shall state:

- (i) the event constituting the Redemption Event;
- (ii) the Redemption Date; and
- (iii) the place or places where such Senior Preferred Shares are to be surrendered for payment.

D. No failure of the Corporation to give the foregoing notice or to give it in a timely manner shall limit the right of any holder of the Senior Preferred Shares to require the redemption of Senior Preferred Shares pursuant to this Section 5.

E. The Holder Option can be exercised with respect to all or any part of a holder's Senior Preferred Shares. A holder of the Senior Preferred Shares electing to exercise the Holder Option shall make such election by delivering to the Corporation at 6301 Best Friend Road, Norcross, Georgia 30071 Attn: Chief Financial Officer (or at such other place as the Corporation may from time to time designate), not later than the fifth (5th) business day prior to the Redemption Date a written notice of election, or, if later, on or before the fifth (5th) business day after such holder of the Senior Preferred Shares receives the notice described in Section 5C above (a "Notice of Election") setting forth the name of the holder of the Senior Preferred Shares, the aggregate number of Senior Preferred Shares held by such holder and a statement that the election to require redemption is being made thereby. Such Notice of Election shall be revocable (by a written revocation to the Corporation at the above address) at any time prior to the Redemption Date.



F. To the extent that any mandatory redemption of the Senior Preferred Shares pursuant to Section 4C or any redemption pursuant to a Holder Option pursuant to Section 5 is not made at the required time because of insufficient legal availability of surplus of the Corporation, the Corporation shall take all steps legally available to create a sufficient surplus and shall make such redemption at the earliest time thereafter that sufficient surplus becomes legally available.

6. Voting.

The Senior Preferred Shares shall have no voting rights except as set forth in this Section 6.

A. So long as any of the Senior Preferred Shares are outstanding, the holders of a majority of the outstanding Senior Preferred Shares (voting as a class) at a meeting of the holders thereof called for such purpose or by written consent of such majority, will vote to elect one person to the Corporation's Board of Directors. Only the Senior Preferred Shares, by vote of a majority, shall be entitled to remove such director, with or without cause, or to elect a replacement in the event of death, disability, resignation or otherwise.

B. (i) In the event that (a) the Corporation does not redeem any of the Senior Preferred Shares in accordance with the provisions of Sections 4C or 5 above, or (b) the Corporation otherwise breaches any of its obligations or covenants set forth in this certificate (each of the foregoing, a "Voting Right Event"), and such Voting Right Event is not cured or corrected within twenty (20) calendar days after the date of its occurrence, then the holders of the Senior Preferred Shares shall have the right, voting as a separate class, to elect a majority of the Corporation's Board of Directors at a special or annual meeting of the holders of the Senior Preferred Shares or by written consent. A Voting Right Event shall be deemed cured on the first date following such Voting Right Event on which the Corporation shall have (x) paid all missed dividend payments, together with accrued interest thereon at the Interest Rate or (y) cured any breaches of its obligations or covenants set forth in this Certificate.

(ii) If, at any time, a Voting Right Event shall occur and be continuing, each outstanding Senior Preferred Share shall entitle the holder thereof to one vote, and the holders of not less than 51% of the then outstanding Senior Preferred Shares, voting as one class, shall have the right, exercisable in accordance with Section 6(B)(3) below, to elect a majority of the directors (including the director elected pursuant to Section 6A above) (collectively, the "Preferred Directors"); provided, however, that at such time as the Voting Right Event or Events which gave rise to the exercise of the voting rights provided for in this Section 6 has been cured by waiver, payment of otherwise, the right of the holders of Senior Preferred Shares to vote as provided in this Section 6 shall cease and the Preferred Directors shall thereupon resign, subject to renewal from time to time upon the same terms and conditions.

Waiver of any Voting Right Event shall require the approval by vote or written consent of the holders of not less than 51% of the then outstanding Senior Preferred Shares, voting as a class.

