

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Optical Resources, Inc.

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

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Essilor Laboratories of America, Inc.
Internal Address: _____
Street Address: 1909 N. Church Street
City: Greensboro
State: North Carolina
Country: USA Zip: 27405

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship North Carolina
- Other _____ Citizenship _____

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)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) December 31, 2001

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,293,468

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

KOMODO

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

Name: Kay Lyn Schwartz
Internal Address: Gardere Wynne Sewell LLP
Suite 3000
Street Address: 1601 Elm Street
City: Dallas
State: Texas Zip: 75201-4761
Phone Number: 214-999-4702
Fax Number: 214-999-3623
Email Address: kschwartz@gardere.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 07-0153
Authorized User Name Kay Lyn Schwartz

9. Signature: Kay Lyn Schwartz
Signature

7/18/05
Date

Kay Lyn Schwartz
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 070153 2293468

9T-467

State of Minnesota

SECRETARY OF STATE

Certificate of Merger

I, Mary Kiffmeyer, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of any non-surviving entity to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

MN: OPTICAL RESOURCES, INC.

NC: ESSILOR LABORATORIES OF AMERICA, INC.

State of Formation and Name of Surviving Entity:

NC: ESSILOR LABORATORIES OF AMERICA, INC.

Effective Date of Merger: December 31, 2001 11:59 pm

Name of Surviving Entity After Effective Date of Merger:

ESSILOR LABORATORIES OF AMERICA, INC.

This certificate has been issued on: December 20, 2001



Mary Kiffmeyer
Secretary of State.

9T-467

ARTICLES OF MERGER

MERGING

OPTICAL RESOURCES, INC.,

a Minnesota corporation

WITH AND INTO

ESSILOR LABORATORIES OF AMERICA, INC.,

a North Carolina corporation

* * * * *

Pursuant to Minnesota Business Corporation Act

Pursuant to the provisions of the Minnesota Business Corporation Act, the undersigned corporations adopt the following Articles of Merger:

1. The Agreement and Plan of Merger is attached hereto as Exhibit A, incorporated herein and made a part hereof in its entirety by this reference.
2. The Agreement and Plan of Merger has been approved by Optical Resources, Inc., a Minnesota corporation (the "Merging Corporation") and by Essilor Laboratories of America, Inc., a North Carolina corporation (the "Surviving Corporation") pursuant to Chapter 302A of the Minnesota Statutes.
3. The Surviving Corporation agrees that:

It may be served with process in the State of Minnesota in any proceeding for the enforcement of an obligation of a constituent corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of a constituent corporation against it; and

The Secretary of State is irrevocably appointed as its agent to accept service of process in any such proceeding; and the address to which process may be forwarded is:

1909 North Church Street
Greensboro, North Carolina 27405

020332

and

The Surviving Corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of Minnesota which is a party to the merger the amount, if any, to which they are entitled under Section 302A.473 of the Business Corporation Act.

4. The effective date of the merger is 11:59 PM on December 31, 2001.

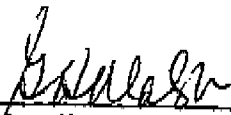
Dated: December 14, 2001

OPTICAL RESOURCES, INC.
a Minnesota corporation

By: 
Gretchen Walsh, Assistant Secretary

Dated: December 14, 2001

ESSILOR LABORATORIES OF AMERICA, INC.
a North Carolina corporation

By: 
Gretchen Walsh, Assistant Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called this "Agreement"), dated as of December 1, 2001, is entered into by and among ESSILOR LABORATORIES OF AMERICA, INC., a North Carolina corporation formerly known as Southern Optical Company ("ELOA"), and the following corporations (each referred to individually as a "Disappearing Corporation" and collectively referred to as the "Disappearing Corporations"):

- (i) Optogenics of Syracuse, Inc., a New York corporation;
- (ii) Heard Optical Company, a California corporation;
- (iii) PDK Optical, Inc., a California corporation;
- (iv) ProVision, Inc., a California corporation;
- (v) Bristow Optical Co., Inc., an Arizona corporation;
- (vi) Custom-Eyes, Inc., a Minnesota corporation; and
- (vii) Optical Resources, Inc., a Minnesota corporation.

