

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452494

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/01/2015

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEXUS VISION GROUP, LLC		01/14/2016	Limited Liability Company: MISSISSIPPI

RECEIVING PARTY DATA

Name:	HOYA OPTICAL LABS OF AMERICA, INC.
Street Address:	651 E. CORPORATE DRIVE
City:	LEWISVILLE
State/Country:	TEXAS
Postal Code:	75057
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3291315	NVISION
Registration Number:	3638435	NEXTREME
Registration Number:	4847046	DUALTEK
Registration Number:	4707070	PROPRIUS
Registration Number:	4719301	INITIAL
Registration Number:	4707071	PROVECTUS
Registration Number:	4707072	PATRIOT
Registration Number:	4837697	NVISION RHYTHM

CORRESPONDENCE DATA

Fax Number: 8649879686

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 8649879696

Email: docketing@mullinaxpatent.com

Correspondent Name: J. BENNETT MULLINAX, LLC

Address Line 1: PO BOX 26029

Address Line 4: GREENVILLE, SOUTH CAROLINA 29616-1029

NAME OF SUBMITTER: J. Bennett Mullinax

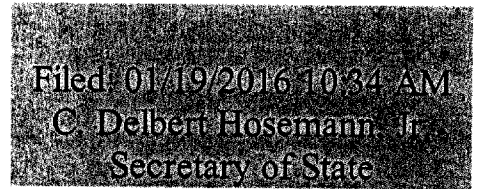
TRADEMARK

SIGNATURE:	/J.. Bennett Mullinax/
DATE SIGNED:	11/29/2017
Total Attachments: 12 source=NVGASSIGNMENT#page1.tif source=NVGASSIGNMENT#page2.tif source=NVGASSIGNMENT#page3.tif source=NVGASSIGNMENT#page4.tif source=NVGASSIGNMENT#page5.tif source=NVGASSIGNMENT#page6.tif source=NVGASSIGNMENT#page7.tif source=NVGASSIGNMENT#page8.tif source=NVGASSIGNMENT#page9.tif source=NVGASSIGNMENT#page10.tif source=NVGASSIGNMENT#page11.tif source=NVGASSIGNMENT#page12.tif	

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Fee: \$ 50



DELBERT HOSEMANN
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136

TELEPHONE: (601) 359-1633

Articles of Merger

Merging Business(es)

<i>Business ID</i>	<i>Name of Entity</i>	<i>Entity Type</i>	<i>State</i>
850613	Nexus Vision Group, LLC	Limited Liability Company	MS

Survivor Details

Business ID: 1029318 ***Business Name:*** Hoya Optical Labs of America Inc
State: DE ***Entity Type:*** Profit Corporation

A foreign surviving entity choosing not to register with the state of Mississippi may not transact business in Mississippi and agrees that the Mississippi Secretary of State shall be its agent for service of process.

A statement that the plan or merger was approved by shareholders and members or that shareholder/member approval was not required signed by a representative of each company involved in the merger must be attached.

**STATE OF DELAWARE
CERTIFICATE OF MERGER**

OF

**CENTRAL CAROLINA OPTICAL LABORATORIES, INC.
(a North Carolina corporation)**

**NEXUS VISION GROUP, LLC
(a Mississippi limited liability company)**

**NEXUS VISION MINNESOTA INC.
(a Minnesota corporation)**

**WESTERN CAROLINA OPTICAL LAB, INC.
(a North Carolina corporation)**

**WHOLESALE OPTICAL SUPPLY, INC.
(an Alabama corporation)**

INTO

**HOYA OPTICAL LABS OF AMERICA, INC.
(a Delaware corporation)**

Pursuant to Title 8, Section 252 and Title 8, Section 264(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Hoya Optical Labs of America, Inc., a Delaware corporation, and the names of the constituent corporations and the constituent limited liability company being merged into this surviving corporation are;

Central Carolina Optical Laboratories, Inc., a North Carolina corporation,

Nexus Vision Group, LLC, a Mississippi limited liability company,

Nexus Vision Minnesota Inc., a Minnesota corporation,

Western Carolina Optical Lab, Inc., a North Carolina corporation

and,

Wholesale Optical Supply, Inc., an Alabama corporation.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations and constituent limited liability company pursuant to Title 8, Section 252 and Title 8, Section 264(c) of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation is Hoya Optical Labs of America, Inc. (the "Surviving Corporation"), a Delaware corporation, incorporated on the 20th day of February, 2003 under the name Hoya Lens of Chicago, Inc. and a certificate of amendment was filed on October 10, 2012 with the Delaware Department of State to change the name to Hoya Optical Labs of America, Inc.

FOURTH: The Certificate of Incorporation of the Surviving Corporation shall be its Certificate of Incorporation.