(iii) At any time while a Voting Right Event shall be continuing, the Corporation may, and upon the written request of the holders of that number of then outstanding Senior Preferred Shares which equal, in the aggregate, at least 10% of the number of Senior Preferred Shares, treated as one class, entitled to vote then outstanding, addressed to the Corporation at its principal office, the Corporation shall, call a special meeting of the holders of the Senior Preferred Shares for the purpose of electing such Preferred Directors as the holders of the Senior Preferred Shares are then entitled to elect hereunder, such meeting to be held at the place designated in the By-laws of the Corporation for meetings of the Corporation's stockholders, and upon not less than ten (10) nor more than twenty (20) calendar days notice. If such meeting shall not be so called within five (5) calendar days after personal service of the request therefor, or within ten (10) calendar days after mailing of the same by registered mail within the United States of America, then the holders of that number of shares of the then outstanding Senior Preferred Shares, treated as one class, entitled to vote which equal, in the aggregate, at least 10% of the number of Senior Preferred Shares, treated as one class, then outstanding, may designate in writing one of their number to call such meeting, and the person so designated may call such meeting, and the person so designated may call such meeting at the place above provided and upon not less than ten (10) nor more than twenty (20) calendar days notice and for that purpose shall have access to the stock books of the Corporation. At any meeting so called or at any annual meeting held while the holders of Senior Preferred Shares have the voting power to elect two of the directors to the Board, holders of not less than 51% of the Senior Preferred Shares, treated as one class, present in person or by proxy, shall be sufficient to constitute a quorum for the election of Preferred Directors as provided in this Section 6, and by vote of 51% of the Senior Preferred Shares voting, treated as one class, shall have the power to elect the Preferred Directors. Together with any and all other directors who have theretofore been elected members of the Board ("Other Directors"), the Preferred Directors shall constitute the duly elected directors of the Corporation. Any vacancy which shall arise for any reason with respect to a Preferred Director at any time when the holders of Senior Preferred Shares have the right to elect Preferred Directors pursuant to the provisions of this Section 6 shall be filled by action of the remainder of the Preferred Directors, or if there be none, by the holders of the then outstanding Senior Preferred Shares at a meeting called in the manner set forth hereinabove and voting in the manner set forth hereinabove,

C. So long as any shares of Senior Preferred Stock shall be outstanding, the Corporation shall not, without the approval by the vote or written consent of the holders of at least 51% (or more if required by law) of the Senior Preferred Shares outstanding at the time:

(i) amend or repeal any provision of, or add any provision to, the Corporation's Certificate of Incorporation or By-laws, if such action would alter or change the Senior Preferred Shares or any right or preference thereof;

(ii) increase the authorized number of directors of the Corporation if a Voting Right Event has occurred and is continuing;

(iii) authorize or issue Senior Preferred Shares in excess of the 9,000 Senior Preferred Shares issued by the Corporation pursuant to the authority granted hereby or issue any Common Shares in excess of that currently issued and outstanding;

(iv) enter into, or permit any subsidiary to enter into, any agreement, indenture or other instrument which contains any provision (x) restricting the payment of dividends by the Corporation on the Senior Preferred Shares when due to the full extent required above or (y) restricting the redemption by the Corporation of Senior Preferred Shares to the full extent permitted by Sections 5 and 6 hereof;

(v) authorize, create or issue any shares of capital stock of the Corporation ranking senior to or on a parity with the Senior Preferred Shares;

(vi) take any action which would cause a dividend or other distribution to be deemed to be received by the holders of Senior Preferred Shares for federal income tax purposes unless such dividend or other distribution is actually received;

(vii) sell, transfer, pledge or encumber, in one or a series of transactions, all or substantially all of the assets of the Corporation; or

(viii) merge, consolidate or reorganize the corporate structure of the Corporation.

D. Immediately upon the exercise by the Senior Preferred Shares of their right to elect additional directors upon the occurrence of any Voting Right Event, as set forth above, all officers shall be deemed to have resigned and the newly elected Board of Directors, including the Preferred Directors, shall elect new officers for the Corporation.

E. Any action that can be taken by a majority of the holders of the Senior Preferred Shares at a meeting, including, without limitation, the election of Preferred Directors, or the vote on any of the items listed in Section 6(C) above can be taken by the written consent of the holders of at least 51% of the number of then issued and outstanding Senior Preferred Shares.

