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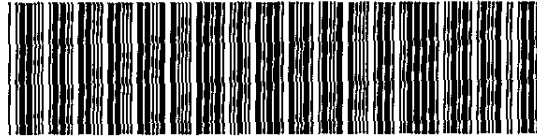
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CORPORATION SERVICE COMPANY'

ACCOUNT NO. : 072100000032

REFERENCE : 641083 4311863

AUTHORIZATION :

COST LIMIT : \$ 60.00

FILED
05 OCT 10 PM 3:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : October 7, 2005

ORDER TIME : 10:53 AM

ORDER NO. : 641083-010

CUSTOMER NO: 4311863

ARTICLES OF MERGER

MAXXVISION, LLC

INTO

MAXXVISION, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Troy Todd

EXAMINER'S INITIALS: _____

* FILE SECOND

STATE OF FLORIDA
ARTICLES OF MERGER OF
MAXXVISION, LLC
INTO
MAXXVISION, INC.

FILED
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TALLAHASSEE, FLORIDA
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Pursuant to Title XXXVI, Chapter 608.4382 of the Florida Statutes, the undersigned limited liability have executed the following Articles of Merger:

FIRST: Attached hereto as **Exhibit A** is the Plan of Merger.

SECOND: The Plan of Merger was approved by Maxxvision, LLC, a Florida limited liability company and Maxxvision, Inc., a Delaware corporation, in accordance with the applicable provisions of Title XXXVI, Chapter 608.

THIRD: The name of the surviving corporation is Maxxvision, Inc., a Delaware corporation, and the name of the company being merged into this surviving corporation is Maxxvision, LLC, a Florida limited liability company.

FOURTH: The surviving corporation hereby appoints the Secretary of State for the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting members of Maxxvision, LLC.


FIFTH: The surviving corporation hereby agrees to promptly pay to the dissenting members of Maxxvision, LLC the amount, if any, to which such dissenting members are entitled under Title XXXVI, Chapter 608.4384.

SIXTH: The address of the surviving corporation in the State of Delaware is Attention: Maxxvision, Inc., 2800 Aurora Road, Suite E, Melbourne, FL 32935

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has caused these Articles of Merger to be signed by its authorized officer, this 3 day of October, 2005.

MAXXVISION, LLC,
a Florida limited liability company

By: 
Name: Fredric F. Derwitsch
Title: President

MAXXVISION, INC.,
a Delaware corporation

By: 
Name: Fredric F. Derwitsch
Title: President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan") is dated as of October 2, 2005, between Maxxvision, LLC, a Florida limited liability company (the "Parent") and Maxxvision, Inc, a Delaware corporation and a wholly-owned subsidiary of the Parent (the "Corporation").

WHEREAS, the Boards of Directors of the Parent and the Corporation have each approved the merger of the Parent with and into the Corporation (the "Merger"), upon the terms and subject to the conditions set forth herein; and

WHEREAS, this Agreement is intended to be and is adopted as a plan of reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the representations, warranties and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

THE MERGER

1.1. **The Merger.** The Parent shall be merged into the Corporation, in accordance with the provisions of this Plan and in compliance with the State of Florida's Limited Liability Companies Law ("FLLCL"), as amended, and the Delaware General Corporation Law, as amended ("DGCL" and, collectively with the FLLCL, the "Business Laws"), and the Merger shall have the effect provided for in the Business Laws. The Corporation shall be the surviving corporation of the Merger (the "Surviving Corporation") and shall exist and be governed by the laws of the State of Delaware. The corporate existence and identity of Parent, with its purposes and powers, shall continue unaffected and unimpaired by the Merger. On the Effective Time (as defined below) of the Merger, the Corporation shall succeed to and be fully vested with the corporate existence and identity of the Parent, and the separate corporate existence and identity of the Parent shall cease.

1.2. **Certificate of Incorporation.** The Certificate of Incorporation of the Corporation in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended in accordance with provisions thereof and as provided by law.

1.3. **By-Laws.** The By-Laws of the Surviving Corporation in effect immediately prior to the Effective Time shall be the By-Laws of the Surviving Corporation until thereafter amended, altered or repealed as provided therein and by law.

1.4. **Directors and Officers.** The directors and officers of the Surviving Corporation immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and By-Laws of the Surviving Corporation.

1.5. Plan of Merger; Agreement of Merger. This Plan shall constitute (i) a "Plan of Merger" for all purposes of the FLLCL, and (ii) an "Agreement of Merger" for all purposes of the DGCL.

1.6. Name. The name of the Surviving Corporation is Maxxvision, Inc.

1.7. Effective Time. As used in this Plan, the "Effective Time" shall mean the date and time upon which this Plan, the Certificate of Merger, pursuant to the requirements of DGCL, and the Articles of Merger, pursuant to the requirements of FLLCL, have been duly signed by an authorized officer of each Constituent Corporation, and the Certificate of Merger and the Articles of Merger shall have been filed.

