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MERGER OR SHARE EXCHANGE

CONCEPTS IN OPTICS, INC.

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ARTICLES OF MERGER
Merger Sheet

MERGING:

ACCESSORIZE YOUR EYES INC., a Florida corporation, P00000111892

INTO

CONCEPTS IN OPTICS, INC., a Florida entity, P98000085916

File date: May 24, 2002, effective May 28, 2002

Corporate Specialist: Darlene Connell

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**ARTICLES OF MERGER
OF
ACCESSORIZE YOUR EYES INC.
INTO
CONCEPTS IN OPTICS, INC.**

EFFECTIVE DATE
5-28-02

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Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), the undersigned Florida corporations adopt the following Articles of Merger pursuant to which **ACCESSORIZE YOUR EYES INC.**, a Florida corporation ("Accessorize"), shall be merged (the "Merger") with and into **CONCEPTS IN OPTICS, INC.**, a Florida corporation ("Concepts"):

1. Concepts shall be the surviving corporation of the Merger ("Surviving Corporation"). Accessorize shall be the merging corporation ("Merging Corporation").
2. A copy of the Agreement and Plan of Reorganization, dated as of the 23 day of May, 2002, to which each of the Merging Corporation and the Surviving Corporation is a party (the "Plan of Reorganization"), is attached hereto as Exhibit "A" and incorporated herein by reference.
3. The Merger shall become effective at midnight on May 28, 2002.
4. The Plan of Reorganization was adopted by the directors of the Surviving Corporation by written consent without a meeting in the manner prescribed by the Act on May 23, 2002. Approval of the Plan of Reorganization by the shareholders of the Surviving Corporation was not required. The Plan of Reorganization was adopted by the sole shareholder of the Merging Corporation by written consent without a meeting in the manner prescribed by the Act on May 23, 2002.

IN WITNESS WHEREOF, these Articles of Merger have been executed as of the 23 day of May, 2002.

ACCESSORIZE YOUR EYES INC., a
Florida corporation

By: Ronald L. Darata
Ronald L. Darata, Director

CONCEPTS IN OPTICS, INC., a
Florida corporation

By: Ronald L. Darata
Ronald L. Darata, President

Filed by: J. Garstenfeld, Corp. Legal Asst.
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AGREEMENT AND PLAN OF REORGANIZATION

AGREEMENT AND PLAN OF REORGANIZATION, dated as of May ²³, 2002 (the "Agreement"), by and between **ACCESSORIZE YOUR EYES INC.**, a Florida corporation ("Accessorize"), and **CONCEPTS IN OPTICS, INC.**, a Florida corporation (the "Surviving Corporation").

WITNESSETH:

WHEREAS, the respective Boards of Directors of each of Accessorize and the Surviving Corporation have determined that it is in the best interest of Accessorize, the Surviving Corporation and their respective shareholders that Accessorize merge with and into the Surviving Corporation (the "Merger") pursuant to the terms and conditions contained herein; and

WHEREAS, the authorized capital stock of Accessorize consists of 1,000 shares of common stock, par value \$0.01 per share (the "Accessorize Common Stock"); and

WHEREAS, the authorized capital stock of the Surviving Corporation consists of 32,500 shares, consisting of 25,000 shares of common stock, par value \$0.01 per share, of which 20,000 shares are "Class A Common Stock" and 5,000 shares are "Class B Common Stock," and 7,500 shares of preferred stock, par value \$0.01 per share (the "Surviving Corporation Capital Stock"); and

WHEREAS, the Merger will be accomplished by Accessorize being merged with and into the Surviving Corporation pursuant to which (a) all of the outstanding shares of the Surviving Corporation Capital Stock shall not be converted as a result of the Merger, and following the Effective Date (as hereinafter defined) all shares of the Surviving Corporation Capital Stock heretofore authorized shall be authorized shares of the Surviving Corporation, and all shares of the Surviving Corporation Capital Stock then issued and outstanding shall remain issued and outstanding, shall be fully-paid and nonassessable by the Surviving Corporation, and shall be subject to all the provisions of this Agreement, and (b) all of the shares of Accessorize Common Stock issued and outstanding immediately prior to the Merger will be canceled and no longer issued or outstanding; and

WHEREAS, Accessorize and the Surviving Corporation are entering into this Agreement to set forth the terms and conditions of the Merger.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound, the parties hereto agree as follows:

1. MERGER

1.1 The Merger. On the Effective Date, Accessorize will be merged with and into the Surviving Corporation under the terms of this Agreement, and the separate existence of Accessorize shall be merged into and continued in the Surviving Corporation.

