

01-29-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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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):

1-29-03

SUNGLASS HUT CORPORATION

- 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: SUNGLASS HUT INTERNATIONAL, INC.

Internal Address:

Street Address: 4000 Luxottica Place

City: Mason State: OH Zip: 45040

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: December 31, 2002

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

A. Trademark Application No.(s) 1,486,797 and others

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Susan Mack

Internal Address:

Street Address: Luxottica Retail

4000 Luxottica Place

City: Mason State: OH Zip: 45040

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 3.41): \$ 840.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-0915

DO NOT USE THIS SPACE

9. Signature.

Susan Mack

Name of Person Signing

Susan Mack

Signature

1-20-03

Date

Total number of pages including cover sheet, attachments, and document: 9

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

01/29/2003 LMUELLER 00000033 500915 1486797

01 FC:8521 40.00 CH 02 FC:8522 500.00 CH

TRADEMARK REEL: 002659 FRAME: 0749

OFFICE OF PUBLIC RECORDS 2003 JAN 28 AM 11:35 FINANCE SECTION

SCHEDULE A

SUNGLASS HUT INTERNATIONAL, INC. - UNITED STATES

<u>TRADEMARK</u>	<u>APPLN.NO.</u>	<u>REGS.NO.</u>	<u>CLASS</u>	<u>FILING DATE</u>	<u>REGS. DATE</u>
CARRENZA	73/681755	1486797	9	31-Aug-1987	03-May-1988
CODE	75/354778	2279885	9	11-Sep-1997	21-Sep-1999
CODE	76/426318		14	24-Jun-2002	
FACE GEAR	75/470069	2588750	35	20-Apr-1998	02-Jul-2002
RIGORNO	75/194154	2115971	35	06-Nov-1996	25-Nov-1997
RX Logo	75/368853	2330154	42	06-Oct-1997	14-Mar-2000
SUN Design	74/304545	1803959	42	17-Aug-1992	09-Nov-1993
SUNGEAR	74/205037	1706427	9	19-Sep-1991	11-Aug-1992
SUNGEAR	75/975589	2045160	9	22-Feb-1993	11-Mar-1997
SUNGEAR	74/712528	1515956	42	22-Feb-1988	06-Dec-1988
SUNGLASS ATTITUDES	74/622389	2058588	42	05-Nov-1994	06-May-1997
SUNGLASS HUT	74/670851	1475511	42	08-Jul-1987	02-Feb-1988
SUNGLASS HUT & Design	74/210609	1703977	42	08-Oct-1991	28-Jul-1992
SUNGLASS HUT INTERNATIONAL	74/292141	1800295	42	08-Jul-1992	19-Oct-1993
SUNGLASS HUT INTERNATIONAL...*	74/311217	1834976	42	04-Sep-1992	03-May-1994

SCHEDULE A

SUNGLASS HUT INTERNATIONAL, INC. - UNITED STATES

<u>TRADEMARK</u>	<u>APPLN.NO.</u>	<u>REGS.NO.</u>	<u>CLASS</u>	<u>FILE DATE</u>	<u>REGS. DATE</u>
SUNGLASS HUT INT'L & Dgn	74/536880	2006695	42	13-Jun-1994	08-Oct-1996
SUNGLASS HUT SPORT	75/065103	2143223	42	29-Feb-1996	10-Mar-1998
SUNGLASS OUTLET	75/851926	2459301	35	18-Nov-1999	12-Jun-2001
SUNGLASS OUTLET AND DESIGN	75/047624	2027031	42	24-Jan-1996	31-Dec-1996
SUNSCRIPTIONS	74/706724	2072508	42	27-Jul-1995	17-Jun-1997
TORQUE	75/337044	2254296	9	07-Aug-1997	15-Jun-1999

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on December 31, 2002, for SUNGLASS HUT INTERNATIONAL, INC., the surviving Florida entity, as shown by the records of this office.

The document number of this entity is P96000042730.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Second day of January, 2003



CR2EO22 (7-02)

Jim Smith

Jim Smith
Secretary of State

TRADEMARK

REEL: 002659 FRAME: 0752

ARTICLES OF MERGER
OF
SUNGLASS HUT CORPORATION, a Florida corporation
INTO
SUNGLASS HUT INTERNATIONAL, INC., a Florida corporation

FILED
02 DEC 31 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1104 and Section 607.1105 of the Florida Business Corporation Act, SUNGLASS HUT CORPORATION, a Florida corporation ("SGH"), and SUNGLASS HUT INTERNATIONAL, INC., a Florida corporation ("INT'L"), hereby adopt the following Articles of Merger for the purpose of merging SGH with and into INT'L (the "Merger").

FIRST: The Plan of Merger, pursuant to Section 607.1104 of the Florida Business Corporation Act (the "FBCA"), is as set forth in these Articles of Merger, including Exhibit A attached hereto (the "Plan of Merger").

