

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/30/1987		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNION CORPORATION, THE		06/12/1987	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	UNION CORPORATION, THE		
Street Address:	50 Washington Street		
City:	South Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06854		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0797482	OPTIMA	
CORRESPONDENCE DATA			
Fax Number:	(404)541-4753		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	miskowitz@kilstock.com		
Correspondent Name:	Mark Iskowitz / Kilpatrick Stockton LLP		
Address Line 1:	1100 Peachtree Street		
Address Line 2:	Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309-4530		
ATTORNEY DOCKET NUMBER:	44746/235586		
NAME OF SUBMITTER:	Mark Iskowitz		
Signature:	/mji/		

OP \$40.00 0797482

Date:

10/03/2006

Total Attachments: 9

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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 OF "THE UNION CORPORATION", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF JUNE, A.D. 1987, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTIETH DAY OF JUNE, A.D. 1987.



2106401 8100

060905425

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5084306

DATE: 10-02-06

TRADEMARK

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CERTIFICATE OF OWNERSHIP AND MERGER

merging

THE UNION CORPORATION
(a New Jersey corporation)

into

THE UNION CORPORATION
(a Delaware corporation)

9Am
FILED

JUN 22 1987

Charles H. Fisher
SECRETARY OF STATE

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

The Union Corporation, a corporation organized and existing under the laws of the state of New Jersey (the "Parent"), DOES HEREBY CERTIFY THAT:

FIRST: The Parent was incorporated on August 31, 1938 pursuant to the Business Corporation Act of the state of New Jersey.

SECOND: The Union Corporation (the "Subsidiary") is a corporation organized and existing under the laws of the state of Delaware and was incorporated on November 5, 1986.

THIRD: The Parent owns all of the outstanding shares of common stock of the Subsidiary, which is the only class of stock of the Subsidiary outstanding.

FOURTH: The Parent, by the following resolutions of its Board of Directors duly adopted at a meeting held on October 7, 1986, determined to merge itself into the Subsidiary, such merger to become effective at 11:59 p.m. eastern daylight time on June 30, 1987:

"RESOLVED, that it is in the best interests of the Company and its stockholders that the Company change its state of incorporation to Delaware and accomplish this by merging into a wholly-owned subsidiary formed in the State of Delaware for that purpose; and further

"RESOLVED, that the officers of the Company are authorized and directed to prepare, execute and deliver a Merger Agreement for that purpose and to take such other and further action and to execute, file and deliver on behalf of the Company such documents as may be necessary or desirable in connection with the foregoing."

FIFTH: The Agreement and Plan of Merger is annexed hereto as Exhibit A.

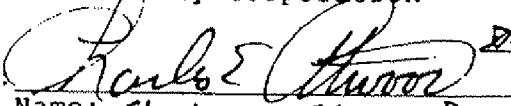
SIXTH: The Merger shall be effective as of 11:59 p.m. eastern daylight time on June 30, 1987.

IN WITNESS WHEREOF, the Parent has caused its corporate seal to be affixed and this certificate to be signed and

attested by its duly authorized officers this 12 day of June,
1987.

THE UNION CORPORATION,
a New Jersey corporation


By



Name: Charles E. Atwood
Title: Vice President

[CORPORATE SEAL]

ATTEST:


Name: R. L. Myers
Title: Assistant Secretary

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("Merger Agreement") made and entered into as of the 31st day of December, 1986 by and between THE UNION CORPORATION, a New Jersey corporation ("Union-New Jersey") and THE UNION CORPORATION, a Delaware corporation and a wholly-owned subsidiary of Union-New Jersey ("Union-Delaware").

WITNESSETH:

WHEREAS, Union-New Jersey is a corporation duly organized and existing under the laws of the state of New Jersey; and

WHEREAS, Union-Delaware is a corporation duly organized and existing under the laws of the state of Delaware; and

WHEREAS, on the date of this Merger Agreement, Union-New Jersey has authority to issue 15,000,000 shares of Common Stock, par value \$0.50 per share ("New Jersey Common Stock"), of which 7,243,686 shares are issued and outstanding, and 500,000 shares of Preferred Stock, no par value per share ("New Jersey Preferred Stock"), of which 20,833 shares are issued and outstanding; and

WHEREAS, on the date of this Merger Agreement Union-Delaware has authority to issue 15,000,000 shares of Common Stock, par value \$0.50 per share ("Delaware Common Stock"), ten of which are issued and outstanding and owned by Union-New Jersey, and 500,000 shares of Preferred Stock, no par value per share ("Delaware Preferred Stock"), of which no shares are issued and outstanding; and

WHEREAS, the respective Boards of Directors of Union-New Jersey and Union-Delaware have determined that it is advisable and to the advantage of said two corporations that Union-New Jersey merge into Union-Delaware upon the terms and conditions herein provided for the purpose of effecting the reincorporation of Union-New Jersey into the state of Delaware; and

WHEREAS, the respective Boards of Union-New Jersey and Union-Delaware have approved and adopted this Merger Agreement and have directed that this Merger Agreement be submitted to a vote of the shareholders of the respective parties.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties agree as follows:

1. *Shareholder Approval.* Each of the respective parties shall submit this Merger Agreement to the holders of the outstanding shares of each class of its voting capital stock for a vote thereon.
2. *Merger.* Subject to Paragraph 13 hereof regarding conditions and Paragraph 15 hereof regarding abandonment, Union-New Jersey shall be merged with and into Union-Delaware, and Union-Delaware shall survive the merger ("Merger"). The Merger shall become effective upon the filing of appropriate certificates of merger with the Secretaries of State of New Jersey and Delaware ("Effective Date").
3. *Directors and Officers.* The directors and officers of Union-Delaware shall remain directors and officers of Union-Delaware on the Effective Date until the expiration of their current terms as such or their prior resignation, removal or death.
4. *Certificate of Incorporation.* The certificate of incorporation of Union-Delaware, as in effect on the Effective Date, shall continue to be the certificate of incorporation of Union-Delaware as the surviving corporation without change or amendment until further amended in accordance with the provisions of such certificate of incorporation of Union-Delaware and applicable laws.
5. *By-Laws.* The by-laws of Union-Delaware, as in effect on the Effective Date, shall continue to be the by-laws of Union-Delaware as the surviving corporation without change or amendment until further amended in accordance with the provisions of such by-laws and certificate of incorporation of Union-Delaware and applicable laws.
6. *Succession.* On the Effective Date, all of the following shall occur:

(a) Union-Delaware shall succeed to all rights and obligations of Union-New Jersey and shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties of Union-New Jersey.

(b) Any and all of the rights, privileges, powers and franchises of Union-New Jersey, and all property, real, personal and mixed, and all debts due to Union-New Jersey on whatever account, shall be vested in Union-Delaware.

(c) All property, rights, privileges, powers and franchises and all and every other interest of Union-New Jersey shall be thereafter as effectually the property of Union-Delaware as they were of Union-New Jersey, and the title to any real estate vested by deed or otherwise in Union-New Jersey shall not revert or be in any way impaired.

(d) All rights of creditors and all liens upon any property of Union-New Jersey shall be preserved unimpaired, and all debts, liabilities and duties of Union-New Jersey, including those of any employee benefit plan, shall thenceforth attach to Union-Delaware, and may be enforced against it to the same extent as if said debts, liabilities and duties has been incurred or contracted by it.

(e) All corporate acts, plans, policies, agreements, approvals and authorizations of Union-New Jersey, its shareholders, Board of Directors and committees thereof, officers and agents, which were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, agreements, approvals and authorizations of Union-Delaware and shall be as effective and binding thereon as the same were with respect to Union-New Jersey.

(f) The employees and agents of Union-New Jersey shall become the employees and agents of Union-Delaware and continue to be entitled to the same rights and benefits that they enjoyed as employees and agents of Union-New Jersey.

(g) The requirements of any plans or agreements of Union-New Jersey of certain shares of its capital stock shall be satisfied by the issuance or purchase of a like number of shares of Union-Delaware.

7. *Stock of Union-New Jersey.* Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each of the following shall occur:

(a) Each share of New Jersey Common Stock issued and outstanding or held in the treasury of Union-New Jersey immediately prior thereto shall be changed and converted into and shall be one fully-paid nonassessable share of Delaware Common Stock.

(b) Each share of New Jersey Preferred Stock, of whatever series, issued and outstanding or held in the treasury of Union-New Jersey immediately prior thereto shall be changed and converted into and shall be one fully-paid nonassessable share of Delaware Preferred Stock of like series.

(c) Each share of Delaware Common Stock currently issued and outstanding in the name of Union-New Jersey shall be cancelled and returned and resume the status of authorized and unissued shares of Delaware Common Stock, and no shares of Delaware Common Stock or other securities of Union-Delaware shall be issued in respect thereof.

8. *Stock Certificates.* On and after the Effective Date, all of the outstanding certificates which immediately prior to the Effective Date represented shares of New Jersey Common Stock or New Jersey Preferred Stock shall, respectively, be deemed for all purposes to evidence ownership of, and to represent, shares of Delaware Common Stock or Delaware Preferred Stock into which the shares of New Jersey Common Stock or New Jersey Preferred Stock, respectively, formerly represented by such certificates have been converted as herein provided. The registered owner on the books and records of Union-Delaware or its transfer agents of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to Union-Delaware or its transfer agents, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of Delaware Common Stock or Delaware Preferred Stock evidenced by such outstanding certificate as above provided.

9. *Options.* Upon the Effective Date, each outstanding option and warrant to purchase shares of New Jersey Common Stock shall be converted into and become an option or warrant (as the case may be) to purchase the same number of shares of Delaware Common Stock at the same option or warrant price per share (as the case may be), and upon the same terms and subject to the same terms and conditions as set forth in each of the respective options and warrants, as in effect on the Effective Date. The number of shares of Delaware Common Stock reserved for purposes of such options and warrants, as well as the number of shares reserved for purposes of options which may be issued under the 1984 Stock Option Plan and the 1973 Nonqualified Stock Option Plan, shall equal the number of shares of New Jersey Common Stock so reserved as of the Effective Date. As of the Effective Date, Union-Delaware shall assume all obligations of Union-New Jersey under said options and warrants.

