

TRANSMITTAL OF DOCUMENT FOR RECORDATION
TRADEMARKS ONLY

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Nessen Lighting, Inc.

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

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

2. Name and address of receiving party(ies):

Name: JJI Lighting Group, Inc.

Street Address: 67 Holly Hill Lane

City: Greenwich State CT ZIP 06830

3. Nature of conveyance:

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

Execution Date: December 20, 2002

- 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
(Designation 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)
2032864

Additional numbers attached? Yes No

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

Name: Fitzpatrick, Cella, Harper & Scinto

30 Rockefeller Plaza

New York, New York 10112-3800

Telephone No.: (212) 218-2100

Facsimile No.: (212) 218-2200

6. Number of applications and registrations involved:
One

7. Total fee (37 CFR 3.41): \$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number

06-1205

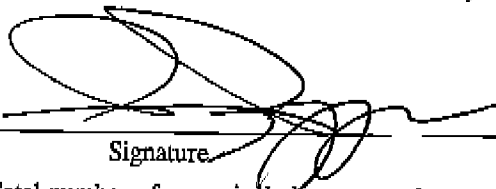
(Attach duplicate copy of this page if paying by deposit account):

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.

Pasquale A. Razzano, Reg. No. 25,512
Name of Person Signing



Signature

December 13, 2004
Date

Total number of pages including cover sheet, attachments, and documents: 42

CH \$40.00 061205 2032864

Delaware

PAGE 1

The First State

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 OWNERSHIP, WHICH MERGES:

"ARCHITECTURAL LANDSCAPE LIGHTING, INC.", A CALIFORNIA CORPORATION,

"ARDEE LIGHTING/USA, INC.", A DELAWARE CORPORATION,

"EUROCAST, INC.", A CONNECTICUT CORPORATION,

"HIGH-LITES, INC.", A CONNECTICUT CORPORATION,

"HOFFMEISTER, INC.", A CONNECTICUT CORPORATION,

"LAM LIGHTING SYSTEMS, INC.", A CALIFORNIA CORPORATION,

"MORLITE SYSTEMS, INC.", A PENNSYLVANIA CORPORATION,

"NESSEN LIGHTING, INC.", A NEW YORK CORPORATION,

"SHELBY LIGHTING, INC.", A DELAWARE CORPORATION,

"UV TECHNOLOGIES, INC.", A DELAWARE CORPORATION,

"VISTA LIGHTING CORPORATION", A CALIFORNIA CORPORATION,

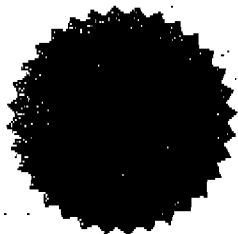
WITH AND INTO "JJI LIGHTING GROUP, INC." UNDER THE NAME OF

"JJI LIGHTING GROUP, INC.", A CORPORATION ORGANIZED AND EXISTING

UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED

IN THIS OFFICE THE TWENTIETH DAY OF DECEMBER, A.D. 2002, AT 4:30

O'CLOCK P.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2165770

2111060 8100M

020792561

DATE: 17 TRADEMARK

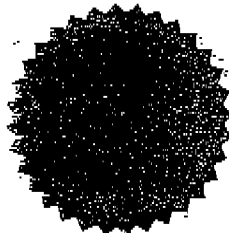
REEL: 002991 FRAME: 0440

Delaware

PAGE 2

The First State

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2002, AT 12 O'CLOCK A.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2165770

2111060 8100M

020792561

DATE: 12-31-02 TRADEMARK

REEL: 002991 FRAME: 0441

Delaware

PAGE 1

The First State

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 OWNERSHIP, WHICH MERGES:

"ARCHITECTURAL LANDSCAPE LIGHTING, INC.", A CALIFORNIA CORPORATION,

"ARDEE LIGHTING/USA, INC.", A DELAWARE CORPORATION,

"EUROCAST, INC.", A CONNECTICUT CORPORATION,

"HOFFMEISTER, INC.", A CONNECTICUT CORPORATION,

"LAM LIGHTING SYSTEMS, INC.", A CALIFORNIA CORPORATION,

"MORLITE SYSTEMS, INC.", A PENNSYLVANIA CORPORATION,

"NESSEN LIGHTING, INC.", A NEW YORK CORPORATION,

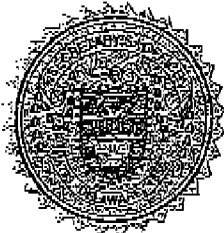
"SHELBY LIGHTING, INC.", A DELAWARE CORPORATION,

"UV TECHNOLOGIES, INC.", A DELAWARE CORPORATION,

"VISTA LIGHTING CORPORATION", A CALIFORNIA CORPORATION,

WITH AND INTO "JJI LIGHTING GROUP, INC." UNDER THE NAME OF "JJI LIGHTING GROUP, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTIETH DAY OF DECEMBER, A.D. 2002, AT 4:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF



Harriet Smith Windsor
 Harriet Smith Windsor, Secretary of State

2111060 8100M

020790241

AUTHENTICATION: 2165520

TRADEMARK

DATE REEL 2-002991 FRAME: 0442

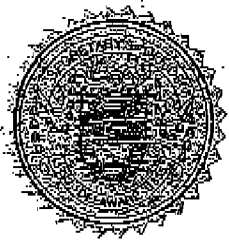
Delaware

PAGE 2

The First State

THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2002, AT 12 O'CLOCK A.M.

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



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2111060 8100M

020790241

AUTHENTICATION: 2165520 **TRADEMARK**
REEL: 002991 FRAME: 0443

STATE OF DELAWARE
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 FILED 04:30 PM 12/20/2002
 020790241 - 2111060

CERTIFICATE OF OWNERSHIP AND MERGER

OF

ARCHITECTURAL LANDSCAPE LIGHTING, INC.
 ARDEE LIGHTING/USA, INC.
 EUROCAST, INC.
 HIGH-LITES, INC.
 HOFFMEISTER, INC.
 LAM LIGHTING SYSTEMS, INC.
 MORLITE SYSTEMS, INC.
 NESSEN LIGHTING, INC.
 SHELBY LIGHTING, INC.
 UV TECHNOLOGIES, INC.

AND

VISTA LIGHTING CORPORATION

INTO

JJI LIGHTING GROUP, INC.

Pursuant to Section 253 of the General
 Corporation Law of the State of Delaware

JJI Lighting Group, Inc., a corporation formed under the laws of the State of Delaware ("JJJ") desiring to merge its wholly owned subsidiaries, Architectural Landscape Lighting, Inc., a California corporation, ("ALL"), Ardee Lighting/USA, Inc., a Delaware corporation, ("Ardee"), Eurocast, Inc., a Connecticut corporation ("Eurocast"), High-Lites, Inc., a Connecticut corporation ("HL"), Hoffmeister, Inc., a Connecticut corporation ("Hoffmeister"), Lam Lighting Systems, Inc., a California corporation ("Lam"), Morlite Systems, Inc., a Pennsylvania corporation ("Morlite"), Nessen Lighting, Inc., a New York corporation ("Nessen"), Shelby Lighting, Inc., a Delaware corporation ("Shelby"), UV Technologies, Inc., a Delaware corporation ("UV"), and Vista Lighting Corporation, a California corporation ("Vista") into itself, pursuant to the provisions of Section 253 of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY as follows:

FIRST: JJI is a corporation formed under the laws of the State of Delaware, and its Certificate of Incorporation was filed in the office of the Secretary of State of Delaware on the 15th day of December, 1986. ALL is a corporation formed under the laws of the State of California, and its Articles of Incorporation were filed in the office of the Secretary of State of California on June 18, 1986. Ardee is a corporation formed

