

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	05/02/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zemax Development Corporation		05/02/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Zemax Development Corporation		
Street Address:	3001 - 112th Avenue NE, Suite 202		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2234176	ZEMAX	
CORRESPONDENCE DATA			
Fax Number:	(206)359-9000		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2063598000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Lynne E. Graybeal c/o Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4800		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	74611-0001		
NAME OF SUBMITTER:	Lynne E. Graybeal		
Signature:	/Lynne E. Graybeal/		

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Date:

03/07/2011

Total Attachments: 7

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State of California
Secretary of State

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 6 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 3 1 2005

A handwritten signature in cursive script, appearing to read "Bruce McPherson".

BRUCE McPHERSON
Secretary of State

00776343

ENDORSED - FILED
EFFECTIVE in the office of the Secretary of State
of the State of California
DATE
JUN 01 2005
MAY - 4 2005

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is entered into this 2nd day of May, 2005, among ZEMAX Development Corporation, a Washington corporation (the "Surviving Entity"), and ZEMAX Development Corporation, a California corporation (the "Merging Entity").

RECITALS

A. The Merging Entity desires to merge with and into the Surviving Entity, and thereby transfer to the Surviving Entity all rights and property owned by them, tangible and intangible, wheresoever situated.

B. The Surviving Entity desires to merge with the Merging Entity and, as the surviving entity of the merger (the "Merger"), thereby acquire all of the rights and property of the Merging Entity, tangible and intangible, wheresoever situated, and assume the liabilities of the Merging Entity, on the terms and conditions set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual agreements, covenants, provisions, representations and warranties herein, the parties agree as follows:

ARTICLE I PLAN OF MERGER

As of the Effective Date (as hereinafter defined), the Merging Entity shall be merged with and into the Surviving Entity. The Surviving Entity shall be the surviving entity of the Merger. When the Merger has been effected in accordance with the applicable laws, and the Articles of Merger and this Agreement and Plan of Merger duly filed with the appropriate authorities of the respective states of domicile of the constituent entities:

1. Single Entity. The separate existence of the Merging Entity shall cease and thereupon the Merging Entity and the Surviving Entity shall be a single entity.

2. Jurisdiction. The Surviving Entity shall succeed to, without other transfer, and shall possess and enjoy all of the rights, privileges, immunities and powers of each of the constituent entities and shall be subject to all the duties and liabilities of a corporation organized under the laws of the State of Washington.

3. Transfer of Rights and Property. The Surviving Entity shall possess all the rights, privileges, immunities, powers, and franchises, of a public as well as of a private nature, of the Merging Entity. All property, real, personal and mixed, and all debts due on whatever account, including all subscriptions to shares and all other choses in action, and all and every other interest

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of or belonging to or due to each of the entities so merged, shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed. The title to any real estate, or any interest therein, vested in any of such entities shall not revert or be in any way impaired by reason of the Merger.

4. Liabilities. The Surviving Entity shall henceforth be responsible and liable for all the liabilities and obligations of each of the entities so merged and any claim existing or action or proceeding pending by or against such entity may be prosecuted as if such Merger had not taken place. Neither the rights of creditors nor any liens upon the property of any entity participating in the Merger shall be impaired by the Merger.

ARTICLE II

MANNER AND BASIS OF CONVERTING OWNERSHIP INTERESTS

Inasmuch as the Surviving Entity and the Merging Entity are under common ownership, no new ownership interests of any type shall be issued as part of the Merger, and all of the issued and outstanding shares of capital stock or other ownership interests of the Merging Entity shall be deemed to have been canceled, without consideration, as of the date the Merger is effected for state law purposes. The existing issued and outstanding shares of capital stock or other ownership interests of the Surviving Entity shall continue in existence upon effecting the Merger. All required deliveries, cancellations and exchanges shall occur as of the Effective Date in consideration of this Agreement and the assumption and receipt by the Surviving Entity of all rights, liabilities and assets of the Merging Entity.

ARTICLE III

ARTICLES OF INCORPORATION, BYLAWS

1. Articles of Incorporation and Bylaws. The Articles of Incorporation and the Bylaws of the Surviving Entity, as amended through the Effective Date, shall continue, without change, as the Articles of Incorporation and Bylaws of the Surviving Entity after the Merger, until the same shall be altered or amended in accordance with the provisions thereof or with the provisions of applicable state law.

