

08-23-2007



103439010

2 SHEET
ONLY

NOV 22 10 10 AM '05

To the Director of the U. S. _____

attached documents or the new address(es) below.

8.22.07

1. Name of conveying party(ies):

Floralife, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Illinois
- 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: Floralife, Inc.

Internal _____

Address: _____

Street Address: 2020 Front Street, Ste. 301

City: Cuyahoga Falls

State: Ohio

Country: U.S.A. Zip: 44221

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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) 06/01/2004

- 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) _____

*see attached page

Additional sheet(s) attached? Yes No

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

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

Name: Sylvia A. Petrosky, Esq.

Internal Address: _____

Street Address: 2273 Smith Road

City: Akron

State: Ohio Zip: 44333

Phone Number: (330) 867 5288

Fax Number: (330) 867 5290

Email Address: sapetrosky@aol.com

6. Total number of applications and registrations involved:

28

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

- 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 _____

Authorized User Name _____

9. Signature:

Sylvia A. Petrosky
Signature

August 20, 2007

Date

Sylvia A. Petrosky

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

000001511691100

40.00 OP
675.00 OP

08/22/2007 DAYONE

01 FC:6521
02 FC:6522

Reg. No. 1691100 D.C.D.
Reg. No. 0821743 FLORA-CARE
Reg. No. 1570513 FLORACARE
Reg. No. 0501967 FLORAGLOW (Stylized)
Reg. No. 2715497 FLORAGLU
Reg. No. 1181726 FLORALIFE
Reg. No. 2842245 FLORALIFE
Reg. No. 0398694 FLORALIFE and Design
Reg. No. 2930229 FLORALIFE CLEAR PROFESSIONAL
Reg. No. 2009496 FLORALIFE CRYSTAL CLEAR
Reg. No. 2957771 FLORALIFE FINISHING TOUCH
Reg. No. 2871146 FLORALIFE FLORASHAPES and Design
Reg. No. 0366178 FLORALIFE HELPS FLOWERS LIVE LONGER (Stylized)
Reg. No. 2084575 FLORALIFE PROFESSIONAL
Reg. No. 2243670 FLORALIFE QUICK DIP
Reg. No. 1667317 FLORALIFE SILK CARE (Stylized)
Reg. No. 2880457 FLORALIFE THE PROFESSIONAL CHOICE
Reg. No. 1503959 FLORALIFE X-CELL (Stylized)
Reg. No. 3038248 FLOROMA
Reg. No. 1675631 HYDRAFLOR
Reg. No. 2688494 MICROBLOC
Reg. No. 1175557 PRODUCTS DESIGNED FOR FLORISTS BY FLORISTS
Reg. No. 0749593 QUICKEE
Reg. No. 2841738 RIPPIT!
Reg. No. 1254949 SECURE! (Stylized)
Reg. No. 1466083 SPECIAL BLEND HARD WATER and Design
Reg. No. 1464125 SPECIAL BLEND PURE WATER and Design
Reg. No. 1045877 SURE-STIK (Stylized)

REINCORPORATION MERGER AGREEMENT

of
FLORALIFE, INC.
into
NEW SC FLORALIFE, INC.

This **AGREEMENT OF MERGER**, dated this 2nd day of June, 2004, pursuant to the Illinois and South Carolina Business Corporation Acts, between **FLORALIFE, INC.**, an Illinois corporation, and **NEW SC FLORALIFE, INC.**, a new South Carolina corporation.

WITNESSETH:

WHEREAS, **FLORALIFE, INC.**, was incorporated as of June 24, 1944, in Illinois, is in good standing in Illinois, has been qualified to do business in South Carolina since 1993 and also is in good standing in South Carolina;

WHEREAS, **FLORALIFE, INC.** has performed all of its principal business locations, manufacturing and distribution in South Carolina corporation for many years, now desires for good business reasons to reincorporate by changing the state of its incorporation from Illinois to South Carolina;

WHEREAS, **NEW SC FLORALIFE, INC.** is a corporation incorporated in South Carolina as of the 26th day of May, 2004, and has as its registered agent **CT Corporation System, 75 Beattie Place, Greenville, SC 29601**; and

WHEREAS **NEW SC FLORALIFE, INC.** was newly formed for the purpose of merging into it **Floralife, Inc.** pursuant to §368(a)(1)(F) of the Internal Revenue Code of 1986 (the "Code"), thus accomplishing the reincorporation;

NOW THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

1. Merger

NEW SC FLORALIFE, INC. (the "Surviving Corporation") hereby merges into itself **FLORALIFE, INC.** (the "Merged Corporation") and **FLORALIFE, INC.** shall be and hereby is merged into **NEW SC FLORALIFE, INC.**, which shall be the surviving corporation. Said merger shall be accomplished in accordance with §368(a)(1)(F) of the Code as a reincorporation.