TRADEMARK

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under the laws of the State of Delaware, and its Certificate of Incorporation was filed in the office of the Secretary of State of Delaware on December 26, 1990. Eurocast is a corporation formed under the laws of the State of Connecticut, and its Certificate of Incorporation was filed in the office of the Secretary of State of Connecticut on February 3, 1999. HL is a corporation formed under the laws of the State of Connecticut, and its Certificate of Incorporation was filed in the office of the Secretary of State of Connecticut on July 9, 1985. Hoffmeister is a corporation formed under the laws of the State of Connecticut, and its Certificate of Incorporation was filed in the office of the Secretary of State of Connecticut on February 3, 1999. Lam is a corporation formed under the laws of the State of California, and its Articles of Incorporation were filed in the office of the Secretary of State of California on September 12, 1986. Morlite is a corporation formed under the laws of the Commonwealth of Pennsylvania, and its Articles of Incorporation were filed in the office of the Secretary of the Commonwealth of Pennsylvania on March 18, 1946. Nassen is a corporation formed under the laws of the State of New York, and its Certificate of Incorporation was filed in the office of the Secretary of State of New York on July 21, 1987. Shelby is a corporation formed under the laws of the State of Delaware, and its Certificate of Incorporation was filed in the office of the Secretary of State of Delaware on September 25, 1996. UV is a corporation formed under the laws of the State of Delaware, and its Certificate of Incorporation was filed in the office of the Secretary of State of Delaware on January 24, 1994. Vista is a corporation formed under the laws of the State of California, and its Articles of Incorporation were filed in the office of the Secretary of State of California on December 23, 1982.

SECOND: JJI is the lawful owner of all of the outstanding shares of stock of ALL, Ardee, Eurocast, HL, Hoffmeister, Lam, Morlite, Nassen, Shelby, UV and Vista.

THIRD: The Board of Directors of JJI, by resolutions duly adopted on the 5th day of December, 2002, determined to merge ALL, Ardee, Eurocast, HL, Hoffmeister, Lam, Morlite, Nassen, Shelby, UV and Vista into JJI, said resolutions being as follows:

WHEREAS, Section 253 of the Delaware General Corporation Law and Sections 1108 and 1110 of the California Corporations Code, Sections 33-818 and 33-821 of the Connecticut Business Corporation Act, Section 907 of the New York Business Corporation Law, and the Pennsylvania statutes, allow for the merger of the Corporation's ("JJJ's") wholly owned subsidiaries, Architectural Landscape Lighting, Inc. ("ALL"), Ardee Lighting/USA, Inc. ("Ardee"), Eurocast, Inc. ("Eurocast"), High-Lites, Inc. ("HL"), Hoffmeister, Inc. ("Hoffmeister"), Lam Lighting Systems, Inc. ("Lam"), Morlite Systems, Inc. ("Morlite"), Nassen, Lighting, Inc. ("Nassen"), Shelby Lighting, Inc. ("Shelby"), UV Technologies,

3
Inc. ("UV") and Vista Lighting Corporation ("Vista") into JJI;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of JJI deems it advisable that ALL, Ardee, Eurocast, HL, Hoffmeister, Lam, Morlite, Nessen, Shelby, UV and Vista be merged into JJI pursuant to Section 253 of the Delaware General Corporation Law and Sections 1108 and 1110 of the California Corporations Code, Sections 33-818 and 33-821 of the Connecticut Business Corporation Act, Section 907 of the New York Business Corporation Law, and the Pennsylvania statutes, the Surviving Corporation to be JJI (the merger of ALL, Ardee, Eurocast, HL, Hoffmeister, Lam, Morlite, Nessen, Shelby, UV and Vista into JJI is hereinafter referred to as the "Mergers"); and it is

FURTHER RESOLVED, that in connection with the Mergers, the Plans of Merger, attached hereto as Exhibits A-K and pursuant to which JJI assumes all of the liabilities of ALL, Ardee, Eurocast, HL, Hoffmeister, Lam, Morlite, Nessen, Shelby, UV and Vista, including specifically any obligations for taxes to the States of California, Connecticut, Delaware, New York and Pennsylvania be adopted effective twelve o'clock midnight on December 31, 2002; and it is

FURTHER RESOLVED, that in connection with the Mergers, any Vice President and the Secretary of JJI are authorized to execute and cause to be filed with the Secretary of State of Delaware a Certificate of Ownership and Merger pursuant to and in compliance with Section 253 of the Delaware General Corporation Law, on such date as said officers deem appropriate; and it is

FURTHER RESOLVED, that in connection the Mergers, any Vice President and the Secretary of JJI are authorized to execute and cause to be filed with the California, Connecticut, New York and Pennsylvania Secretaries of State or Commonwealth Articles or Certificates of Merger pursuant to and in compliance with Sections 1108 and 1110 of the California Corporation Code, Sections 33-818 and 33-821 of the Connecticut Business Corporation Act, Section 907 of the New York Business Corporation Law, and the Pennsylvania statutes on such date as said officers deem appropriate; and it is

FURTHER RESOLVED, that the proper officers of JJI are authorized to do all other acts and to execute all other documents that may be necessary or advisable in order to consummate the Mergers.

IN WITNESS WHEREOF, JJI Lighting Group, Inc. has caused this Certificate to be executed by its officers thereunto duly authorized this 20th day of December, 2002.

JJI LIGHTING GROUP, INC.

By: Charles Florio
Charles J. Florio
Vice President-
Chief Financial Officer

ATTEST:



Donald A. Herner
Secretary

JJI/marger/omibus 2002 Certificate of Ownership

PLAN OF MERGERExhibit AARCHITECTURAL LANDSCAPE LIGHTING, INC.INTOJJI LIGHTING GROUP, INC.

The following sets forth the details of the Plan of Merger of Architectural Landscape Lighting, Inc., a California corporation, and a wholly owned subsidiary of JJI Lighting Group, Inc., into JJI Lighting Group, Inc., a Delaware corporation.

ARTICLE 1. Names of Constituent Corporations.

The name of the surviving corporation is JJI Lighting Group, Inc. (hereinafter sometimes referred to as the "Surviving Corporation"). The name of the corporation to be merged into the Surviving Corporation is Architectural Landscape Lighting, Inc. ("ALL") ALL is a wholly owned subsidiary of the Surviving Corporation.

ARTICLE 2. Outstanding Stock of Constituent Corporations.

The designation and number of outstanding shares of each class of stock of each constituent corporation are as follows:

<u>Name of Corporation</u>	<u>Designation of Class</u>	<u>Number of Shares Outstanding</u>
Surviving Corporation	Class A Common Stock, par value \$.01	1,084,704
	Class B Convertible Non-Voting Common Stock, Par value \$.01	0
	Convertible Voting Preferred Stock, Series A Par Value \$.01 ("Series A Preferred Stock")	132,500
	Redeemable Preferred Stock, Series B Par value \$.01	65,000
ALL	Common Stock,	100

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The Class A Common Stock and Series A Preferred Stock of the Surviving Corporation are entitled to vote as a single class, and the remaining classes of stock of the Surviving Corporation are non-voting. All shares of ALL are entitled to vote and are owned of record and beneficially by the Surviving Corporation.

ARTICLE 3. Terms and Conditions of the Merger.

3.1 ALL shall be merged into the Surviving Corporation in accordance with Section 253 of the General Corporation Law of the State of Delaware and Sections 1108 and 1110 of the California Corporations Code. The merger shall be effective twelve o'clock midnight on December 31, 2002 (hereinafter referred to as the "Effective Time").

