

FORM PTO-1594 (Rev. 6-93)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Tab settings => => =>

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

1. Name of conveying party(ies): GEMOLOGICAL INSTITUTE OF AMERICA, CALIFORNIA. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State California [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies): Name: GEMOLOGICAL INSTITUTE OF AMERICA, INC. Internal Address: Street Address: 5345 Armada Drive City: Carlsbad State: CA ZIP: 92008 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation State California [x] Other: Attached copy of Amended and Restated Articles of Incorporation evidences state of incorporation change from DE to CA If assignee is not domiciled in the United States, a domestic representative designation is attached. [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & addresses attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [x] Merger [] Security Agreement [] Change of Name [] Other Execution Date: July 22, 1998

4. Application number(s) or patent number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,258,325 Additional numbers attached? ? [] Yes [x] No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed/faxed: Name: John M. Kim, Esq. Street Address: Gray Cary Ware & Freidenrich LLP 4365 Executive Drive, Suite 1100 City: San Diego State: CA ZIP: 92121-2133 Phone No.: 858-638-6859 Facsimile No.: 858-677-1477

7. Total fee (37 CFR 3.41) \$40.00 [] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 07-1895 (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. John M. Kim Name of Person Signing

Signature November 10, 2003 Date Total number of pages including cover sheet, attachments, and document: []

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

CH \$40.00 071895 1258325

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FILED
In the office of the Secretary of State
of the State of California

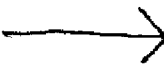
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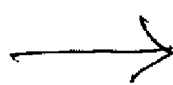
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Agreement of Merger

Bill Jones
BILL JONES, Secretary of State

This Agreement of Merger (the "Agreement") dated as of July 22, 1998, is entered into by the **Gemological Institute of America, Inc.**, an Ohio nonprofit corporation ("GIA") with principal offices in Carlsbad, California and **Gemological Institute of America, California**, a California nonprofit public benefit corporation (hereinafter referred to as "GIA CA" or the "surviving corporation") for the purpose of setting forth the parties' agreement regarding the merger of GIA into GIA CA.

1. It is agreed by the parties that on the Effective Date, as determined under the provisions of paragraph 9 below, GIA shall be merged into GIA CA, the corporate existence of GIA CA as the surviving corporation shall continue, and the separate existence of GIA shall cease. The corporate identity, existence, purposes, powers, rights, and immunities of GIA shall be merged into and vested in GIA CA, and except as otherwise provided in this Agreement, the corporate identity, existence, name, purposes, powers, rights, and immunities of GIA CA shall continue unaffected and unimpaired by the merger.
2. It is agreed by the parties that on the Effective Date, as determined under the provisions of paragraph 9 below, GIA CA shall be subject to all of GIA's debts, liabilities, and trust obligations in the same manner as if GIA CA had itself incurred them, and all rights of creditors and all liens and trust obligations on or arising from the property of each of the constituent corporations shall be preserved unimpaired, provided that such liens and trust obligations, if any, on the property of GIA shall be limited to the property affected thereby immediately prior to the Effective Date. The foregoing notwithstanding, as of the Effective Date, GIA CA hereby assumes all of the obligations of GIA under the Installment Sale Agreement dated as of May 1, 1995 by and between Gemological Institute of America, Inc. and California Statewide Communities Development Authority.
3. The parties acknowledge that the corporate purposes of GIA CA are identical to the purposes of GIA, that both are charitable organizations described in Section 501(c)(3) of the Internal Revenue Code, and that GIA CA will file with the Internal Revenue Service for recognition of its tax-exempt status under such Section.
4. GIA CA, as the surviving corporation, consents to be sued and served with process in Ohio in any proceeding for the enforcement of any obligation of GIA and irrevocably appoints the Secretary of State of Ohio as the surviving corporation's agent to accept service of process in any such proceeding.
5. Promptly after the Effective Date, the name of GIA CA shall be changed to the Gemological Institute of America, Inc. In order to make this change, the articles of incorporation of GIA CA will be amended to delete Article I and substitute in its place the following:





"The name of this corporation is the Gemological Institute of America, Inc."

Corresponding provisions of the bylaws of GIA CA will be similarly amended.