ARTICLE II

CONVERSION OF SHARES

2.1. Company Common Stock. (a) Upon the Effective Time, all of the equity interests, membership interests, units, warrants and options to equity interests (individually an "Interest" and collectively, the "Interests") in the Company shall be converted as follows: (i) each Common Unit of the Parent (individually a "Common Unit" and collectively the "Common Units"), issued and outstanding immediately prior to the Effective Time, shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive one fully paid and non-assessable share of the common stock, \$0.00001 par value per share, of the Corporation ("Corporation Common Stock"); (ii) except as may be otherwise stated in this Section 2.1, each option or warrant (individually a "Option" and collectively the "Options") that upon its respective exercise so entitles its respective holder to be issued a Common Unit (or fraction thereof), shall, upon its respective exercise, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive one fully paid and non-assessable share of the Corporation Common Stock (or fraction thereof); (iii) each Series A Preferred Unit of the Parent (individually a "Series A Unit" and collectively the "Series A Units"), issued and outstanding immediately prior to the Effective Time, shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive 0.44117 fully paid and non-assessable share of the Corporation Common Stock; (iv) each Series B Preferred Unit of the Parent (individually a "Series B Unit" and collectively the "Series B Units"), issued and outstanding immediately prior to the Effective Time, shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive 0.41086 fully paid and non-assessable share of the Corporation Common Stock; and (v) that certain Warrant dated _____ held by the Emergent Growth Fund (the "EGF Warrant") with respect to the Parent upon its respective exercise shall be converted to a warrant to purchase 22,187 shares of the Corporation Common Stock.

(b) Each Common Unit, Series A Unit and Series B Unit issued and outstanding immediately prior to the Effective Time which is then owned beneficially or of record by the Parent, shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and retired and cease to exist, without any conversion thereof.

(c) The EGF Warrant and each Option as held immediately prior to the Effective Time which is then owned beneficially or held of record by the Parent, shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and retired and cease to exist, without any conversion thereof.

(d) The EGF Warrant and each Option, Common Unit, Series A Unit and Series B Unit that are issued and held in the Parent's treasury immediately prior to the Effective Time shall, by virtue of the Merger, be canceled and retired and cease to exist, without any conversion thereof.

(e) At the Effective Time, the holders of certificates or documents representing the EGF Warrant, Options, Common Units, Series A Units and Series B Units shall cease to have any rights as Members (or otherwise) of the Parent, except for the right to receive the consideration set forth in Section 2.1(a) above and for such rights, if any, as they may have pursuant to the FLLCL.

2.2. Certificates. On and after the Effective Time, all of the outstanding certificates or documents which prior to that time represented the EGF Warrant, Options, Common Units, Series A Units and Series B Units shall be deemed for all purposes to evidence ownership of and to represent the shares of Corporation Common Stock into which such units represented by such certificates have been converted as herein provided.

2.3. Second Amended and Restated Operating Agreement. At the Effective Time, the Second Amended and Rested Operating Agreement dated October 15, 2004 among William Loeffler, Fredric Derwitsch, Stephan A. Tuchman, Hilary R. Tuchman, Kelvin D. Walker, Dr. James K. Walker, Emergent Growth Fund, LLC, Springboard Capital I, LLC and Nanoptics, Inc. shall terminate and cease to have any force and effect.

ARTICLE III
MISCELLANEOUS

3.1. Succession. On the Effective Time, the Surviving Corporation shall succeed to all of the rights, privileges, debts, liabilities, powers and property of the Purchaser in the manner of and as more fully set forth in Section 259 of the DGCL.

3.2. Entire Understanding. This Plan states the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written communications and agreements, and all contemporaneous oral communications and agreements, with respect to the subject matter hereof. No amendment or modification of this Plan, and no waiver of any provision of this Plan, shall be effective unless in writing and signed by the party against whom enforcement is sought.

3.3. Parties in Interest. This Plan shall bind, benefit and be enforceable by and against the parties hereto and their respective successors and assigns. No party hereto shall in any manner assign any of its rights or obligations under this Plan without the express prior written consent of the other party. Nothing in this Plan is intended to confer, or shall be deemed to confer, any rights or remedies upon any persons other than the parties hereto and their respective shareholders and directors.

3.4. Severability. If any provision of this Plan is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

3.5. Counterparts. This Plan may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Plan to produce or account for more than one counterpart hereof.

3.6. Section Headings. Section headings in this Plan are for convenience of reference only, do not constitute a part of this Plan, and shall not affect its interpretation.

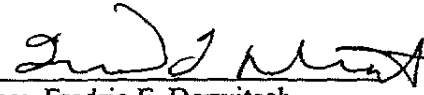
3.7. References. All words used in this Plan shall be construed to be of such number and gender as the context requires or permits.

3.8. Governing Law. This Plan shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflict of law principles.

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IN TESTIMONY THEREOF, each undersigned Corporation has caused this Agreement and Plan of Merger to be signed by its duly authorized officer as of the date first stated above.

MAXXVISION, LLC,
a Florida limited liability company

By: 
Name: Fredric F. Derwitsch
Title: President

MAXXVISION, INC.,
a Delaware corporation

By: 
Name: Fredric F. Derwitsch
Title: President

[Signature Page to the Maxxvision Agreement and Plan of Merger]