3.2 At the Effective Time, the separate existence of ALL shall cease, and the existence of the Surviving Corporation shall continue unaffected and unimpaired; the Surviving Corporation shall have all of the rights, privileges, immunities, powers and purposes of ALL.

3.3 At the Effective Time, all of the outstanding shares of common stock of ALL shall be canceled. The capitalization of the Surviving Corporation immediately prior the Effective Time shall be the capitalization of the Surviving Corporation immediately after the Effective Time.

3.4 The Certificate of Incorporation and By-Laws of the Surviving Corporation in effect immediately prior to the Effective Time shall thereafter continue in full force and effect after the Effective Time until amended as provided therein or by law. The Board of Directors and Officers of the Surviving Corporation in office immediately prior to the Effective Time shall continue in office as the Board of Directors and Officers of the Surviving Corporation after the Effective Time.

3.5 All the property, real and personal, including subscriptions to shares, causes of action and every other asset of ALL shall vest in the Surviving Corporation without further act or deed.

3.6 The Surviving Corporation assumes and is liable for all the liabilities, obligations and penalties of ALL, including any taxes due to the State of California. No liability or obligation due or to become due, claim or demand for any cause existing against ALL, or any shareholder, officer or director thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against ALL, or any shareholder, officer or director thereof, shall abate or be discontinued by such merger, but may be enforced, prosecuted, settled or compromised as if such merger had not occurred, or the Surviving Corporation may be substituted in such

3

action or special proceeding in place of ALL, as the case may be.

3.7 The Surviving Corporation agrees that it may be sued in the State of California for any prior obligation of ALL and for any obligation thereafter incurred by the Surviving Corporation, so long as the obligation remains outstanding against ALL in such state and the Surviving Corporation shall irrevocably appoint the Secretary of State of California as its agent to accept service of process in any action for the enforcement of such obligation.

ARTICLE 4. Consummation of Merger.

The Surviving Corporation and ALL shall take, or cause to be taken, all action or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Delaware and the State of California or either of such states to consummate and make effective the merger.

ARTICLE 5. Abandonment of Merger.

Anything herein to the contrary notwithstanding, this Plan of Merger may be abandoned by action of the Board of Directors of the Surviving Corporation at any time prior to the Effective Time of the merger.

Jji\marger(ALL 2002 Plan of Merger.epd

PLAN OF MERGERExhibit BARDEE LIGHTING/USA, INC.INTOJJI LIGHTING GROUP, INC.

The following sets forth the details of the Plan of Merger of Ardee Lighting/USA, Inc., a Delaware corporation, and a wholly owned subsidiary of JJI Lighting Group, Inc., into JJI Lighting Group, Inc., a Delaware corporation.

ARTICLE 1. Names of Constituent Corporations.

The name of the surviving corporation is JJI Lighting Group, Inc. (hereinafter sometimes referred to as the "Surviving Corporation"). The name of the corporation to be merged into the Surviving Corporation is Ardee Lighting/USA, Inc. ("Ardee"). Ardee is a wholly owned subsidiary of the Surviving Corporation.

ARTICLE 2. Outstanding Stock of Constituent Corporations.

The designation and number of outstanding shares of each class of stock of each constituent corporation are as follows:

<u>Name of Corporation</u>	<u>Designation of Class</u>	<u>Number of Shares Outstanding</u>
Surviving Corporation	Class A Common Stock, par value \$.01	1,084,704
	Class B Convertible Non-Voting Common Stock, Par value \$.01	0
	Convertible Voting Preferred Stock, Series A Par value \$.01 ("Series A Preferred Stock")	132,500
	Redeemable Preferred Stock, Series B Par value \$.01	65,000
Ardee	Common Stock, Par value \$1.00	1,000

The Class A Common Stock and Series A Preferred Stock of the Surviving Corporation are entitled to vote as a single class, and the remaining classes of stock of the Surviving Corporation are non-voting. All shares of Ardee are entitled to vote and are owned of record and beneficially by the Surviving Corporation.

ARTICLE 3. Terms and Conditions of the Merger.

3.1 Ardee shall be merged into the Surviving Corporation in accordance with Section 253 of the General Corporation Law of the State of Delaware. The merger shall be effective twelve o'clock midnight on December 31, 2002 (hereinafter referred to as the "Effective Time").

3.2 At the Effective Time, the separate existence of Ardee shall cease, and the existence of the Surviving Corporation shall continue unaffected and unimpaired; the Surviving Corporation shall have all of the rights, privileges, immunities, powers and purposes of Ardee.

3.3 At the Effective Time, all of the outstanding shares of common stock of Ardee shall be canceled. The capitalization of the Surviving Corporation immediately prior the Effective Time shall be the capitalization of the Surviving Corporation immediately after the Effective Time.

3.4 The Certificate of Incorporation and By-Laws of the Surviving Corporation in effect immediately prior to the Effective Time shall thereafter continue in full force and effect after the Effective Time until amended as provided therein or by law. The Board of Directors and Officers of the Surviving Corporation in office immediately prior to the Effective Time shall continue in office as the Board of Directors and Officers of the Surviving Corporation after the Effective Time.

3.5 All the property, real and personal, including subscriptions to shares, causes of action and every other asset of Ardee shall vest in the Surviving Corporation without further act or deed.

3.6 The Surviving Corporation assumes and is liable for all the liabilities, obligations and penalties of Ardee, including any taxes due to the State of Delaware. No liability or obligation due or to become due, claim or demand for any cause existing against Ardee, or any shareholder, officer or director thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against Ardee, or any shareholder, officer or director thereof, shall abate or be discontinued by such merger, but may be enforced, prosecuted, settled or compromised as if such merger had not occurred, or the Surviving Corporation may be substituted

in such action or special proceeding in place of Ardee, as the case may be.

3.7 The Surviving Corporation agrees that it may be sued in the State of Delaware for any prior obligation of Ardee and for any obligation thereafter incurred by the Surviving Corporation, so long as the obligation remains outstanding against Ardee in such state and the Surviving Corporation shall irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any action for the enforcement of such obligation.

ARTICLE 4. Consummation of Merger.

The Surviving Corporation and Ardee shall take, or cause to be taken, all action or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Delaware to consummate and make effective the merger.

ARTICLE 5. Abandonment of Merger.

Anything herein to the contrary notwithstanding, this Plan of Merger may be abandoned by action of the Board of Directors of the Surviving Corporation at any time prior to the Effective Time of the merger.

\\f\merger\Ardee 2002 Plan of Merger.wpd

PLAN OF MERGERExhibit CEUROCAST, INC.INTOJJI LIGHTING GROUP, INC.

The following sets forth the details of the Plan of Merger of Eurocast, Inc., a Connecticut corporation, and a wholly owned subsidiary of JJI Lighting Group, Inc., into JJI Lighting Group, Inc., a Delaware corporation.

ARTICLE 1. Names of Constituent Corporations.

The name of the surviving corporation is JJI Lighting Group, Inc. (hereinafter sometimes referred to as the "Surviving Corporation"). The name of the corporation to be merged into the Surviving Corporation is Eurocast, Inc. ("Eurocast"). Eurocast is a wholly owned subsidiary of the Surviving Corporation.

ARTICLE 2. Outstanding Stock of Constituent Corporations.