7. Corporation's Obligations.

So long as any of the Senior Preferred Shares remain outstanding, the Corporation will:

A. furnish to each holder of the Senior Preferred Shares, within thirty (30) calendar days after the end of each month, a copy of the unaudited consolidated financial statements of the Corporation and its subsidiaries, if any, for such month in the form furnished by the Corporation to its primary lender and certified as such by the Corporation's President;

B. furnish to each holder of the Senior Preferred Shares, within forty-five (45) calendar days after the end of the fiscal quarter, a copy of the unaudited consolidated financial statements of the Corporation and its subsidiaries, if any, for such quarter in the form furnished by the Corporation to its primary lender and certified as such by the Corporation's President;

C. furnish to each holder of the Senior Preferred Shares, within one hundred twenty-five (125) calendar days after the end of each fiscal year of the Corporation, a copy of the annual audited consolidated financial statements of the Corporation and its subsidiaries, if any, for such fiscal year in the form furnished by the Corporation to its primary lender and certified by an independent certified public accountant; and

D. promptly, but in no event later than seven (7) business days after receipt, furnish to each holder a copy of any notices of defaults or elections relating to material defaults under the Corporation's agreements with its primary lender.

8. Reservation of Rights of Holders of Common Shares.

The holders of the Common Shares shall have and enjoy, to the exclusion of the Senior Preferred Shares, every right, advantage, benefit and privilege and every interest and participation in profits, property, distribution and management, save such as are herein in this Certificate, or by law, expressly reserved to the holders of the Senior Preferred Shares.

9. Legal Fees.

If, as a result of the Corporation's failure to comply in any respect with the provisions of this Certificate, the holders of the Senior Preferred Shares commence legal proceedings to enforce their rights hereunder, the Corporation shall reimburse such holders for reasonable legal fees and expenses that they shall incur in connection therewith. If, as a result of such holder's failure to comply in any respect with the provisions of this Certificate applicable to them, the Corporation commences legal proceedings to enforce its rights hereunder, the holders of the Senior Preferred Shares shall reimburse Corporation for reasonable legal fees and expenses that it shall incur in connection therewith.

10. Notice.

The Senior Preferred Shares are freely transferable, subject to the restrictions of applicable federal and state securities and "blue sky" laws. The holders of the Senior Preferred Shares shall use their best efforts to notify the Corporation promptly of the transfer of record ownership of any their Senior Preferred Shares."

**SECOND:** That the foregoing resolutions have been adopted by the unanimous written consent of the holders of record of all the outstanding stock of the Corporation entitled to vote thereon.

**THIRD:** That the aforesaid amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

**IN WITNESS WHEREOF,** the Corporation has caused this certificate to be signed as of this 16TH day of February, 1999.

DISPLAY TECHNOLOGIES, INC.



By: \_\_\_\_\_

Its: Clerman

Basil K. Vasiliou, Chairman

Attested by:



Darnell Reeves, Assistant Secretary

303745.1



10 SOUTH WACKER DRIVE  
CHICAGO, ILLINOIS 60606-7482  
TEL: (312) 715-4000  
FAX: (312) 715-4800

**RUSH**

**FACSIMILE COVER PAGE**

<b>DELIVER TO</b>	<b>COMPANY/CITY, ST, COUNTRY</b>	<b>FAX #</b>	<b>CONTACT PHONE #</b>
Assignment Division	Commissioner of Patents and Trademarks	703-306-5995	

**FAX Special Instructions:** URGENT

**Date:** May 9, 2003      **From:** Carol A. Barnes      **Phone #:** (312) 715-4529

**Material Being Faxed:** Recordation Form Cover Sheet TRADEMARKS ONLY and attachment

**Total Number Pages (including cover page):** Pages 14

**Original Documents:** \_\_\_\_\_ Will \_\_\_\_\_ X Will Not Follow by Mail

**Message:** Our Ref: 80788.00.0001. Please record the name change document. Authorization to charge the deposit account is included. Please confirm receipt via return facsimile.

If there are any transmission problems, please call: (312) 715-4846 during the day.  
During evenings and weekends, please call: (312) 715-4797. To Return Faxes, send to: (312) 715-4800.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR DISTRIBUTION OF THIS COMMUNICATION TO OTHER THAN THE INTENDED RECIPIENT IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY, CALL US COLLECT AT 312-715-4000, EXT. 4846 AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

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<b>Client/Matter #:</b> 80788.00.0001	<b>User ID:</b> 7436	<b>User Initials:</b> CAB
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