- 6. The principal office of the surviving corporation after such merger shall be maintained in Carlsbad, California or in such other location as may be approved by the Board of Governors of such corporation.
- 7. The officers and members of the Board of Governors of the surviving corporation from and after the Effective Date, until changed in accordance with law and the surviving corporation's bylaws, shall be the same persons who are officers and members of the Board of Governors of GIA on the Effective Date of the merger. Those persons are currently the following:

<u>Name</u>	<u>Position</u>
Paul G. Bailey	Board of Governors
Lee Berg	Board of Governors
Nancy Brewer	Board of Governors
Gordon E. Brown, Jr.	Board of Governors
Joseph H. Samuel, Jr.	Board of Governors
James C. Clark	Board of Governors
Matthew Stuller	Board of Governors
Eli Haas	Board of Governors
Susan M. Jacques	Board of Governors
Sheldon Kwiat	Board of Governors
Richard T. Liddicoat	Board of Governors
Anna Martin	Board of Governors
Glenn R. Nord	Board of Governors
George Rossman	Board of Governors
William E. Boyajian	Board of Governors / President
Ralph Destino	Board of Governors / Executive Chairman
Frank H. Maier, Jr.	Board of Governors / Vice Chairman
Robert J. Buscher	Secretary / Treasurer
J.F. "Brook" Ellis	Vice President
Thomas C. Yonelunas	Vice President

- 8. The surviving corporation's agent for service of process shall be William E. Boyajian.
- 9. This Agreement of Merger is binding upon execution, subject to the condition that GIA CA obtain recognition by the Internal Revenue Service (and other taxing authorities with jurisdiction over GIA CA) of GIA CA's tax-exempt status under Section 501(c)(3) of the Code (and under similar provisions of applicable state law). If such recognition of tax-exempt status is not obtained, this Agreement

shall be terminated and upon such termination shall be of no effect. When the Internal Revenue Service has recognized GIA CA's tax-exempt status and when all applicable laws have been complied with and all necessary authorizations, approvals, or consents have been received, a copy of this Agreement together with an officer's certificate of each constituent corporation shall be submitted to the Ohio Secretary of State and the California Secretary of State for filing. This merger shall become effective on the filing date of the later of these certificates. The date on which the merger becomes effective is referred to in this Agreement as the "Effective Date."

- 10. This Agreement of Merger may be abandoned prior to becoming effective by action of the Board of Governors of both corporations and (except for the surviving corporation's assumption of the obligations of GIA under the Installment Sale Agreement as provided in paragraph 2) may be amended by action of the Boards of Governors of both constituent corporations.
- 11. This Agreement constitutes the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter.
- 12. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all of the together shall constitute but one agreement.
- 13. On request by the surviving corporation, GIA shall from time to time execute and deliver any documents and instruments and take any actions desirable or necessary to vest in the surviving corporation the title to and possession of all rights, properties, assets, trusts, and business of GIA, or otherwise to carry out the full intent and purposes of this Agreement.

IN WITNESS WHEREOF, GIA and GIA CA have caused this Agreement to be executed as of the date first written above.

Gemological Institute of America, Inc., an Ohio nonprofit corporation

Gemological Institute of America, California, a California nonprofit public benefit corporation

By: William E. Boyajian
William E. Boyajian, President

By: Thomas C. Youckinas
Thomas C. Youckinas, President

By: Robert J. Buscher
Robert J. Buscher, Secretary

By: Robert J. Buscher
Robert J. Buscher, Secretary

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ENDORSED-FILED
In the office of the Secretary of State
of the State of California

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF

JAN 15 1999

GEMOLOGICAL INSTITUTE OF AMERICA, JEWEL JONES, Secretary of State

William E. Boyajian and Robert J. Buscher certify that:

- 1. They are the President and Secretary, respectively, of Gemological Institute of America, Inc., a California public benefit corporation (the "Corporation").
- 2. The Corporation's Articles of Incorporation are amended and restated to read as follows:

I

The name of this corporation is Gemological Institute of America, Inc.

II

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

III

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. Notwithstanding any other provision of these articles, this corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (b) by a corporation contributions to which are deductible under Section 170(e)(2) of the Internal Revenue Code.