The designation and number of outstanding shares of each class of stock of each constituent corporation are as follows:

<u>Name of Corporation</u>	<u>Designation of Class</u>	<u>Number of Shares Outstanding</u>
Surviving Corporation.	Class A Common Stock, par value \$.01	1,084,704
	Class B Convertible Non-Voting Common Stock, Par value \$.01	0
	Convertible Voting Preferred Stock, Series A Par Value \$.01 ("Series A Preferred Stock")	132,500
	Redeemable Preferred Stock, Series B Par value \$.01	65,000
Eurocast	Common Stock,	100

TRADEMARK

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The Class A Common Stock and Series A Preferred Stock of the Surviving Corporation are entitled to vote as a single class, and the remaining classes of stock of the Surviving Corporation are non-voting. All shares of Eurocast are entitled to vote and are owned of record and beneficially by the Surviving Corporation.

ARTICLE 3. Terms and Conditions of the Merger.

3.1 Eurocast shall be merged into the Surviving Corporation in accordance with Section 253 of the General Corporation Law of the State of Delaware and Sections 33-818 and 33-821 of the Connecticut Business Corporation Act. The merger shall be effective twelve o'clock midnight on December 31, 2002 (hereinafter referred to as the "Effective Time").

3.2 At the Effective Time, the separate existence of Eurocast shall cease, and the existence of the Surviving Corporation shall continue unaffected and unimpaired; the Surviving Corporation shall have all of the rights, privileges, immunities, powers and purposes of Eurocast.

3.3 At the Effective Time, all of the outstanding shares of common stock of Eurocast shall be canceled. The capitalization of the Surviving Corporation immediately prior the Effective Time shall be the capitalization of the Surviving Corporation immediately after the Effective Time.

3.4 The Certificate of Incorporation and By-Laws of the Surviving Corporation in effect immediately prior to the Effective Time shall thereafter continue in full force and effect after the Effective Time until amended as provided therein or by law. The Board of Directors and Officers of the Surviving Corporation in office immediately prior to the Effective Time shall continue in office as the Board of Directors and Officers of the Surviving Corporation after the Effective Time.

3.5 All the property, real and personal, including subscriptions to shares, causes of action and every other asset of Eurocast shall vest in the Surviving Corporation without further act or deed.

3.6 The Surviving Corporation assumes and is liable for all the liabilities, obligations and penalties of Eurocast, including any taxes due to the State of Connecticut. No liability or obligation due or to become due, claim or demand for any cause existing against Eurocast, or any shareholder, officer or director thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against Eurocast, or any shareholder, officer or director thereof, shall abate or be discontinued by such merger, but may be enforced, prosecuted, settled or compromised as if such merger had not occurred, or the Surviving Corporation may be substituted in such

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action or special proceeding in place of Eurocast, as the case may be.

3.7 The Surviving Corporation agrees that it may be sued in the State of Connecticut for any prior obligation of Eurocast and for any obligation thereafter incurred by the Surviving Corporation, so long as the obligation remains outstanding against Eurocast in such state and the Surviving Corporation shall irrevocably appoint the Secretary of State of Connecticut as its agent to accept service of process in any action for the enforcement of such obligation.

ARTICLE 4. Consummation of Merger.

The Surviving Corporation and Eurocast shall take, or cause to be taken, all action or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Delaware and the State of Connecticut or either of such states to consummate and make effective the merger.

ARTICLE 5. Abandonment of Merger.

Anything herein to the contrary notwithstanding, this Plan of Merger may be abandoned by action of the Board of Directors of the Surviving Corporation at any time prior to the Effective Time of the merger.

jjj\marger\Euro 2002 Plan of Merger.wpd

PLAN OF MERGERExhibit DHIGH-LITES, INC.INTOJJI LIGHTING GROUP, INC.

The following sets forth the details of the Plan of Merger of High-Lites, Inc., a Connecticut corporation, and a wholly owned subsidiary of JJI Lighting Group, Inc., into JJI Lighting Group, Inc., a Delaware corporation.

ARTICLE 1. Names of Constituent Corporations.

The name of the surviving corporation is JJI Lighting Group, Inc. (hereinafter sometimes referred to as the "Surviving Corporation"). The name of the corporation to be merged into the Surviving Corporation is High-Lites, Inc. ("HL") HL is a wholly owned subsidiary of the Surviving Corporation.

ARTICLE 2. Outstanding Stock of Constituent Corporations.

The designation and number of outstanding shares of each class of stock of each constituent corporation are as follows:

<u>Name of Corporation</u>	<u>Designation of Class</u>	<u>Number of Shares Outstanding</u>
Surviving Corporation	Class A Common Stock, par value \$.01	1,084,704
	Class B Convertible Non-Voting Common Stock, Par value \$.01	0
	Convertible Voting Preferred Stock, Series A Par Value \$.01 ("Series A Preferred Stock")	132,500
	Redeemable Preferred Stock, Series B Par value \$.01	65,000
HL	Common Stock,	1,000

The Class A Common Stock and Series A Preferred Stock of the Surviving Corporation are entitled to vote as a single class, and the remaining classes of stock of the Surviving Corporation are non-voting. All shares of HL are entitled to vote and are owned of record and beneficially by the Surviving Corporation.

ARTICLE 3. Terms and Conditions of the Merger.

3.1 HL shall be merged into the Surviving Corporation in accordance with Section 253 of the General Corporation Law of the State of Delaware and Sections 33-818 and 33-821 of the Connecticut Business Corporation Act. The merger shall be effective twelve o'clock midnight on December 31, 2002 (hereinafter referred to as the "Effective Time").

3.2 At the Effective Time, the separate existence of HL shall cease, and the existence of the Surviving Corporation shall continue unaffected and unimpaired; the Surviving Corporation shall have all of the rights, privileges, immunities, powers and purposes of HL.

3.3 At the Effective Time, all of the outstanding shares of common stock of HL shall be canceled. The capitalization of the Surviving Corporation immediately prior the Effective Time shall be the capitalization of the Surviving Corporation immediately after the Effective Time.

3.4 The Certificate of Incorporation and By-Laws of the Surviving Corporation in effect immediately prior to the Effective Time shall thereafter continue in full force and effect after the Effective Time until amended as provided therein or by law. The Board of Directors and Officers of the Surviving Corporation in office immediately prior to the Effective Time shall continue in office as the Board of Directors and Officers of the Surviving Corporation after the Effective Time.

3.5 All the property, real and personal, including subscriptions to shares, causes of action and every other asset of HL shall vest in the Surviving Corporation without further act or deed.

3.6 The Surviving Corporation assumes and is liable for all the liabilities, obligations and penalties of HL, including any taxes due to the State of Connecticut. No liability or obligation due or to become due, claim or demand for any cause existing against HL, or any shareholder, officer or director thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against HL, or any shareholder, officer or director thereof, shall abate or be discontinued by such merger, but may be enforced, prosecuted, settled or compromised as if such merger had not occurred, or the Surviving Corporation may be substituted in such action or special

proceeding in place of HL, as the case may be.

3.7 The Surviving Corporation agrees that it may be sued in the State of Connecticut for any prior obligation of HL and for any obligation thereafter incurred by the Surviving Corporation, so long as the obligation remains outstanding against HL in such state and the Surviving Corporation shall irrevocably appoint the Secretary of State of Connecticut as its agent to accept service of process in any action for the enforcement of such obligation.

ARTICLE 4. Consummation of Merger.

The Surviving Corporation and HL shall take, or cause to be taken, all action or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Delaware and the State of Connecticut or either of such states to consummate and make effective the merger.

ARTICLE 5. Abandonment of Merger.

Anything herein to the contrary notwithstanding, this Plan of Merger may be abandoned by action of the Board of Directors of the Surviving Corporation at any time prior to the Effective Time of the merger.