FIFTH: The authorized stock and par value of the non-Delaware corporations are;

Constituent Corporation	Authorized Stock	Par Value
Central Carolina Optical Laboratories, Inc.	100,000 shares	None
Nexus Vision Minnesota Inc.	1,000 shares	None
Western Carolina Optical Lab, Inc.	100,000 shares	\$1.00
Wholesale Optical Supply, Inc.	1,000 shares	\$1.00

SIXTH: The merger is to become effective as of January 1, 2016, for accounting purposes only.

SEVENTH: The Agreement of Merger is on file at 651 E. Corporate Drive, Lewisville, Texas 75057, the office of the Surviving Corporation.

EIGHTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations or any member of the constituent limited liability company.

[Signature page follows]

IN WITNESS WHEREOF, the Surviving Corporation has caused this certificate to be signed by an authorized officer on the 14th day of January, 2016.

SURVIVING CORPORATION

HOYA OPTICAL LABS OF AMERICA, INC.

By: _____

Name: Paul Dougher

Title: President

[Signature Page to DE Certificate of Merger]

**STATE OF MISSISSIPPI
ARTICLES OF MERGER
OF
NEXUS VISION GROUP, LLC
(a Mississippi limited liability company)
INTO
HOYA OPTICAL LABS OF AMERICA, INC.
(a Delaware corporation)**

The undersigned business entities, pursuant to Sections 79-4-11.05 and/or 79-29-209, as amended, hereby execute the following document and sets forth:

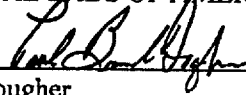
1. The name of the surviving corporation is Hoya Optical Labs of America, Inc., a Delaware corporation.
2. The name of the merging limited liability company is Nexus Vision Group, LLC, a Mississippi limited liability company.
3. The merger is to become effective upon the filing of this certificate.
4. The Agreement and Plan of Merger is attached hereto as Exhibit A.
5. The Agreement and Plan of Merger has been approved and executed by each party to the merger. For each domestic limited liability company, the Agreement and Plan of Merger was duly approved by the members and, if voting by any separate voting group was required, by each such separate voting group, in the manner required by the Mississippi Limited Liability Company Act and the Certificate of Formation and the Limited Liability Company Agreement.
6. The Agreement and Plan of Merger and the performance of its terms are duly authorized by all actions required by the laws under which each entity is organized, or by which each entity is governed, and by each entity's organizational documents.
7. The Agreement and Plan of Merger was duly approved by the shareholders of the surviving corporation and, if voting by any separate voting group was required, by each such separate voting group, in the manner required by the Mississippi Business Corporation Act and the Certificate of Incorporation.
8. The Agreement and Plan of Merger was approved by 100% percent of outstanding shareholders of Hoya Optical Labs of America, Inc., the surviving corporation.

[Signature page follows]

IN WITNESS WHEREOF, the surviving corporation and the merging limited liability company have caused this certificate to be signed by an authorized officer on the 14th day of January, 2016.

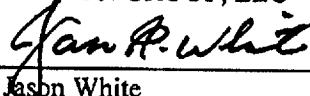
SURVIVING CORPORATION

HOYA OPTICAL LABS OF AMERICA, INC.

By: 
Name: Paul Dougher
Title: President

MERGING LLC

NEXUS VISION GROUP, LLC

By: 
Name: Jason White
Title: Manager

[Signature Page to MS Articles of Merger]

EXHIBIT A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this “**Agreement**”) is dated as of this 13th day of January, 2016, and is by and between Hoya Optical Labs of America, Inc., (the “**Surviving Corporation**”), a corporation formed under the laws of the State of Delaware, Central Carolina Optical Laboratories, Inc., a corporation formed under the laws of the State of North Carolina, Nexus Vision Group, LLC, a limited liability company formed under the laws of the State of Mississippi, Nexus Vision Minnesota Inc., a corporation formed under the laws of the State of Minnesota, Western Carolina Optical Lab, Inc., a corporation formed under the laws of the State of North Carolina and Wholesale Optical Supply, Inc., a corporation formed under the laws of the State of Alabama, (each a “**Merged Company**” together the “**Merged Companies**”).

ARTICLE I THE MERGER

1.1 Agreement to Merge. Subject to the terms and conditions of this Agreement, the Merged Companies shall be merged with and into the Surviving Corporation (the “**Merger**”).

1.2 Certificate of Merger. The appropriate officers of each Merged Company and of the Surviving Corporation shall execute this Agreement to effect the Merger pursuant to applicable law, and the Surviving Corporation shall deliver for filing a Certificate of Merger to the Office of the Secretary of State of the State of Delaware. The Surviving Corporation and the Merged Companies shall deliver for filing a Certificate of Merger to the Office of the Secretary of State of North Carolina, Mississippi, Minnesota and Alabama.