10. *Employee Benefit and Other Plans.* On the Effective Date, each employee benefit plan, incentive compensation plan, stock purchase plan and dividend reinvestment plan to which Union-New Jersey is then a party shall be assumed by, and continue as the plan of, Union-Delaware. To the extent any employee benefit plan, incentive compensation plan, stock purchase plan or dividend reinvestment plan of Union-New Jersey or any of its subsidiaries provides for the issuance or purchase of, or otherwise relates to, New Jersey Common Stock or New Jersey Preferred Stock, after the Effective Date such plan shall be deemed to provide for the issuance or purchase of, or otherwise relate to, Delaware Common Stock or Delaware Preferred Stock, as the case may be.

11. *Book Entries* As of the Effective Date, entries shall be made upon the books of Union-Delaware in accordance with the following:

(a) The assets and liabilities of Union-Delaware shall be recorded at the same amounts at which they were carried on the books of Union-New Jersey immediately prior to the Effective Date, with appropriate adjustments to reflect the retirement of the ten shares of Delaware Common Stock currently issued and outstanding.

(b) There shall be credited to the Common Stock account of Union-Delaware the aggregate amount of the par value of all shares of Delaware Common Stock resulting from the conversion of New Jersey Common Stock pursuant to the Merger.

(c) There shall be credited to the Preferred Stock account of Union-Delaware the aggregate amount of the par value of all shares of Delaware Preferred Stock resulting from conversion of New Jersey Preferred Stock pursuant to the Merger.

(d) There shall be credited to the Additional Paid-in Capital account of Union-Delaware the amount carried in the Additional Paid-in Capital account of Union-New Jersey immediately prior to the Effective Date.

12. *Further Assurances.* From time to time, as and when required by Union-Delaware or by its successors and assigns, there shall be executed and delivered on behalf of Union-New Jersey such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other actions, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in Union-New Jersey the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Union-New Jersey, and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of Union-Delaware are fully authorized in the name and on behalf of Union-New Jersey or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

13. *Conditions.* Consummation of the Merger is subject to the satisfaction, prior to the Effective Date, of the following conditions:

(a) This Merger Agreement and the Merger shall have been adopted and approved by the vote of a majority of the shares of New Jersey Common Stock and New Jersey Preferred Stock entitled to vote thereon and by Union-New Jersey as the holder of all the outstanding shares of Delaware Common Stock prior to the Effective Date.

(b) All authorizations, consents, filings, waivers, approvals or other action required by law, by agreement of Union-New Jersey or otherwise in connection with the execution, delivery and

performance of this Merger Agreement shall have been duly made or obtained and shall be in form and substance satisfactory to Union-New Jersey.

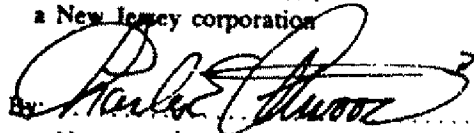
14. *Amendment.* At any time before or after approval and adoption by the shareholders of Union-New Jersey and prior to the Effective Date, this Merger Agreement may be amended in any manner permitted under applicable law as may be determined in the judgment of the respective Boards of Directors of Union-Delaware and Union-New Jersey to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purposes and intent of this Merger Agreement; provided, however, that such amendment may not, in the judgment of the Board of Directors of Union-New Jersey, materially adversely affect the rights and interests of the shareholders of Union-New Jersey.

15. *Abandonment.* At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Union-New Jersey or Union-Delaware or both, notwithstanding approval of this Merger Agreement by the stockholders of Union-Delaware or the shareholders of Union-New Jersey or both.

16. *Counterparts.* This Merger Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.


IN WITNESS WHEREOF, the parties hereto have executed this Merger Agreement on the date first above written.

THE UNION CORPORATION,
a New Jersey corporation

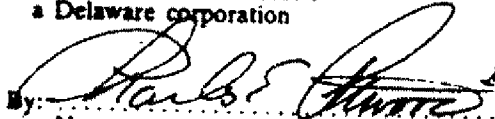
By: 

Name: Charles E. Adwood
Title: Vice President

ATTEST:


By: 
Name: Richard L. Myers
Title: Assistant Secretary

THE UNION CORPORATION,
a Delaware corporation

By: 

Name: Charles E. Adwood
Title: Vice President

ATTEST:

By: 
Name: Richard L. Myers
Title: Assistant Secretary

Certificate of Ownership of the "THE UNION CORPORATION",
a corporation organized and existing under the laws of the State of Delaware,
merging "THE UNION CORPORATION",
a corporation organized and existing under the laws of the State of New Jersey,
pursuant to Section 253 of the General Corporation Law of the State of Delaware,
as received and filed in this office the twenty-second day of June,
A.D. 1987, at 9 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation shall
be governed by the laws of the State of Delaware.