C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

IV

The property of this corporation is irrevocably dedicated to charitable purposes, and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its

ARTICLES OF INCORPORATION

assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to one or more nonprofit funds, foundations, or corporations that are organized and operated exclusively for charitable purposes and that have established their tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, as selected by this corporation's board of directors in their sole discretion.

- 3. The foregoing amendment and restatement has been duly approved by the Corporation's Board of Governors.
- 4. The foregoing amendment and restatement has been duly approved by the written consent of the Corporation's only member at the time of such approval in accordance with the Corporation's bylaws and applicable law. Subsequent to such approval, such sole member was merged into this Corporation in a merger in which this Corporation was the surviving corporation. This Corporation currently has no members. No other party's approval or consent to this amendment and restatement of articles of incorporation is required.

William E. Boyajian

 William E. Boyajian, President

Robert J. Buscher

 Robert J. Buscher, Secretary

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true and correct of his own knowledge, and that this declaration was executed on January 4, 1999, at Carlsbad, California.

William E. Boyajian

 William E. Boyajian, President

Robert J. Buscher

 Robert J. Buscher, Secretary



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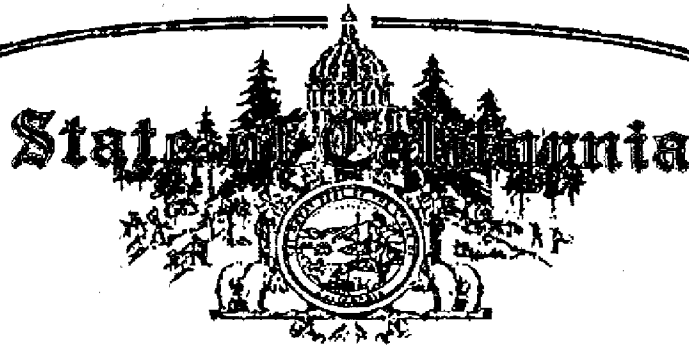
P. 05/05

FAX NO. 619 756 4388

COMLEY CHIDESTER, LLP

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SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of



Bill Jones

Secretary of State

San State Form CE 107 (rev. 9/99)

CSP 98 15524

P. 03/05

FAX NO. 619 756 4386

COMLEY CHIDESTER, LLP

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FAX TRANSMISSION COVER SHEET

November 10, 2003

<u>To:</u>	<u>Telephone:</u>	<u>Fax Number:</u>
Right Fax USPTO - Assignment Division	(703) 308-9723	(703) 306-5995

From: Melba E. Hoban 858-638-6763	Client-Matter Number: 2500312-900016
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Re: Recordation of Trademark Assignment
 Mark: **GEM**
 Reg. No.: 1,258,325

Pages: 8 - (including this form) Originals: will be mailed will not be mailed

If there is a problem with this transmission, please call (619) _____
 Fax Operator/Ext.

Message:

Dear Sir or Madam:

Enclosed please find the following documents for recordation:

- 1) Recordation Form Cover Sheet for Trademarks only;
- 2) Copy of Agreement of Merger between Gemological Institute of America California and Gemological Institute of America, Inc.
- 3) The Commissioner is hereby authorized to charge Deposit Account No. 07-1895 for the recordation of this trademark assignment in the amount of \$40.00.

Please record these documents and please return the original Notice of Recordation via facsimile to (858) 677-1477. If you should have any questions please feel free to contact me @ (858) 638-6763.

Sincerely,

Gray Cary Ware & Freidenrich LLP



Melba E. Hoban
 Paralegal to John M. Kim
 mhoban@graycary.com

Enclosures

CONFIDENTIALITY NOTICE

This communication is ONLY for the person named above. Unless otherwise indicated, it contains information that is confidential, privileged or exempt from disclosure under applicable law. If you are not the person named above, or responsible for delivering it to that person, be aware that disclosure, copying, distribution or use of this communication is strictly PROHIBITED. If you have received it in error, or are uncertain as to its proper handling, please immediately notify us by collect telephone and mail the original to us at the above address. Thank you.

(Form Rev. 6/5/00)

Gray Cary\SD\1580154.1
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RECORDED: 11/10/2003

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