



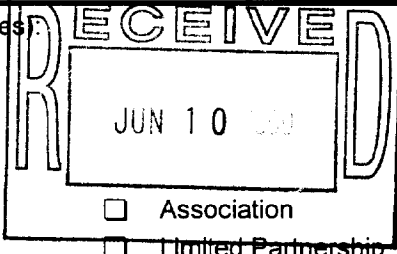
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To the Honorable Commissioner of Patents and Trademarks. Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

GSF Energy, Inc.



- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: GSF Energy, L.L.C.

Internal Address: _____

Street Address: 3321 Bee Caves Road, Suite 300

City: Austin State: TX ZIP: 78746

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Agreement and Plan of Merger

Execution Date: October 31, 1996

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,783,084

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David P. Maivald, Esq.

Internal Address: Doepken Keevican & Weiss

Street Address: 58th Floor - USX Tower

600 Grant Street

City: Pittsburgh State: PA ZIP: 15219

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ \$40.00 E

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500287

06/15/1999 DNGUYEN 00000103 500287 1783084

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David P. Maivald, Reg. No. 42,831

David P. Maivald

June 10, 1999

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

187

TRADEMARK

REEL: 001912 FRAME: 0673

AGREEMENT AND PLAN OF MERGER

AMONG

AIR PRODUCTS MANUFACTURING CORPORATION,

GSF ENERGY INC.

AND

GSF MERGER SUB, L.L.C.

October 31, 1996

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THIS AGREEMENT AND PLAN OF MERGER, dated as of October 31, 1996, entered into among AIR PRODUCTS MANUFACTURING CORPORATION, a Delaware corporation ("Seller"), GSF ENERGY INC., a Delaware corporation ("GSF") and GSF MERGER SUB, L.L.C., a Delaware limited liability company ("Merger Sub").

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

1. Definitions

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2. Plan of Merger

2.1 The Merger.

Upon the terms and subject to the conditions set forth in this Agreement, on the Effective Date (as defined below in this Section 2.1), GSF shall be merged with and into Merger Sub. The Merger shall become effective in accordance with the provisions of Section 264 of the DGCL and Section 18-209 of the Act upon the filing of a duly executed copy of the Certificate of Merger which is annexed hereto as Exhibit B and incorporated herein by reference (the "Certificate of Merger") in the Office of the Secretary of State of the State of Delaware. The date of the filing of the Certificate of Merger with such office is referred to in this Agreement as the "Effective Date."

On the Effective Date, the separate existence of GSF shall cease and Merger Sub shall continue as the surviving entity, under the name GSF Energy, L.L.C. which shall exist by virtue of the laws of the State of Delaware. Merger Sub shall succeed to and assume all of the rights and obligations of GSF in accordance with the DGCL and the Act. The parties agree that the foregoing shall occur effective as of 12:01 a.m. on the Effective Date.

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5.12 Intellectual Property.

Schedule 5.12 sets forth all patents, patent applications, trade names, trademarks, trademark applications, service marks, service mark applications, copyrights, copyright applications, licenses or other proprietary rights, which are owned or held by or licensed to GSF, the GSF Subsidiaries or Brea L.P. and useful or used exclusively in the operation of the GSF Business. Except as set forth in Schedule 5.12, to the best of the knowledge of Seller or GSF, GSF owns or possesses adequate rights in all patents, trade names, trademarks, copyrights, inventions, processes, designs, formulae, trade-secrets, know-how, licenses and other intellectual property and proprietary rights useful or used exclusively in the operation of the GSF Business by GSF. Upon the consummation of the transactions contemplated by this Agreement, Merger Sub shall have all of GSF's rights in such aforesaid patents, trade names, trademarks, copyrights, inventions, processes, designs, formulae, trade secrets, know-how, licenses and other intellectual property and proprietary rights used or useful exclusively in the operation of the GSF Business.

Such patents, trademarks, service marks, trade names and copyrights have been registered in, filed in or issued by the offices indicated on Schedule 5.12, and except as set forth in Schedule 5.12, GSF is the sole and exclusive owner or assignee. Except as set forth in Schedule 5.12, in any country or jurisdiction in which GSF is conducting GSF Business, neither GSF nor, to the knowledge of Seller or GSF, GSF's customers or licensees have received notice that (i) any product, process, method, part or other materials presently sold or used by GSF in the GSF Business infringes any rights owned by any other person, firm, corporation, governments or governmental agency; or (ii) there is pending or threatened any claim or litigation against GSF contesting its right to sell or to use such product process, method, part, or other materials; or (iii)

any patent or any statute, law, rule, regulation, standard or code exists, is pending or has been proposed, which would prevent or substantially reduce revenues from, the production or sale of, or render obsolete, the products or services sold by GSF or which would otherwise materially and adversely affect the operation of the GSF Business.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

GSF MERGER SUB, L.L.C.

By: *EcoGas Corporation, as MANAGER*

By: *Paul Simon*

Title: *PRESIDENT*

AIR PRODUCTS MANUFACTURING CORPORATION

By: ^{for} *Leo Day*

Title: _____

GSF ENERGY INC.

By: *C. Sutton*

Title: _____

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Appendix B

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Intellectual Property

Part 1 - PATENT INVENTORY

DOCKET NUMBER: 261-P-XX03598

TITLE: METHOD OF TESTING A LANDFILL FOR ITS METHANE POTENTIAL

INVENTOR(S): HAM, ROBERT K.

