

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/30/2000		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lambent Technologies, Inc.		06/30/2000	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Lambent Technologies Corporation		
Street Address:	3938 Porett Drive		
City:	Gurnee		
State/Country:	ILLINOIS		
Postal Code:	60031		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2288873	LAMCHEM	
Registration Number:	2291076	LUMISORB	
CORRESPONDENCE DATA			
Fax Number:	(215)299-2150		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215.299.2000		
Email:	dfowler@foxrothschild.com		
Correspondent Name:	Lisa B. Lane/Fox Rothschild LLP		
Address Line 1:	2000 Market Street, Tenth Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-3291		
ATTORNEY DOCKET NUMBER:	T23684 USA & T23681 USA		
NAME OF SUBMITTER:	Deborah Fowler		
Signature:	/Deborah Fowler/		

OP \$65.00 2288873

Date:

05/04/2009

Total Attachments: 7

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Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 001820812
CONTROL NUMBER : J904226
EFFECTIVE DATE : 06/30/2000
REFERENCE : 0091
PRINT DATE : 06/30/2000
FORM NUMBER : 411

CT CORPORATION SYSTEM
PATTIE HARDY
1201 PEACHTREE STREET, NE
ATLANTA GA 30361

CERTIFICATE OF MERGER

I, Cathy Cox, the Secretary of State of the Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of the date shown above. Attached is a true and correct copy of the said filing.

Surviving Entity:

LAMBENT TECHNOLOGIES CORP., AN ILLINOIS CORPORATION

Nonsurviving Entity/Entities:

LAMBENT TECHNOLOGIES, INC., A GEORGIA CORPORATION





CATHY COX
SECRETARY OF STATE

TRADEMARK
REEL: 003981 FRAME: 0395

**ARTICLES OF MERGER
OF
LAMBENT TECHNOLOGIES INC.
WITH AND INTO
LAMBENT TECHNOLOGIES CORP.**

Pursuant to the provisions of the Georgia Business Corporation Code, the undersigned corporations adopt the following articles of merger:

1. The Agreement and Plan of Merger by and between Lambent Technologies Inc., a Georgia corporation ("Lambent-Georgia") and Lambent Technologies Corp., an Illinois corporation ("Lambent-Illinois") is attached hereto as Exhibit A.
2. The merger was duly approved by the shareholders of Lambent-Georgia and Lambent-Illinois.
3. Lambent-Illinois, the surviving corporation, certifies that a Notice of Merger and a publishing fee of \$40.00 have been mailed to an authorized newspaper, as required by law.

Dated: June 30, 2000

LAMBENT TECHNOLOGIES INC.
(a Georgia corporation)

Michael Hayes
Michael E. Hayes, President

LAMBENT TECHNOLOGIES CORP.
(an Illinois corporation)

Michael Hayes
Michael E. Hayes, President

AGREEMENT AND PLAN OF MERGER

dated and effective as of June 30, 2000

by and between

LAMBENT TECHNOLOGIES INC.

and

LAMBENT TECHNOLOGIES CORP.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is dated and effective as of June 30, 2000 by and between LAMBENT TECHNOLOGIES INC., a Georgia corporation ("Lambent-Georgia"), and LAMBENT TECHNOLOGIES CORP., an Illinois corporation ("Lambent-Illinois").

Background

Lambent-Illinois is a corporation duly organized and validly existing under the laws of the State of Illinois. The authorized capital stock of Lambent-Illinois consists of 1,000 shares of Common Stock, par value \$1.00 per share ("Lambent-Illinois Common Stock"), 10 shares which are issued and outstanding as of the date hereof and owned by Petroferm Inc.

The parties hereto are entering into this Agreement in order to set forth the terms and conditions of the proposed merger of Lambent-Georgia with and into Lambent-Illinois (the "Merger"), the mode of carrying the Merger into effect, the manner of converting the outstanding shares of capital stock of Lambent-Georgia and Lambent-Illinois related matters.

The respective Boards of Directors of Lambent-Georgia, Lambent-Illinois, and the Board of Directors of Petroferm Inc. ("Parent"), by resolutions duly adopted, have approved and adopted this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1. THE MERGER

1.1 Merger of Lambent-Georgia with and into Lambent-Illinois. In accordance with the provisions of this Agreement, the Georgia Business Corporation Code and the Illinois Business Corporation Act of 1983 (collectively, the "Laws"), at the Effective Time (as hereafter defined), Lambent-Georgia shall be merged with and into Lambent-Illinois, which shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). After the Effective Time, the Surviving Corporation shall continue its corporate existence as an Illinois corporation. At the Effective Time, the separate existence of Lambent-Georgia shall cease.

1.2 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the Laws. Without limiting the generality of the foregoing, and subject thereto at the Effective Time, except as may be otherwise provided herein, the Surviving Corporation shall succeed, without other transfer, to all property, rights, privileges, powers and franchises of Lambent-Georgia, and all debts, liabilities and duties of Lambent-Georgia shall become the debts, liabilities and duties of the Surviving Corporation as if the Surviving Corporation had itself incurred them.