RECITALS

WHEREAS, ELOA is a wholly owned subsidiary of Essilor Laboratories of America Holding Co., Inc., a Florida corporation ("Holding Company"), and each of the Disappearing Corporations are direct or indirect subsidiaries of Holding Company; and

WHEREAS, all of the issued and outstanding stock of Holding Company is held by Essilor of America, Inc., a Delaware corporation ("EOA"); and

WHEREAS, EOA has decided to undertake a corporate reorganization with respect to certain of its direct and indirect subsidiaries in order to simplify the organizational structure of EOA and its subsidiaries (the "Simplification Plan"); and

WHEREAS, as a part of the Simplification Plan, ELOA and the Disappearing Corporations desire to enter into this Agreement to provide for the merger of the Disappearing Corporations with and into ELOA, with ELOA being the surviving corporation in the merger (the "Merger").

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

1. THE MERGER; CLOSING; EFFECTIVE TIME

1.1. The Merger.

Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as hereinafter defined), each Disappearing Corporation shall be merged with and into ELOA, and the separate corporate existence of each Disappearing Corporation shall thereupon cease. ELOA shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation"), and the separate corporate existence of ELOA with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in the North Carolina Business Corporation Act (the "North Carolina Act") and, to the extent applicable, the appropriate corporate statute of the state of incorporation of each Disappearing Corporation.

1.2. Closing.

The closing of the Merger (the "Closing") shall take place immediately after the last to be satisfied or waived of the conditions set forth in Section 7 hereof (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions) shall be satisfied or waived in accordance with this Agreement.

1.3. Effective Time.

As soon as practicable following the Closing, ELOA and each Disappearing Corporation will cause Articles of Merger reflecting the provisions set forth in this Agreement (the "Articles of Merger") to be executed and delivered for filing to the Department of State of the State of North Carolina (the "North Carolina Department") as provided in the North Carolina Act and the Departments of State (or other appropriate places for filing) of each of the states in which the Disappearing Corporations are incorporated (as provided in their respective corporate statutes) (the "Other State Agencies"). The Merger shall become effective at the time when the Articles of Merger have been duly filed with the North Carolina Department and the Other State Agencies or at such later time agreed to by the parties and provided in the Articles of Merger (the "Effective Time"). Unless otherwise agreed to by the parties, the Effective Time shall occur as of 11:59 p.m., December 31, 2001.

2. ARTICLES OF INCORPORATION AND BYLAWS OF THE SURVIVING CORPORATION

2.1. The Articles of Incorporation.

The articles of incorporation of ELOA as in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation (the "Articles"), until duly amended as provided therein or by applicable law.

2.2. The Bylaws.

The bylaws of ELOA in effect at the Effective Time shall be the bylaws of the Surviving Corporation (the "Bylaws"), until thereafter amended as provided therein or by applicable law.

3. OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION

3.1. Directors.

The directors of ELOA at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles and the Bylaws as in effect from time to time.

3.2. Officers.

The officers of ELOA at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles and the Bylaws.

4. EFFECT OF THE MERGER ON CAPITAL STOCK; TRANSFERS OF CAPITAL STOCK

4.1. Effect on Capital Stock.

At the Effective Time, as a result of the Merger and without any action on the part of the holder of any capital stock of ELOA or the Disappearing Corporations:

4.1.(a) Disappearing Corporations. Each share of the common stock of the Disappearing Corporations, and each share of every other class of capital stock of the Disappearing Corporations, issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall be cancelled and retired and shall cease to exist, and each certificate formerly representing any of such shares shall be cancelled and retired without payment of any consideration therefor.

4.1.(b) ELOA. Each share of common stock, par value \$1.00 per share, of ELOA issued and outstanding immediately prior to the Effective Time shall remain outstanding and shall continue to constitute one share of common stock, par value \$1.00 per share, of the Surviving Corporation.