COUNTRY STATUS STAT.DT. APPLICATION NUMBER APP.DATEPATENT NUMBER PAT.DATE EXPIRES TX.DU.DT

CANADA ISSUED 06JL1982 01JA1900 1126981

06JL1982 06JL1999

DOCKET NUMBER: 261-P-XX03599

TITLE: ANAEROBIC SAMPLING METHOD

INVENTOR(S): HAM, ROBERT K.

COUNTRY STATUS STAT.DT. APPLICATION NUMBER APP.DATEPATENT NUMBER PAT.DATE EXPIRES TX.DU.DT

U. S. A. ISSUED 07JL1981 06/123439 21FE1980 4276778

07JL1981 07JL1998

DOCKET NUMBER: 263-P-XX03600

TITLE: LANDFILL GAS RECOVERY METHOD

INVENTOR(S): ZISON, STANLEY W.

COUNTRY STATUS STAT.DT. APPLICATION NUMBER APP.DATEPATENT NUMBER PAT.DATE EXPIRES TX.DU.DT

U. S. A. ISSUED 17AP1984 06/355478 08MR1982 4442901

17AP1984 17AP2001 17OC1995

DOCKET NUMBER: 261-P-XX03601

TITLE: DYNAMIC PRESSURE ATTENUATOR AND METHOD

INVENTOR(S): ZISON, STANLEY W.

TURER, ROBERT N.

COUNTRY STATUS STAT.DT. APPLICATION NUMBER APP.DATEPATENT NUMBER PAT.DATE EXPIRES TX.DU.DT

U. S. A. ISSUED 27MR1984 06/410333 23AU1982 4438883

27MR1984 27MR2001 27SE1995

DOCKET NUMBER: 261-P-XX03602

TITLE: METHOD AND APPARATUS FOR DETERMINING THE VENTING
RATE OF LANDFILL GAS

INVENTOR(S): ZISON, STANLEY W.

COUNTRY STATUS STAT.DT. APPLICATION NUMBER APP.DATE

PATENT NUMBER PAT.DATE EXPIRES TX.DU.DT

U. S. A. ISSUED 24AP1984 06/410331 23AU1982 4444041

24AP1984 24AP2001 24OC1995

DOCKET NUMBER: 263-P-XX03608

TITLE: METHOD OF CONTROLLING THE REMOVAL OF FLOWABLE
MATERIAL FROM A WELL

INVENTOR(S): SAKODA, LESLIE M.

COUNTRY STATUS STAT.DT. APPLICATION NUMBER APP.DATE

PATENT NUMBER PAT.DATE EXPIRES TX.DU.DT

U. S. A. ISSUED 20MY1986 06/613866 23MY1984 4589494

20MY1986 20MY2003 20NO1997

DOCKET NUMBER: 264-P-XX03861

TITLE: GAS-OPERATED PUMP

INVENTOR(S): ZISON, STANLEY W.

COUNTRY STATUS STAT.DT. APPLICATION NUMBER APP.DATE

PATENT NUMBER PAT.DATE EXPIRES TX.DU.DT

U. S. A. ISSUED 16FE1988 06/410552 23AU1982 4725202

16FE1988 16FE2005 16AU1999

Part 2 - TRADEMARK INVENTORY

Docket No.: 260TUS00518

Service Mark: GSF

Reg. No.: 1,783,084

Country: USA

Int. Cl.: 42

Registered: July 20, 1993

Docket No.: 260TUS00360

Service Mark: GSF

Reg. No.: 1,776,776

Country: USA

Int. Cl.: 37

Registered: June 15, 1993

Part 3 - Copyright Registrations
None

Part 4 - Invention Disclosures
None

Part 5 - Licenses
SELEXOL LICENSE

<u>Date</u>	<u>Description</u>	<u>Site</u>	<u>Copy</u>	<u>Original</u>
78.07.3 1	Selexol License Agreement from Allied Chemical to Reserve Synthetic Fuel	Monterey Park		Yes
79.11.2 0	Allied Chemical Lt. Ag. To Reserve Synthetic Fuels - Extension	C.I.D.		Yes
79.11.2 0	Allied Chemical to Reserve Synthetic Fuels - Extension	Fresh Kills		Yes
80.02.1 1	Assignment by Getty Synthetic Fuels to The Getty Oil Company	CID & Fresh Kills		Yes
81.12.3 1	Allied Corporation Amendment of License Ag.			Yes
82.03.2 6	Assignment by Allied to Norton		Yes	
82.12.1 5	Norton Ltr. Ag. to Getty Synthetic Fuels - Extension	Olinda		Yes
83.06.2 4	Norton Ltr. Ag. to Getty Synthetic Fuels - Extension	Blue Island		Yes
85.09.1 0	Assignment by Getty Oil to Getty Synthetic Fuels w/Norton concurrence		Yes	
87.04.0 8	Norton Ltr. To GSF Energy - Extension	Kearny		Yes
88.07.1 4	Norton Ltr. Ag. To GSF Energy - moving Selexol plant fm. A to B			Yes

License Agreement dated 1 January 1986 between GSF Energy Inc. and Air Products and Chemicals, Inc.

Part 6 - Exception to Ownership, Litigation, Claims etc
None

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EXHIBIT C

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RECORDED: 06/10/1999

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