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1.2 Effects of the Merger. Without limiting the generality of the provisions of Section 607.1106 of the Florida Business Corporation Act:

(a) Transfer of Assets and Liabilities. Upon the consummation of the Merger, the separate corporate existence of Accessorize shall cease as a consequence of the Merger. On and after the Effective Date, all rights, franchises, property, powers and other interests (whether tangible or intangible) of each of Accessorize and the Surviving Corporation, and all obligations and liabilities thereof shall be transferred to, be vested in, and become the obligations of, the Surviving Corporation by virtue of the Merger, without any deed or other instrument of transfer.

(b) Articles of Incorporation and By-laws. The articles of incorporation of the Surviving Corporation as in effect immediately prior to the Merger, shall be the articles of incorporation of the Surviving Corporation (the "Articles of Incorporation"). The by-laws of the Surviving Corporation in effect immediately prior to the Merger shall be the by-laws of the Surviving Corporation (the "By-laws").

(c) Name and Place of Business. The business of the Surviving Corporation following the Merger shall be identical to that of the Surviving Corporation and Accessorize and shall be that of a Florida corporation organized for the purpose of transacting any and all lawful business.

(d) Board of Directors. After the Merger, the Board of Directors of the Surviving Corporation shall be identical to the Board of Directors of the Surviving Corporation immediately prior to the Effective Date.

(e) Executive Officers. After the Merger, the executive officers of the Surviving Corporation immediately prior to the Effective Date shall constitute the executive officers of the Surviving Corporation until such time as their respective successors have been elected and qualified.

1.3 Effective Date. Subject to the satisfaction or waiver of the conditions precedent set forth in Article 3 of this Agreement, the parties shall cause the Merger to become effective at midnight on May 28, 2002 (the "Effective Date").

2. **CONVERSION OF STOCK**

2.1 Conversion of the Surviving Corporation Capital Stock. On the Effective Date and as a result of the Merger, all outstanding shares of Surviving Corporation Capital Stock shall not be changed or converted and shall hereafter be the authorized shares of the Surviving Corporation. Any shares of Surviving Corporation Capital Stock not issued as of the Effective Date shall remain authorized but unissued shares of capital stock of the Surviving Corporation.

2.2 Conversion of Accessorize Common Stock. On the Effective Date and as a result of the Merger, each share of the Accessorize Common Stock issued and outstanding immediately prior to the Effective Date, shall be canceled and extinguished without any payment or other consideration made with respect thereto.

3. **CONDITIONS.** The obligations of the parties hereto to consummate the Merger and the other transactions contemplated hereby are subject to the satisfaction of each of the following conditions:

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3.1 Board Approval. The authorization of this Agreement and the Merger by the respective Boards of Directors of each of Accessorize and the Surviving Corporation shall not have been revoked or adversely modified.

3.2 Shareholder Approval. This Agreement and the Merger shall have been duly approved and adopted by the affirmative vote of the holder of a majority of the outstanding shares of the Accessorize Common Stock.

3.3 Other Approvals. All other consents and approvals and the satisfaction of all other requirements that are necessary, in the opinion of Accessorize or the Surviving Corporation, for the consummation of the Merger shall have been obtained.

4. MISCELLANEOUS

4.1 Successors. This Agreement shall be binding on the respective successors of each of Accessorize and the Surviving Corporation.

4.2 Counterparts. This Agreement may be executed in one or more counterparts.

4.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Boards of Directors of the parties hereto have approved this Agreement and the duly authorized officers of each have executed this Agreement on their behalf as of the date first above written.

ACCESSORIZE YOUR EYES INC., a
Florida corporation

By: 
Ronald L. Darata, Director

CONCEPTS IN OPTICS, INC., a
Florida corporation

By: 
Ronald L. Darata, President

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