SECOND: The Merger shall be effective upon filing with the office of the Florida Secretary of State (the "Effective Time"). At the Effective Time SGH shall be merged with and into INT'L with INT'L being the surviving corporation of the Merger (the "Surviving Corporation") and the separate existence of SGH shall thereupon cease. The Merger shall have the effects set forth in Section 607.1106 and Section 607.1107 of the FBCA.

THIRD: The Articles of Incorporation of INT'L as in force and effect at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation.

FOURTH: The Bylaws of INT'L as in force and effect at the effective date shall be the Bylaws of the Surviving Corporation.

FIFTH: The directors and officers in office of INT'L upon the effective date of the merger shall be the members of the first Board of Directors and the first officers of the Surviving Corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the surviving corporation.

SIXTH: (i) Each share of SGH's capital stock, issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled without any consideration being issued or paid therefor, and (ii) each share of INT'L's capital stock, issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, remain issued and outstanding as in effect immediately prior to the Merger.

SEVENTH: The Plan of Merger was approved by written consent of the sole shareholder of SGH and by written consent of the sole shareholder of INT'L dated as of December 27, 2002.

IN WITNESS WHEREOF, each of SGH and INT'L have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by an authorized officer, on December 27, 2002

**SUNGLASS HUT INTERNATIONAL, INC.,
a Florida corporation**

By: Valerio Giacobbi
Valerio Giacobbi, Vice President

**SUNGLASS HUT CORPORATION,
a Florida corporation**

By: Valerio Giacobbi
Valerio Giacobbi, Vice President

AGREEMENT AND PLAN OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, dated December 27, 2002 (the "Agreement"), is entered into by and between SUNGLASS HUT CORPORATION, a Florida corporation ("SGH"), and SUNGLASS HUT INTERNATIONAL, INC., a Florida corporation ("INT'L") pursuant to Section 607.1104 of the Florida Business Corporation Act (the "FBCA").

The respective Boards of Directors of SGH and INT'L believe that it is in the best interests of SGH and INT'L and their respective shareholders to merge SGH with and into INT'L under and pursuant to the provisions of this Agreement and the FBCA.

Agreement

In consideration of the Recitals and of the mutual agreements contained in this Agreement, the parties hereto agree as set forth below.

1. **MERGER** SGH shall be merged with and into INT'L (the "Merger").

EFFECTIVE DATE. The Merger shall become effective immediately upon the later of the filing of this Agreement or the filing of Articles of Merger with the Secretary of State of Florida in accordance with the FBCA; provided, however, that if such Certificate of Merger and Articles of Merger specify a later time, then the Merger shall become effective upon such specified later time. The time of such effectiveness is hereinafter called the "Effective Date".

SURVIVING CORPORATION. INT'L shall be the surviving corporation (the "Surviving Corporation") of the Merger and shall continue to be governed by the laws of the State of Florida. On the Effective Date, the separate corporate existence of SGH shall cease.

ARTICLES OF INCORPORATION. The Articles of Incorporation of INT'L as it exists on the Effective Date shall be the Articles of Incorporation of the Surviving Corporation following the Effective Date.

BYLAWS. The Bylaws of INT'L as they exist on the Effective Date shall be the Bylaws of the Surviving Corporation following the Effective Date.

BOARD OF DIRECTORS AND OFFICERS. The members of the Board of Directors and the officers of INT'L immediately prior to the Effective Date shall be the members of the Board of Directors and the officers of the Surviving Corporation following the Effective Date, and such persons shall serve in such offices for the terms provided by law or in INT'L's Articles of Incorporation and Bylaws, or until their respective successors are elected and qualified.

CAPITAL STOCK. (i) Each share of SGH's capital stock, issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled without any consideration being issued or paid therefore, and (ii) each share of INT'L's capital stock, issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, remain issued and outstanding as in effect immediately prior to the Merger.

TERMINATION. This Agreement may be terminated and abandoned by action of the respective Board of Directors of SGH and INT'L at any time prior to the Effective Date, whether before or after approval by the shareholders of either or both of the parties hereto.

AMENDMENT. The Boards of Directors of the parties hereto may amend this Agreement at any time prior to the Effective Date.

INSPECTION OF AGREEMENT. Executed copies of this Agreement will be on file at the principal place of business of INT'L at 4000 Luxottica Place, Mason, Ohio 45040. A copy of this Agreement shall be furnished by INT'L on request and without cost, to any shareholder of either SGH or INT'L.

GOVERNING LAW. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.

SERVICE OF PROCESS. On and after the Effective Date, INT'L agrees that it may be served with process in Florida in any proceeding for enforcement of any obligation of SGH and INT'L arising from the Merger.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf by its officers duly authorized, all as of the date first above written.

**SUNGLASS HUT CORPORATION,
a Florida corporation**

By: Valerio Giacobbi
Valerio Giacobbi, Vice President

**SUNGLASS HUT INTERNATIONAL, INC.,
a Florida corporation**

By: Valerio Giacobbi
Valerio Giacobbi, Vice President