4.2. Transfers. After the Effective Time, there shall be no transfers on the stock transfer books of the Disappearing Corporations of the shares that were outstanding immediately prior to the Effective Time.

5. REPRESENTATIONS AND WARRANTIES OF ELOA

ELOA hereby represents and warrants to the Disappearing Corporations that:

5.1. Organization, Good Standing and Qualification.

ELOA is a corporation duly organized, validly existing and in good standing or of active status, as applicable, under the laws of its jurisdiction of organization and has all requisite corporate or similar power and authority to own and operate its properties and assets and to carry on its business as presently conducted.

5.2. Corporate Authority; Approval.

ELOA has all requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the Merger. This Agreement has been duly executed and delivered by ELOA, and assuming due authorization, execution and delivery of this Agreement by the Disappearing Corporations, is a valid and legally binding agreement of ELOA enforceable against ELOA in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

6. REPRESENTATIONS AND WARRANTIES OF DISAPPEARING CORPORATIONS

Each Disappearing Corporation hereby represents and warrants to ELOA that:

6.1. Organization, Good Standing and Qualification.

Such Disappearing Corporation is a corporation duly organized, validly existing and in good standing or of active status, as applicable, under the laws of its jurisdiction of organization and has all requisite corporate or similar power and authority to own and operate its properties and assets and to carry on its business as presently conducted.

6.2. Corporate Authority; Approval.

Such Disappearing Corporation has all requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the Merger. This Agreement has been duly executed and delivered by such Disappearing Corporation, and assuming due authorization, execution and delivery of this Agreement by ELOA and the other Disappearing Corporations, is a valid and legally binding agreement of such Disappearing Corporation enforceable against such Disappearing Corporation in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

7. CONDITIONS

The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver at or prior to the Effective Time of each of the following conditions:

7.1. Shareholder Approval. This Agreement shall have been duly approved by the sole shareholder of ELOA and each of the Disappearing Corporations.

7.2. Litigation. No court or governmental entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, law, ordinance, rule, regulation, judgment, decree, injunction or other order that is in effect and permanently enjoins or otherwise prohibits consummation of the Merger.

8. MISCELLANEOUS AND GENERAL

8.1. Modification or Amendment.

Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement by written agreement executed and delivered by duly authorized officers of the respective parties.

8.2. Waiver of Conditions.

The conditions to each of the parties' obligations to consummate the Merger are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable law.

8.3. Counterparts.

This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

8.4. Governing Law.

THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF NORTH CAROLINA WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

8.5. Entire Agreement.

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

8.6. No Third Party Beneficiaries.

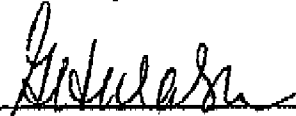
This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

8.7. Severability.


The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

ESSILOR LABORATORIES OF AMERICA,
INC., a North Carolina corporation *fk/a*
Southern Optical Company

By: 
Gretchen Walsh, Assistant Secretary

OPTOGENICS OF SYRACUSE, INC., a New
York corporation

By: 
Gretchen Walsh, Assistant Secretary

HEARD OPTICAL COMPANY, a California corporation

By: 
Gretchen Walsh, Assistant Secretary

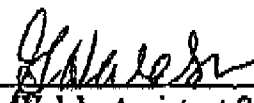
PDK OPTICAL, INC., a California corporation

By: 
Gretchen Walsh, Assistant Secretary

PROVISION, INC., a California corporation

By: 
Gretchen Walsh, Assistant Secretary

BRISTOW OPTICAL CO., INC., an Arizona corporation

By: 
Gretchen Walsh, Assistant Secretary

CUSTOM-EYES, INC., a Minnesota corporation

By: *Gretchen Walsh*
Gretchen Walsh, Assistant Secretary

OPTICAL RESOURCES, INC., a Minnesota corporation

By: *Gretchen Walsh*
Gretchen Walsh, Assistant Secretary

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

DEC 20 2001

Mary Hoffmeyer
Secretary of State *M*