\\f\marger\HL 2002 Plan of Merger.wpd

PLAN OF MERGERExhibit EHOFFMEISTER, INC.INTOJJI LIGHTING GROUP, INC.

The following sets forth the details of the Plan of Merger of Hoffmeister, Inc., a Connecticut corporation, and a wholly owned subsidiary of JJI Lighting Group, Inc., into JJI Lighting Group, Inc., a Delaware corporation.

ARTICLE 1. Names of Constituent Corporations.

The name of the surviving corporation is JJI Lighting Group, Inc. (hereinafter sometimes referred to as the "Surviving Corporation"). The name of the corporation to be merged into the Surviving Corporation is Hoffmeister, Inc. ("Hoffmeister"). Hoffmeister is a wholly owned subsidiary of the Surviving Corporation.

ARTICLE 2. Outstanding Stock of Constituent Corporations.

The designation and number of outstanding shares of each class of stock of each constituent corporation are as follows:

<u>Name of Corporation</u>	<u>Designation of Class</u>	<u>Number of Shares Outstanding</u>
Surviving Corporation	Class A Common Stock, par value \$.01	1,084,704
	Class B Convertible Non-Voting Common Stock, Par value \$.01	0
	Convertible Voting Preferred Stock, Series A Par Value \$.01 ("Series A Preferred Stock")	132,500
	Redeemable Preferred Stock, Series B Par value \$.01	65,000
Hoffmeister	Common Stock,	100

TRADEMARK

REEL: 002991 FRAME: 0460

The Class A Common Stock and Series A Preferred Stock of the Surviving Corporation are entitled to vote as a single class, and the remaining classes of stock of the Surviving Corporation are non-voting. All shares of Hoffmeister are entitled to vote and are owned of record and beneficially by the Surviving Corporation.

ARTICLE 3. Terms and Conditions of the Merger.

3.1 Hoffmeister shall be merged into the Surviving Corporation in accordance with Section 253 of the General Corporation Law of the State of Delaware and Sections 33-818 and 33-821 of the Connecticut Business Corporation Act. The merger shall be effective twelve o'clock midnight on December 31, 2002 (hereinafter referred to as the "Effective Time").

3.2 At the Effective Time, the separate existence of Hoffmeister shall cease, and the existence of the Surviving Corporation shall continue unaffected and unimpaired; the Surviving Corporation shall have all of the rights, privileges, immunities, powers and purposes of Hoffmeister.

3.3 At the Effective Time, all of the outstanding shares of common stock of Hoffmeister shall be canceled. The capitalization of the Surviving Corporation immediately prior the Effective Time shall be the capitalization of the Surviving Corporation immediately after the Effective Time.

3.4 The Certificate of Incorporation and By-Laws of the Surviving Corporation in effect immediately prior to the Effective Time shall thereafter continue in full force and effect after the Effective Time until amended as provided therein or by law. The Board of Directors and Officers of the Surviving Corporation in office immediately prior to the Effective Time shall continue in office as the Board of Directors and Officers of the Surviving Corporation after the Effective Time.

3.5 All the property, real and personal, including subscriptions to shares, causes of action and every other asset of Hoffmeister shall vest in the Surviving Corporation without further act or deed.

3.6 The Surviving Corporation assumes and is liable for all the liabilities, obligations and penalties of Hoffmeister, including any taxes due to the State of Connecticut. No liability or obligation due or to become due, claim or demand for any cause existing against Hoffmeister, or any shareholder, officer or director thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against Hoffmeister, or any shareholder, officer or director thereof, shall abate or be discontinued by such merger, but may be enforced, prosecuted, settled or compromised as if such merger had not occurred, or the Surviving Corporation may be substituted in

such action or special proceeding in place of Hoffmeister, as the case may be.

3.7 The Surviving Corporation agrees that it may be sued in the State of Connecticut for any prior obligation of Hoffmeister and for any obligation thereafter incurred by the Surviving Corporation, so long as the obligation remains outstanding against Hoffmeister in such state and the Surviving Corporation shall irrevocably appoint the Secretary of State of Connecticut as its agent to accept service of process in any action for the enforcement of such obligation.

ARTICLE 4. Consummation of Merger.

The Surviving Corporation and Hoffmeister shall take, or cause to be taken, all action or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Delaware and the State of Connecticut or either of such states to consummate and make effective the merger.

ARTICLE 5. Abandonment of Merger.

Anything herein to the contrary notwithstanding, this Plan of Merger may be abandoned by action of the Board of Directors of the Surviving Corporation at any time prior to the Effective Time of the merger.

\\Merger\Hoffmeister 2002 Plan of Merger.wpd

PLAN OF MERGERExhibit FLAM LIGHTING SYSTEMS, INC.INTOJJI LIGHTING GROUP, INC.

The following sets forth the details of the Plan of Merger of Lam Lighting Systems, Inc., a California corporation, and a wholly owned subsidiary of JJI Lighting Group, Inc., into JJI Lighting Group, Inc., a Delaware corporation.

ARTICLE 1. Names of Constituent Corporations.

The name of the surviving corporation is JJI Lighting Group, Inc. (hereinafter sometimes referred to as the "Surviving Corporation"). The name of the corporation to be merged into the Surviving Corporation is Lam Lighting Systems, Inc. ("Lam"). Lam is a wholly owned subsidiary of the Surviving Corporation.

ARTICLE 2. Outstanding Stock of Constituent Corporations.

The designation and number of outstanding shares of each class of stock of each constituent corporation are as follows:

<u>Name of Corporation</u>	<u>Designation of Class</u>	<u>Number of Shares Outstanding</u>
Surviving Corporation	Class A Common Stock, par value \$.01	1,084,704
	Class B Convertible Non-Voting Common Stock, Par value \$.01	0
	Convertible Voting Preferred Stock, Series A Par Value \$.01 ("Series A Preferred Stock")	132,500
	Redeemable Preferred Stock, Series B Par value \$.01	65,000
Lam	Common Stock,	100

TRADEMARK

REEL: 002991.FRAME: 0463

The Class A Common Stock and Series A Preferred Stock of the Surviving Corporation are entitled to vote as a single class, and the remaining classes of stock of the Surviving Corporation are non-voting. All shares of Lam are entitled to vote and are owned of record and beneficially by the Surviving Corporation.

ARTICLE 3. Terms and Conditions of the Merger.

3.1 Lam shall be merged into the Surviving Corporation in accordance with Section 253 of the General Corporation Law of the State of Delaware and Sections 1108 and 1110 of the California Corporations Code. The merger shall be effective twelve o'clock midnight on December 31, 2002 (hereinafter referred to as the "Effective Time").

3.2 At the Effective Time, the separate existence of Lam shall cease, and the existence of the Surviving Corporation shall continue unaffected and unimpaired; the Surviving Corporation shall have all of the rights, privileges, immunities, powers and purposes of Lam.

3.3 At the Effective Time, all of the outstanding shares of common stock of Lam shall be canceled. The capitalization of the Surviving Corporation immediately prior the Effective Time shall be the capitalization of the Surviving Corporation immediately after the Effective Time.

3.4 The Certificate of Incorporation and By-Laws of the Surviving Corporation in effect immediately prior to the Effective Time shall thereafter continue in full force and effect after the Effective Time until amended as provided therein or by law. The Board of Directors and Officers of the Surviving Corporation in office immediately prior to the Effective Time shall continue in office as the Board of Directors and Officers of the Surviving Corporation after the Effective Time.