1.3 Approvals. This Agreement has been approved by the Board of Directors of the Surviving Corporation.

1.4 Capitalization of the Merged Companies. The capitalization of each Merged Company is as follows;

Entity	Ownership and Percentages
Central Carolina Optical Laboratories, Inc.	Joey Jones – 50,000 shares D. Kevin Robbins – 50,000 shares
Nexus Vision Group, LLC	Gerald Shaw – 14.3% Central Carolina Optical Laboratories, Inc. – 14.3% Ron Phillips – 14.3% Michael Todd Eubanks – 14.3% Charles Montz – 14.3% Patrick Shea – 14.3% Optical Synergies Inc. – 14.3%
Nexus Vision Minnesota Inc.	Patrick Shea – 1,000 shares
Western Carolina Optical Lab, Inc.	Gerry Shaw – 100%
Wholesale Optical Supply, Inc.	Charles Montz – 100%

ARTICLE II
EFFECTS OF THE MERGER

2.1 Surviving Corporation. The Surviving Corporation shall be the surviving corporation.

2.2 Transfer of Assets and Assumption of Liabilities. All of the stocks, membership interest, bonds, cash, investments, real and personal (tangible or intangible) property rights, privileges, immunities, powers and all other assets whatsoever of the Merged Companies shall vest in the Surviving Corporation without further act or deed. Thereafter, the Surviving Corporation shall be liable for all debts, obligations, liabilities and penalties of the Merged Companies as though each such debt, obligation, liability or penalty had been originally incurred by the Surviving Corporation.

2.3 Cancellation of Stock and Membership Interest of the Merged Companies. The outstanding stock and membership interests of the Merged Companies shall automatically, by operation of law and without any action by the holder thereof, be cancelled and shall cease to exist.

2.4 Further Acts. If, at any time, the Surviving Corporation shall consider or be advised that any further assignments or assurances of law or any other things are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, the title to any property or rights of the Merged Companies, the proper individuals of each Merged Company shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.

2.5 Officers and Directors. The officers and directors of the Surviving Corporation shall continue in office until the next annual meeting and their successors are duly elected and qualified.

2.6 Certificate of Incorporation and Bylaws. The Certificate of Incorporation and Bylaws of the Surviving Corporation, as they shall exist on the effective date of the Merger, shall be the Certificate of Incorporation and Bylaws of the Surviving Corporation until the same shall be altered, amended, or repealed as therein provided.

2.7 Effective Date and Time. The effective date of the Merger shall be December 1, 2015.

2.8 Abandonment. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated or abandoned by action authorized by the Board of Directors of the Surviving Corporation at any time prior to the effective date of the Merger.

ARTICLE III
MISCELLANEOUS

3.1 Amendment. This Agreement may be amended only by a writing executed by the Surviving Corporation and each Merged Company.

3.2 Waiver of Compliance. Except as otherwise provided in this Agreement, any failure of any party to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

3.3 Entire Agreement. This Agreement, including any documents, schedules, certificates and instruments referred to herein, embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein or therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such transactions.

3.4 Assignment. This Agreement and all obligations and rights of the parties hereunder may not be assigned by either party.

3.5 Governing Law. This Agreement shall be governed by the laws of the State of Delaware without reference to its principles of conflicts of law.

3.6 Interpretation. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement. Article and section references which do not otherwise specify are to the designated article or section of this Agreement.

3.7 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. All provisions of this Agreement shall be enforced to the full extent permitted by law.


3.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes and all of which, when taken together, shall constitute the entire agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by a duly authorized officer as of the date first above written.

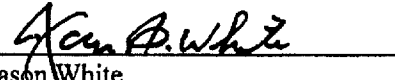
SURVIVING CORPORATION:

HOYA OPTICAL LABS OF AMERICA, INC.

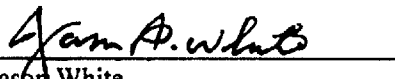
By: 
Name: Paul Dougher
Title: President

MERGED COMPANIES:


CENTRAL CAROLINA OPTICAL LABORATORIES, INC.

By: 
Name: Jason White
Title: President

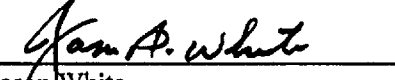
NEXUS VISION GROUP, LLC

By: 
Name: Jason White
Title: Manager


NEXUS VISION MINNESOTA INC.

By: 
Name: Jason White
Title: President

WESTERN CAROLINA OPTICAL LAB, INC.

By: 
Name: Jason White
Title: President

WHOLESALE OPTICAL SUPPLY, INC.

By: 
Name: Jason White
Title: President

[Signature Page to Agreement and Plan of Merger]