1.3 Effective Time. The Merger shall become effective upon the filing with the Secretaries of State of the States of Georgia and Illinois of a copy of this Agreement, a certificate of merger or other appropriate documents (the "Effective Time").

ARTICLE 2. SURVIVING CORPORATION

2.1 Certificate of Incorporation. From and after the Effective Time and until amended in accordance with the Illinois Business Corporation Act of 1983, the certificate of incorporation of Lambent-Illinois in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation.

2.2 Bylaws. From and after the Effective Time and until amended in the manner provided in the bylaws of Lambent-Illinois and the Illinois Business Corporation Act of 1983, the bylaws of Lambent-Illinois in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation.

2.3 Directors and Officers.

(a) The directors of Lambent-Illinois at the Effective Time shall be the initial directors of the Surviving Corporation after the Effective Time and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualify in the manner provided in the certificate of incorporation and bylaws of the Surviving Corporation or as otherwise provided by law.

(b) The officers of Lambent-Illinois at the Effective Time shall be the initial officers of the Surviving Corporation after the Effective Time and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualify in the manner provided in the certificate of incorporation and bylaws of the Surviving Corporation or as otherwise provided by law.

ARTICLE 3. CONVERSION OF SHARES; EXCHANGE OF CERTIFICATES

3.1 Conversion of Shares of Capital Stock of Lambent-Georgia and Lambent-Illinois. At the Effective Time, by virtue of the Merger: -

(a) each issued and outstanding share of Common Stock, \$1.00 par value, of Lambent-Georgia ("Lambent-Georgia Common Stock") shall be converted into a number of fully paid and nonassessable shares of Common Stock, par value \$1.00 per share, of Lambent-Illinois ("Lambent-Illinois Common Stock") immediately prior to the Effective Time;

(b) each issued and outstanding share of Lambent-Illinois Common Stock shall remain issued and outstanding and shall be unchanged.

3.2 Surrender of Certificates.

(a) At the Effective Time, the holder of all of the outstanding shares of capital stock of Lambent-Georgia (the "Holder") shall surrender to Lambent-Illinois certificates that immediately prior to the Effective Time represented all of the then issued and outstanding shares

of capital stock of Lambent-Georgia. Lambent-Illinois shall mark all certificates delivered pursuant to this Section 3.2(a) to indicate their cancellation. The Holder shall have no rights after the Effective Time with respect to such shares, except to receive the consideration provided for in Section 3.3.

(b) The Boards of Directors of Parent and the Surviving Corporation are empowered to adopt further rules and regulations, not materially inconsistent with the provisions of this Agreement, regarding the surrender and exchange of certificates that represented the issued and outstanding shares of capital stock of Lambent-Georgia immediately prior to the Effective Time.

3.3 Consideration and Payment.

(a) Subject to Section 3.3(b) below and in consideration of the Merger, Lambent-Illinois shall, at the Effective Time, deliver or cause to be delivered to the Holder, in full payment in respect of the Merger, a certificate representing that aggregate number of whole shares of Lambent-Illinois Common Stock to which the Holder is entitled pursuant to Section 3.1. Such certificate shall be registered in the name of the Holder.

(b) If the Holder delivers certificates to Lambent-Illinois pursuant to Section 3.2(a) hereof that represent fewer than all of the shares of capital stock of Lambent-Georgia issued and outstanding immediately prior to the Effective Time, Lambent-Illinois shall be entitled to withhold from its delivery to the Holder pursuant to Section 3.3(a) the corresponding certificates for whole shares of Lambent-Illinois Common Stock until such date as such certificates are delivered by the Holder.

ARTICLE 4. MISCELLANEOUS

4.1 Amendment and Modification. The parties hereto may amend or modify this Agreement in any respect by action taken or authorized by their respective Boards of Directors at any time before or after approval hereof by the shareholders of Lambent-Illinois or Lambent-Georgia but prior to the Effective Time; provided that, after such approval, no amendment shall be made which by law requires further approval by such shareholders without such further approval. This Agreement may not be amended or modified except in writing signed on behalf of each party hereto.

4.2 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but which together shall constitute a single agreement.

4.3 Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Georgia and the State of Illinois, to the extent applicable to the Merger, and in all other respects, by the laws of the Commonwealth of Pennsylvania, without regard to internal conflict of law principles.

IN WITNESS WHEREOF, Lambent-Georgia and Lambent-Illinois have caused this Agreement to be executed by their respective officers hereunto duly authorized, all as of the date first above written.

LAMBENT TECHNOLOGIES INC., a Georgia corporation

By: Michael Hayes
Name: Michael Hayes
Title: President

LAMBENT TECHNOLOGIES CORP., an Illinois corporation

By: Michael Hayes
Name: Michael Hayes
Title: President