3.5 All the property, real and personal, including subscriptions to shares, causes of action and every other asset of Lam shall vest in the Surviving Corporation without further act or deed.

3.6 The Surviving Corporation assumes and is liable for all the liabilities, obligations and penalties of Lam, including any taxes due to the State of California. No liability or obligation due or to become due, claim or demand for any cause existing against Lam, or any shareholder, officer or director thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against Lam, or any shareholder, officer or director thereof, shall abate or be discontinued by such merger, but may be enforced, prosecuted, settled or compromised as if such merger had not occurred, or the Surviving Corporation may be substituted in such

action or special proceeding in place of Lam, as the case may be.

3.7 The Surviving Corporation agrees that it may be sued in the State of California for any prior obligation of Lam and for any obligation thereafter incurred by the Surviving Corporation, so long as the obligation remains outstanding against Lam in such state and the Surviving Corporation shall irrevocably appoint the Secretary of State of California as its agent to accept service of process in any action for the enforcement of such obligation.

ARTICLE 4. Consummation of Merger.

The Surviving Corporation and Lam shall take, or cause to be taken, all action or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Delaware and the State of California or either of such states to consummate and make effective the merger.

ARTICLE 5. Abandonment of Merger.

Anything herein to the contrary notwithstanding, this Plan of Merger may be abandoned by action of the Board of Directors of the Surviving Corporation at any time prior to the Effective Time of the merger.

J:\merger\Lam 2002 Plan of Merger.upd

PLAN OF MERGERExhibit GMORLITE SYSTEMS, INC.INTOJJI LIGHTING GROUP, INC.

The following sets forth the details of the Plan of Merger of Morlite Systems, Inc., a Pennsylvania corporation, and a wholly owned subsidiary of JJI Lighting Group, Inc., into JJI Lighting Group, Inc., a Delaware corporation.

ARTICLE 1. Names of Constituent Corporations.

The name of the surviving corporation is JJI Lighting Group, Inc. (hereinafter sometimes referred to as the "Surviving Corporation"). The name of the corporation to be merged into the Surviving Corporation is Morlite Systems, Inc. ("Morlite"). Morlite is a wholly owned subsidiary of the Surviving Corporation.

ARTICLE 2. Outstanding Stock of Constituent Corporations.

The designation and number of outstanding shares of each class of stock of each constituent corporation are as follows:

<u>Name of Corporation</u>	<u>Designation of Class</u>	<u>Number of Shares Outstanding</u>
Surviving Corporation	Class A Common Stock, par value \$.01	1,084,704
	Class B Convertible Non-Voting Common Stock, Par value \$.01	0
	Convertible Voting Preferred Stock, Series A Par Value \$.01 ("Series A Preferred Stock")	132,500
	Redeemable Preferred Stock, Series B Par value \$.01	65,000
Morlite	Common Stock, Par value \$100.00	8.44

The Class A Common Stock and Series A Preferred Stock of the Surviving Corporation are entitled to vote as a single class, and the remaining classes of stock of the Surviving Corporation are non-voting. All shares of Morlite are entitled to vote and are owned of record and beneficially by the Surviving Corporation.

ARTICLE 3. Terms and Conditions of the Merger.

3.1 Morlite shall be merged into the Surviving Corporation in accordance with Section 253 of the General Corporation Law of the State of Delaware and the Commonwealth of Pennsylvania statutes. The merger shall be effective twelve o'clock midnight on December 31, 2002 (hereinafter referred to as the "Effective Time").

3.2 At the Effective Time, the separate existence of Morlite shall cease, and the existence of the Surviving Corporation shall continue unaffected and unimpaired; the Surviving Corporation shall have all of the rights, privileges, immunities, powers and purposes of Morlite.

3.3 At the Effective Time, all of the outstanding shares of common stock of Morlite shall be canceled. The capitalization of the surviving Corporation immediately prior the Effective Time shall be the capitalization of the Surviving Corporation immediately after the Effective Time.

3.4 The Certificate of Incorporation and By-Laws of the Surviving Corporation in effect immediately prior to the Effective Time shall thereafter continue in full force and effect after the Effective Time until amended as provided therein or by law. The Board of Directors and Officers of the Surviving Corporation in office immediately prior to the Effective Time shall continue in office as the Board of Directors and Officers of the Surviving Corporation after the Effective Time.

3.5 All the property, real and personal, including subscriptions to shares, causes of action and every other asset of Morlite shall vest in the Surviving Corporation without further act or deed.

3.6 The Surviving Corporation assumes and is liable for all the liabilities, obligations and penalties of Morlite, including any taxes due to the Commonwealth of Pennsylvania. No liability or obligation due or to become due, claim or demand for any cause existing against Morlite, or any shareholder, officer or director thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against Morlite, or any shareholder, officer or director thereof, shall abate or be discontinued by such merger, but may be enforced, prosecuted, settled or compromised as if such merger had not occurred, or the Surviving Corporation may be substituted in such

action or special proceeding in place of Morlite, as the case may be.

3.7 The Surviving Corporation agrees that it may be sued in the Commonwealth of Pennsylvania for any prior obligation of Morlite and for any obligation thereafter incurred by the Surviving Corporation, so long as the obligation remains outstanding against Morlite in such state and the Surviving Corporation shall irrevocably appoint the Secretary of the Commonwealth of Pennsylvania as its agent to accept service of process in any action for the enforcement of such obligation.

ARTICLE 4. Consummation of Merger.

The Surviving Corporation and Morlite shall take, or cause to be taken, all action or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Delaware and the Commonwealth of Pennsylvania or either of such states to consummate and make effective the merger.

ARTICLE 5. Abandonment of Merger.

Anything herein to the contrary notwithstanding, this Plan of Merger may be abandoned by action of the Board of Directors of the Surviving Corporation at any time prior to the Effective Time of the merger.

J:\merger\Morlite 2002 Plan of Merger.wpd

PLAN OF MERGERExhibit HNESSEN LIGHTING, INC.INFOJJI LIGHTING GROUP, INC.

The following sets forth the details of the Plan of Merger of Nessen Lighting Inc., a New York corporation, and a wholly owned subsidiary of JJI Lighting Group, Inc., into JJI Lighting Group, Inc., a Delaware corporation.

ARTICLE 1. Names of Constituent Corporations.

The name of the surviving corporation is JJI Lighting Group, Inc. (hereinafter sometimes referred to as the "Surviving Corporation"). The name of the corporation to be merged into the "Surviving Corporation" is Nessen Lighting, Inc. ("Nessen"). Nessen is a wholly owned subsidiary of the Surviving Corporation.

ARTICLE 2. Outstanding Stock of Constituent Corporations.

The designation and number of outstanding shares of each class of stock of each constituent corporation are as follows:

<u>Name of Corporation</u>	<u>Designation of Class</u>	<u>Number of Shares Outstanding</u>
Surviving Corporation	Class A Common Stock, par value \$.01	1,084,704
	Class B Convertible Non-Voting Common Stock, Par value \$.01	0
	Convertible Voting Preferred Stock, Series A Par Value \$.01 ("Series A Preferred Stock")	132,500
	Redeemable Preferred Stock, Series B Par value \$.01	65,000
	Common Stock, Par value \$1.00	100
Nessen		

The Class A Common Stock and Series A Preferred Stock of the Surviving Corporation are entitled to vote as a single class, and the remaining classes of stock of the Surviving Corporation are non-voting. All shares of Nessen are entitled to vote and are owned of record and beneficially by the Surviving Corporation.

ARTICLE 3. Terms and Conditions of the Merger.