On the Effective Date of the merger the separate existence of the Merged Corporation shall cease and as soon as possible thereafter its capital stock shall be canceled pursuant to the exchange described below.

2. Exchange of Stock.

The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into the shares or other securities of the surviving corporation shall be as follows:

(a) Current Shares.

FLORALIFE, INC. has 10,000 shares of common stock, no par value authorized, of which 2,717.50 shares are issued, **2,309 of which are issued and outstanding**, and 408.50 of which are issued but held in Treasury.


NEW SC FLORALIFE, INC. has 10,000 shares of common stock, no par value authorized, of which one (1) share is issued and outstanding immediately prior to this merger.

(b) Exchange Ratio.

Pursuant to the reincorporation merger, the parties agree that shares of each corporation party to this merger shall be equal in value, and that the shares of the Merged Corporation shall be converted to, and exchanged for, shares of common stock of the Surviving Corporation *pro rata* on a share for share basis as of the Effective Date.

Giving effect to the Merger, the Surviving Corporation shall have, including the 1 share of common stock already issued, 2,717.50 shares of common stock issued, **2,309 shares of which shall be issued and outstanding**, and 408.50 shares of which shall be issued but held in Treasury.

3. Change of Name.

Effective with the merger, the Certificate of Incorporation of the Surviving Corporation shall be amended by changing Article I to read as follows: 

Article I. The Name of the Corporation is:

FLORALIFE, INC.

4. Terms and Conditions of Merger.

The terms and conditions of the merger are as follows:

(a) By-Laws.

The by-laws of the Merging Corporation as they shall exist on the date immediately prior to the effective date of merger shall become the by-laws of the Surviving Corporation, with such modifications as may be necessary under the laws of the State of South Carolina, until the same shall be altered, amended or repealed as therein provided.

(b) Officers, etc.

The directors, officers and registered agent of the Surviving Corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been duly elected and qualified.

(c) Effective Date.

This merger shall become effective immediately upon filing the contemporaneous filing with the Secretary of State of South Carolina and the Secretary of State of Illinois or June 30, 2004, whichever is *later*.

(d) Transfer of Property.

Upon the merger becoming effective, all the real, personal and mixed property of the Merged Corporation, including, but not limited to, all rights, privileges, franchises, patents, trademarks, copyrights, licenses, registrations, interests and other assets of every kind and description of the Merged Corporation shall be transferred to, vested in, and devolve upon the Surviving Corporation by virtue of this merger and without further act or deed, and all property, rights, and every other interest of the Merged Corporation shall thereupon be as effectively properties of the Surviving Corporation as they were of the Merged Corporation, and all rights of all creditors of, and all liens, mortgages or charges on the property of the Merged Corporation shall be preserved unimpaired. The title to all real estate acquired by deed, gift, grant appropriation or otherwise vested in the Merged Corporation shall not revert or be in any way impaired by reason of this merger or anything done by virtue of this merger, but shall be vested in the Surviving Corporation by virtue of this merger.

(e) Transfer Documents.

The Merged Corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of the Merged Corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the interest and purposes hereof and the proper officers and directors of the Merged Corporation and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Corporation or otherwise to take any and all such action.

(f) Assumption of Liabilities.

On and after the Effective Date of this merger, Surviving Corporation hereby assumes liability for all contracts, leases, deeds of trust, indentures, debts, obligations of any kind, liabilities and duties incurred by Merging Corporation, and all such items shall, on and after the Effective Date, attach to Surviving Corporation and be enforceable against it and its properties to the same extent as if incurred or contracted by it.

5. Approval of Merger.

The shareholders of the Surviving Corporation and Merging Corporation have through their agents and proxies voted **one hundred percent (100%)** of the issued and outstanding shares of the respective corporations present at meeting and more than the statutory requirements in favor of this merger.

6. Miscellaneous.

(a) Counterparts.

For convenience of the parties and to facilitate filing and recording of this Agreement, any number of counterparts thereof may be executed, and each such executed counterpart shall be deemed an original document.

(b) Termination.

Notwithstanding anything to the contrary, if the Board of Directors of either corporate party to this Agreement in its discretion shall determine at any time prior to the filing of the appropriate forms with the Secretary of State that for any reason satisfactory to such Board of Directors it is advisable or impractical to consummate this merger, such Board of Directors, without action or approval of the shareholders of either corporate party to this Agreement, may abandon or refrain from making this merger effective, and in such case this Agreement shall not be filed or recorded and shall be void and of no effect.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the President of each party hereto as the respective act, deed and agreement of each of said corporations, on this 1st day of June, 2004.

FLORALIFE, INC.

NEW SC FLORALIFE, INC.

By: Cynthia Dykora
Exec VP

By: Cynthia Dykora
Executive VP

Attest: [Signature]
D337 Secretary

Attest: [Signature]
D337 Secretary