2. Management. The officers and directors of the Surviving Entity as the same are constituted at the Effective Date of the Merger shall continue as the officers and directors of the Surviving Entity until such officers and directors are changed or revised in accordance with the Articles of Incorporation and Bylaws of the Surviving Entity and with applicable state law.

ARTICLE IV

CONDITIONS PRECEDENT

This Agreement and Plan of Merger, upon the due approval of the respective Boards of Directors or other appropriate management of each of the constituent entities, shall be promptly submitted to and for the approval of the respective shareholders or other owners of the constituent

entities if necessary to conform with the requirements of the laws of the applicable states. Thereupon, the Articles of Merger shall be duly filed with the appropriate authorities of the respective states of domicile of the constituent entities.

ARTICLE V **EFFECTIVE DATE**

The Merger shall become effective as of June 1, 2005, and filed in accordance with the provisions of Article IV hereof (the "Effective Date").

ARTICLE VI **TERMINATION OF AGREEMENT**

This Agreement and Plan of Merger may be terminated at any time before the Effective Date by mutual consent of the Surviving Entity and the Merging Entity.

ARTICLE VII **MISCELLANEOUS**

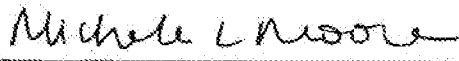
1. Successors. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
2. Entire Understanding. This Agreement and the documents executed in connection with the consummation of the transaction contemplated in this Agreement constitute the entire understanding of the parties and supersede any and all prior and contemporaneous statements, representations, agreements or understandings of the parties.
3. Further Assurances. At any time, and from time to time after the Effective Date, each party will execute such additional instruments, provide such additional information and take such additional action as may be reasonably requested by the other party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.
4. Waiver. Any failure on the part of any party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the party to whom such compliance is owed.
5. Headings. All headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.
7. Exhibits. Any exhibits attached hereto are incorporated herein by this reference.

8. Governing Law. The substantive law of the respective states of formation of the constituent entities, respectively, shall govern the validity, interpretation, effect and enforcement of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the date first above written.


SURVIVING ENTITY: ZEMAX DEVELOPMENT CORPORATION,
a Washington corporation

By 
Kenneth E. Moore, President

By 
Michele L. Moore, Secretary

MERGING ENTITY: ZEMAX DEVELOPMENT CORPORATION,
a California corporation

By 
Kenneth E. Moore, President

By 
Michele L. Moore, Secretary

ZEMAX DEVELOPMENT CORPORATION,
a California corporation

OFFICERS' CERTIFICATE

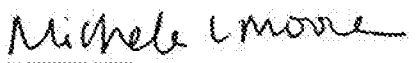
The undersigned certify the following:

1. They are the President and Secretary of Zemax Development Corporation, a corporation duly organized and existing under the laws of the State of California (the "Corporation").
2. The Agreement and Plan of Merger (the "Agreement") in the form attached was duly approved by the Board of Directors of the Corporation.
3. The Corporation has one class of stock outstanding, designated "Common Stock", of which 10,000 shares were outstanding and entitled to vote on the merger of the Corporation with ZEMAX Development Corporation, a Washington corporation.
4. The principal terms of the Agreement were approved by unanimous vote of all of the shares entitled to vote.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct to our own knowledge.

DATED this 2nd day of May, 2005.


Kenneth E. Moore, President


Michele L. Moore, Secretary

**ZEMAX DEVELOPMENT CORPORATION,
a Washington corporation**

OFFICERS' CERTIFICATE

The undersigned certify the following:

1. They are the President and the Secretary of ZEMAX Development Corporation, a corporation duly organized and existing under the laws of the State of Washington (the "Corporation").

2. The Agreement and Plan of Merger (the "Agreement") in the form attached was duly approved by the Board of Directors of the Corporation.

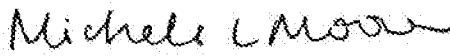
3. The Corporation has one class of stock outstanding, designated "Common Stock", of which 10,000 shares were outstanding and entitled to vote on the merger of the Corporation with Zemax Development Corporation, a California corporation.

4. The principal terms of the Agreement were approved by unanimous vote of all of the shares entitled to vote.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct to our own knowledge.

DATED this 2nd day of May, 2005.


Kenneth E. Moore, President


Michele L. Moore, Secretary