3.1 Nessen shall be merged into the Surviving Corporation in accordance with Section 253 of the General Corporation Law of the State of Delaware and Section 907 of the New York Business Corporation Law. The merger shall be effective twelve o'clock midnight on December 31, 2002 (hereinafter referred to as the "Effective Time").

3.2 At the Effective Time, the separate existence of Nessen shall cease; and the existence of the Surviving Corporation shall continue unaffected and unimpaired; the Surviving Corporation shall have all of the rights, privileges, immunities, powers and purposes of Nessen.

3.3 At the Effective Time, all of the outstanding shares of common stock of Nessen shall be canceled. The capitalization of the Surviving Corporation immediately prior the Effective Time shall be the capitalization of the Surviving Corporation immediately after the Effective Time.

3.4 The Certificate of Incorporation and By-Laws of the Surviving Corporation in effect immediately prior to the Effective Time shall thereafter continue in full force and effect after the Effective Time until amended as provided therein or by law. The Board of Directors and Officers of the Surviving Corporation in office immediately prior to the Effective Time shall continue in office as the Board of Directors and Officers of the Surviving Corporation after the Effective Time.

3.5 All the property, real and personal, including subscriptions to shares, causes of action and every other asset of Nessen shall vest in the Surviving Corporation without further act or deed.

3.6 The Surviving Corporation assumes and is liable for all the liabilities, obligations and penalties of Nessen, including any taxes due to the State of New York. No liability or obligation due or to become due, claim or demand for any cause existing against Nessen, or any shareholder, officer or director thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against Nessen, or any shareholder, officer or director thereof, shall abate or be discontinued by such merger, but may be enforced, prosecuted, settled or compromised as if such merger had not occurred, or the Surviving Corporation may be substituted in such

action or special proceeding in place of Nessen, as the case may be.

3.7 The Surviving Corporation agrees that it may be sued in the State of New York for any prior obligation of Nessen and for any obligation thereafter incurred by the Surviving Corporation, so long as the obligation remains outstanding against Nessen in such state and the Surviving Corporation shall irrevocably appoint the Secretary of State of New York as its agent to accept service of process in any action for the enforcement of such obligation.

ARTICLE 4. Consummation of Merger.

The Surviving Corporation and Nessen shall take, or cause to be taken, all action or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Delaware and the State of New York or either of such states to consummate and make effective the merger.

ARTICLE 5. Abandonment of Merger.

Anything herein to the contrary notwithstanding, this Plan of Merger may be abandoned by action of the Board of Directors of the Surviving Corporation at any time prior to the Effective Time of the merger.

\\fi\merger\Nessen 2002 Plan of Merger.wpd

PLAN OF MERGERExhibit ISHELBY LIGHTING, INC.INTOJJI LIGHTING GROUP, INC.

The following sets forth the details of the Plan of Merger of Shelby Lighting, Inc., a Delaware corporation, and a wholly owned subsidiary of JJI Lighting Group, Inc., into JJI Lighting Group, Inc., a Delaware corporation.

ARTICLE 1. Names of Constituent Corporations.

The name of the surviving corporation is JJI Lighting Group, Inc. (hereinafter sometimes referred to as the "Surviving Corporation"). The name of the corporation to be merged into the Surviving Corporation is Shelby Lighting, Inc. ("Shelby"). Shelby is a wholly owned subsidiary of the Surviving Corporation.

ARTICLE 2. Outstanding Stock of Constituent Corporations.

The designation and number of outstanding shares of each class of stock of each constituent corporation are as follows:

<u>Name of Corporation</u>	<u>Designation of Class</u>	<u>Number of Shares Outstanding</u>
Surviving Corporation	Class A Common Stock, par value \$.01	1,084,704
	Class B Convertible Non-Voting Common Stock, Par value \$.01	0
	Convertible Voting Preferred Stock, Series A Par Value \$.01 ("Series A Preferred Stock")	132,500
	Redeemable Preferred Stock, Series B Par value \$.01	65,000
Shelby	Common Stock,	100

TRADEMARK

REEL: 002991 FRAME: 0472

The Class A Common Stock and Series A Preferred Stock of the Surviving Corporation are entitled to vote as a single class, and the remaining classes of stock of the Surviving Corporation are non-voting. All shares of Shelby are entitled to vote and are owned of record and beneficially by the Surviving Corporation.

ARTICLE 3. Terms and Conditions of the Merger.

3.1 Shelby shall be merged into the Surviving Corporation in accordance with Section 253 of the General Corporation Law of the State of Delaware. The merger shall be effective twelve o'clock midnight on December 31, 2002 (hereinafter referred to as the "Effective Time").

3.2 At the Effective Time, the separate existence of Shelby shall cease, and the existence of the Surviving Corporation shall continue unaffected and unimpaired; the Surviving Corporation shall have all of the rights, privileges, immunities, powers and purposes of Shelby.

3.3 At the Effective Time, all of the outstanding shares of common stock of Shelby shall be canceled. The capitalization of the Surviving Corporation immediately prior the Effective Time shall be the capitalization of the Surviving Corporation immediately after the Effective Time.

3.4 The Certificate of Incorporation and By-Laws of the Surviving Corporation in effect immediately prior to the Effective Time shall thereafter continue in full force and effect after the Effective Time until amended as provided therein or by law. The Board of Directors and Officers of the Surviving Corporation in office immediately prior to the Effective Time shall continue in office as the Board of Directors and Officers of the Surviving Corporation after the Effective Time.

3.5 All the property, real and personal, including subscriptions to shares, causes of action and every other asset of Shelby shall vest in the Surviving Corporation without further act or deed.

3.6 The Surviving Corporation assumes and is liable for all the liabilities, obligations and penalties of Shelby, including any taxes due to the State of Delaware. No liability or obligation due or to become due, claim or demand for any cause existing against Shelby, or any shareholder, officer or director thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against Shelby, or any shareholder, officer or director thereof, shall abate or be discontinued by such merger, but may be enforced, prosecuted, settled or compromised as if such merger had not occurred, or the Surviving Corporation may be substituted

3
in such action or special proceeding in place of Shelby, as the case may be.

3.7 The Surviving Corporation agrees that it may be sued in the State of Delaware for any prior obligation of Shelby and for any obligation thereafter incurred by the Surviving Corporation, so long as the obligation remains outstanding against Shelby in such state and the Surviving Corporation shall irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any action for the enforcement of such obligation.

ARTICLE 4. Consummation of Merger.

The Surviving Corporation and Shelby shall take, or cause to be taken, all action or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Delaware to consummate and make effective the merger.

ARTICLE 5. Abandonment of Merger.

Anything herein to the contrary notwithstanding, this Plan of Merger may be abandoned by action of the Board of Directors of the Surviving Corporation at any time prior to the Effective Time of the merger.

jjilmerger\Shelby 2002 Plan of Merger.epd

PLAN OF MERGERExhibit VUV TECHNOLOGIES, INC.INTOJJI LIGHTING GROUP, INC.

The following sets forth the details of the Plan of Merger of UV Technologies, Inc., a Delaware corporation, and a wholly owned subsidiary of JJI Lighting Group, Inc., into JJI Lighting Group, Inc., a Delaware corporation.

ARTICLE 1. Names of Constituent Corporations.

The name of the surviving corporation is JJI Lighting Group, Inc. (hereinafter sometimes referred to as the "Surviving Corporation"). The name of the corporation to be merged into the Surviving Corporation is UV Technologies, Inc. ("UV"). UV is a wholly owned subsidiary of the Surviving Corporation.

ARTICLE 2. Outstanding Stock of Constituent Corporations.

