

G93406

**Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet**

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H09000257801 3)))



H090002578013ABC%

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850)617-6380

RE-SUBMIT

From:

Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850)222-1092
Fax Number : (850)878-5369

*Please retain original filing
date of submission*

12/14

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address:

shubert@cross.com

MERGER OR SHARE EXCHANGE**Cross Optical Group, Inc.**

Certificate of Status	0
Certified Copy	0
Page Count	<i>278</i>
Estimated Charge	\$70.00

FILED
09 DEC 14 PM 3:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

*12-14
12-21*

eff
1-2-2010

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Costa Del Mar Sunglasses, Inc.</u>	<u>Florida</u>	<u>G93406</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Native Eyewear, Inc.</u>	<u>Rhode Island</u>	<u>not applicable</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FILED
09 DEC 14 PM 3:05
SECRETARY OF STATE
ALBANY FLORIDA

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 01 / 02 / 2010 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 11, 2009

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 11, 2009

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Costa Del Mar Sunglasses,
Inc.

Charles L. Weiss and

Charles R. MacDonald, President

Native Eyewear, Inc.

Charles L. Wainwright

Charles R. MacDonald, President

Plan and Agreement of Merger

THIS PLAN AND AGREEMENT OF MERGER made and entered into this 11th day of December, 2009, between COSTA DEL MAR SUNGLASSES, INC., a Florida corporation (ACOSTA@), and NATIVE EYEWEAR, INC., a Rhode Island corporation (ANATIVE@, together with COSTA, sometimes referred to as the Amerging corporations@).

Recitals:

A.T. CROSS COMPANY, a Rhode Island corporation ("CROSS"), owns all of the issued and outstanding shares of NATIVE=s common capital stock, deemed par value \$0.01 per share ("NATIVE Common Stock"), and all of the issued and outstanding shares of COSTA's common capital stock, no par value ("COSTA Common Stock"). CROSS deems it advisable and generally to the advantage and welfare of the merging corporations and their sole shareholder that NATIVE merge with and into COSTA under and pursuant to the provisions of Title 7, Chapter 7.2 of the General Laws of Rhode Island, 1956, as amended, and the Florida Business Corporation Act section 607.1105, F.S.

Agreements:

NOW, THEREFORE, in consideration of the mutual agreements herein set forth and the mutual benefits hereby provided, the parties agree as follows:

1. Merger. NATIVE shall be and hereby is merged into COSTA as of the Effective Date.

2. Effective Date. This Plan and Agreement of Merger shall become effective at the close of business on January 2, 2010 (the time of such effectiveness, the AEffective Date@).

3. Surviving Entity. COSTA shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida, but the separate corporate existence of NATIVE shall cease forthwith upon the Effective Date.

4. Shares Outstanding. By virtue of the merger and the retirement of NATIVE Common Stock outstanding on the Effective Date as hereinafter provided, CROSS shall continue to own all of the issued and outstanding shares of COSTA.

5. Articles of Organization. The Articles of Incorporation of COSTA as in effect prior to the Effective Date shall be the Articles of Incorporation of COSTA immediately following the Effective Date, and shall be unchanged by virtue of the merger except as follows:

- a. Article I of the Articles of Incorporation shall be, by virtue of the merger, amended in its entirety to read as follows: "The name of the corporation is Cross Optical Group, Inc."
- b. Article IV of the Articles of Incorporation shall be, by virtue of the merger, amended in its entirety to read as follows: "The number of shares the corporation is authorized to issue is: 20,000 no par value."

6. Bylaws of COSTA The Bylaws of COSTA as in effect prior to the Effective Date shall be the Bylaws of COSTA immediately following the Effective Date, without amendment by virtue of the merger, unless and until the same be amended in accordance with the provisions thereof.

7. Effect of the Merger. Upon the Effective Date and subsequently, COSTA shall possess all the rights, privileges, immunities, and franchises, as well of a public as of a private nature, of each of the merging corporations; and all property, real, personal, and mixed, all debts due on whatever account, including subscriptions to shares or other interests, all other choses in action, and all and every other interest of or belonging to or due to each of the merging corporations, is taken and deemed to be transferred to and vested in COSTA without further act or deed; and the title to any real estate, or any interest in real estate, vested in either merging entity will not revert or be in any way impaired because of the merger. COSTA shall be subsequently responsible and liable for

all the liabilities and obligations of each of the merging corporations; and any claim existing or action or proceeding pending by or against either entity merging hereunder may be prosecuted as if the merger had not taken place, or the surviving corporation may be substituted as the named party thereto. Neither the rights of creditors nor any liens upon the property of any merging entity is impaired by the merger.

8. Further Assurances. If at any time COSTA shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to COSTA any right, title, or interest of NATIVE held immediately prior to the Effective Date, NATIVE and its proper officers shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title or interest in COSTA as shall be necessary to carry out the purposes of this Plan and Agreement of Merger, and COSTA and the proper officers thereof are fully authorized to take any and all such action in the name of NATIVE or otherwise.

9. Retirement of NATIVE Common Stock. Forthwith upon the Effective Date, the NATIVE Common Stock held by CROSS immediately prior to the Effective Date shall be retired and no shares of the COSTA Common Stock shall be issued in respect thereof.

10. Book Entries; Tax Free Reorganization. The merger contemplated hereby shall be treated, on the books and records of the constituent corporations, in such manner as, with the advice of the accountants for COSTA, will be most advantageous to such corporations and the sole shareholder of COSTA. The merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a) of the Internal Revenue Code.

11. Directors and Officers. The Board of Directors and officers of COSTA serving on the Effective Date will continue to be the Directors and officers of COSTA after the Effective Date, without change by virtue of the merger. Any such Directors and officers shall hold office from the Effective Date until their successors shall be appointed.

12. Termination. This Plan and Agreement of Merger may be terminated and abandoned by action of the Board of Directors of NATIVE or the Board of Directors of COSTA at any time prior to the Effective Date.

IN WITNESS WHEREOF, each of the merging corporations, pursuant to authority duly granted by its Board of Directors and sole shareholder, has caused this Plan and Agreement to be executed by its authorized officer.

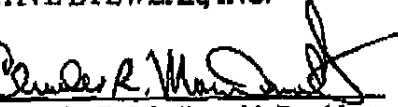
COSTA DEL MAR SUNGLASSES, INC.

By:


Charles R. MacDonald, President

NATIVE EYEWEAR, INC.

By:


Charles R. MacDonald, President