The designation and number of outstanding shares of each class of stock of each constituent corporation are as follows:

<u>Name of Corporation</u>	<u>Designation of Class</u>	<u>Number of Shares Outstanding</u>
Surviving Corporation	Class A Common Stock, par value \$.01	1,084,704
	Class B Convertible Non-Voting Common Stock, Par value \$.01	0
	Convertible Voting Preferred Stock, Series A Par Value \$.01 ("Series A Preferred Stock")	132,500
	Redeemable Preferred Stock, Series B Par value \$.01	65,000
	Common Stock, Par value \$.10	100

UV

The Class A Common Stock and Series A Preferred Stock of the Surviving Corporation are entitled to vote as a single class, and the remaining classes of stock of the Surviving Corporation are non-voting. All shares of UV are entitled to vote and are owned of record and beneficially by the Surviving Corporation.

ARTICLE 3. Terms and Conditions of the Merger.

3.1 UV shall be merged into the Surviving Corporation in accordance with Section 253 of the General Corporation Law of the State of Delaware. The merger shall be effective twelve o'clock midnight on December 31, 2002 (hereinafter referred to as the "Effective Time").

3.2 At the Effective Time, the separate existence of UV shall cease, and the existence of the Surviving Corporation shall continue unaffected and unimpaired; the Surviving Corporation shall have all of the rights, privileges, immunities, powers and purposes of UV.

3.3 At the Effective Time, all of the outstanding shares of common stock of UV shall be canceled. The capitalization of the Surviving Corporation immediately prior the Effective Time shall be the capitalization of the Surviving Corporation immediately after the Effective Time.

3.4 The Certificate of Incorporation and By-Laws of the Surviving Corporation in effect immediately prior to the Effective Time shall thereafter continue in full force and effect after the Effective Time until amended as provided therein or by law. The Board of Directors and Officers of the Surviving Corporation in office immediately prior to the Effective Time shall continue in office as the Board of Directors and Officers of the Surviving Corporation after the Effective Time.

3.5 All the property, real and personal, including subscriptions to shares, causes of action and every other asset of UV shall vest in the Surviving Corporation without further act or deed.

3.6 The Surviving Corporation assumes and is liable for all the liabilities, obligations and penalties of UV, including any taxes due to the State of Delaware. No liability or obligation due or to become due, claim or demand for any cause existing against UV, or any shareholder, officer or director thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against UV, or any shareholder, officer or director thereof, shall abate or be discontinued by such merger, but may be enforced, prosecuted, settled or compromised as if such merger had not occurred, or the Surviving Corporation may be substituted

3
in such action or special proceeding in place of UV, as the case may be.

3.7 The Surviving Corporation agrees that it may be sued in the State of Delaware for any prior obligation of UV and for any obligation thereafter incurred by the Surviving Corporation, so long as the obligation remains outstanding against UV in such state and the Surviving Corporation shall irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any action for the enforcement of such obligation.

ARTICLE 4. Consummation of Merger.

The Surviving Corporation and UV shall take, or cause to be taken, all action or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Delaware to consummate and make effective the merger.

ARTICLE 5. Abandonment of Merger.

Anything herein to the contrary notwithstanding, this Plan of Merger may be abandoned by action of the Board of Directors of the Surviving Corporation at any time prior to the Effective Time of the merger.

\\14\merger\UV 2002 Plan of Merger.wpd

PLAN OF MERGERExhibit KVISTA LIGHTING CORPORATIONINTOJJI LIGHTING GROUP, INC.

The following sets forth the details of the Plan of Merger of Vista Lighting Corporation, a California corporation, and a wholly owned subsidiary of JJI Lighting Group, Inc., into JJI Lighting Group, Inc., a Delaware corporation.

ARTICLE 1. Names of Constituent Corporations.

The name of the surviving corporation is JJI Lighting Group, Inc. (hereinafter sometimes referred to as the "Surviving Corporation"). The name of the corporation to be merged into the Surviving Corporation is Vista Lighting Corporation ("Vista"). Vista is a wholly owned subsidiary of the Surviving Corporation.

ARTICLE 2. Outstanding Stock of Constituent Corporations.

The designation and number of outstanding shares of each class of stock of each constituent corporation are as follows:

<u>Name of Corporation</u>	<u>Designation of Class</u>	<u>Number of Shares Outstanding</u>
Surviving Corporation	Class A Common Stock, par value \$.01	1,084,704
	Class B Convertible Non-Voting Common Stock, Par value \$.01	0
	Convertible Voting Preferred Stock, Series A Par Value \$.01 ("Series A Preferred Stock")	132,500
	Redeemable Preferred Stock, Series B Par value \$.01	65,000
Vista	Common Stock, No par value	100

TRADEMARK

REEL: 002991 FRAME: 0478

The Class A Common Stock and Series A Preferred Stock of the Surviving Corporation are entitled to vote as a single class, and the remaining classes of stock of the Surviving Corporation are non-voting. All shares of Vista are entitled to vote and are owned of record and beneficially by the Surviving Corporation.

ARTICLE 3. Terms and Conditions of the Merger.

3.1 Vista shall be merged into the Surviving Corporation in accordance with Section 253 of the General Corporation Law of the State of Delaware and Sections 1108 and 1110 of the California Corporations Code. The merger shall be effective twelve o'clock midnight on December 31, 2002 (hereinafter referred to as the "Effective Time").

3.2 At the Effective Time, the separate existence of Vista shall cease, and the existence of the Surviving Corporation shall continue unaffected and unimpaired; the Surviving Corporation shall have all of the rights, privileges, immunities, powers and purposes of Vista.

3.3 At the Effective Time, all of the outstanding shares of common stock of Vista shall be canceled. The capitalization of the Surviving Corporation immediately prior the Effective Time shall be the capitalization of the Surviving Corporation immediately after the Effective Time.

3.4 The Certificate of Incorporation and By-Laws of the Surviving Corporation in effect immediately prior to the Effective Time shall thereafter continue in full force and effect after the Effective Time until amended as provided therein or by law. The Board of Directors and Officers of the Surviving Corporation in office immediately prior to the Effective Time shall continue in office as the Board of Directors and Officers of the Surviving Corporation after the Effective Time.

3.5 All the property, real and personal, including subscriptions to shares, causes of action and every other asset of Vista shall vest in the Surviving Corporation without further act or deed.

3.6 The Surviving Corporation assumes and is liable for all the liabilities, obligations and penalties of Vista, including any taxes due to the State of California. No liability or obligation due or to become due, claim or demand for any cause existing against Vista, or any shareholder, officer or director thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against Vista, or any shareholder, officer or director thereof, shall abate or be discontinued by such merger, but may be enforced, prosecuted, settled or compromised as if such merger had not occurred, or the Surviving Corporation may be substituted in such

action or special proceeding in place of Vista, as the case may be.

3.7 The Surviving Corporation agrees that it may be sued in the State of California for any prior obligation of Vista and for any obligation thereafter incurred by the Surviving Corporation, so long as the obligation remains outstanding against Vista in such state and the Surviving Corporation shall irrevocably appoint the Secretary of State of California as its agent to accept service of process in any action for the enforcement of such obligation.

ARTICLE 4. Consummation of Merger.

The Surviving Corporation and Vista shall take, or cause to be taken, all action or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Delaware and the State of California or either of such states to consummate and make effective the merger.

ARTICLE 5. Abandonment of Merger.

Anything herein to the contrary notwithstanding, this Plan of Merger may be abandoned by action of the Board of Directors of the Surviving Corporation at any time prior to the Effective Time of the merger.

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