

05-19-2004

S-1204

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/20) Tab settings



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EET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Serrot International, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Illinois Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 02-05-02

2. Name and address of receiving party(ies)

Name: GSE Lining Technology, Inc.

Internal Address:

Street Address: 19103 Gundle Road

City: Houston State: TX Zip: 77073

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2777201; 1411328; 1514616

Additional number(s) attached Yes No

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

Name: Joel E. Siegel

Internal Address: Citicorp Center, Suite 3800

Wood, Phillips, Katz, Clark & Mortimer

Street Address: 500 West Madison Street

City: Chicago State: IL Zip: 60661-2511

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

23-0785

OFFICE OF PUBLIC RECORDS 2004 MAY 17 AM 9:19 FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Joel E. Siegel Name of Person Signing

Signature

05-12-04 Date

05/18/2004 DBYRNE 00000036 2777201

Total number of pages including cover sheet, attachments, and document: 18

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40.00 DP 50.00 DP

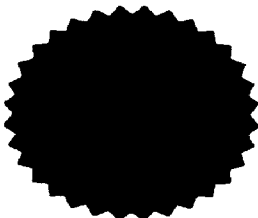
Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER OF "GSE LINING TECHNOLOGY, INC.", FILED IN THIS OFFICE ON THE FIFTH DAY OF FEBRUARY, A.D. 2002, AT 4:30 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3004811

2318752 8100

040211550

DATE: 03-23-04

TRADEMARK
REEL: 002969 FRAME: 0458

**CERTIFICATE OF MERGER
OF
SERROT INTERNATIONAL, INC.
(an Illinois corporation)
INTO
GSE LINING TECHNOLOGY, INC.
(a Delaware corporation)**

The undersigned corporation

DOES HEREBY CERTIFY:

FIRST: That the names and states of incorporation of each of the constituent corporations of the merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>
Serrot International, Inc.	Illinois
GSE Lining Technology, Inc.	Delaware

SECOND: That an Agreement and Plan of Merger (the "Merger Agreement") between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251 of the General Corporation Law of the State of Delaware (the "DGCL").

THIRD: That the name of the surviving corporation of the merger is GSE Lining Technology, Inc., a Delaware corporation.

FOURTH: That the certificate of incorporation of GSE Lining Technology, Inc., shall be the certificate of incorporation of the surviving corporation.

FIFTH: That the executed Merger Agreement is on file at the principal place of business of the surviving corporation. The address of said principal place of business is 19103 Gundle Road, Houston, Texas 77073.

SIXTH: That a copy of the Merger Agreement will be furnished on request and without cost to the stockholder of any constituent corporation.

SEVENTH: That the authorized capital stock of SII is 15,000,000 shares of common stock, no par value, and 747,361 shares of voting convertible preferred stock, no par value.

[Signature Page Follows]

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 02/05/2002
020076509 - 2318752

DATED: February 5, 2002

GSE LINING TECHNOLOGY, INC.,
a Delaware corporation

ATTEST:


C. Wayne Case, Secretary

By: 
Name: Samir T. Badawi
Title: President & CEO

Form **BCA-11.25**

(Rev. Jan. 1999)

**ARTICLES OF MERGER
CONSOLIDATION OR EXCHANGE**

File #

5186-926-5

SUBMIT IN DUPLICATE

Jesse White
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-6961
http://www.sos.state.il.us

FILED PAID

FEB 5 2002

FEB 08 2002

JESSE WHITE
SECRETARY OF STATE

EXPEDITED
SECRETARY OF STATE

This space for use by
Secretary of State

Date 2/5/02



Filing Fee \$

100.00

Id: 

DO NOT SEND CASH!
Remit payment in check or money
order, payable to "Secretary of State."
Filing Fee is \$100, but if merger or
consolidation involves more than 2
corporations, \$50 for each additional
corporation.

1. Names of the corporations proposing to ^{merge} ~~consolidate~~ ~~exchange shares~~ and the state or country of their incorporation:

Name of Corporation	State or Country of Incorporation	Corporation File Number
GSE Lining Technology, Inc. 	Delaware	5729-332-2
Serrot International, Inc. 	Illinois	5186-926-5

2. The laws of the state or country under which each corporation is incorporated permits such merger, consolidation or exchange.

3. (a) Name of the ^{surviving} ~~new~~ corporation: GSE Lining Technology, Inc.
acquiring

(b) it shall be governed by the laws of: Delaware



If not sufficient space to cover this point, add one or more sheets of this size.

4. Plan of ^{merger} ~~consolidation~~ ~~exchange~~ is as follows:

Plan and Agreement of Merger by and between Serrot International, Inc. and GSE Lining Technology, Inc. attached hereto as EXHIBIT A.

5. Plan of ^{merger} consolidation was approved, as to each corporation not organized in Illinois, in compliance with the laws of the exchange state under which it is organized, and (b) as to each Illinois corporation, as follows:

(The following items are not applicable to mergers under §11.30 — 90% owned subsidiary provisions. See Article 7.)

(Only "X" one box for each Illinois corporation)

By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of Incorporation voted in favor of the action taken.

(§ 11.20)

By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with § 7.10 (§ 11.220)

By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20

Name of Corporation

<u>Name of Corporation</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Scrot International, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. *(Not applicable if surviving, new or acquiring corporation is an Illinois corporation)*

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

- a. The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and
- c. The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.

7. (Complete this item if reporting a merger under § 11.30—90% owned subsidiary provisions.)

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. (Not applicable to 100% owned subsidiaries)

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was N/A (Month & Day), N/A (Year).

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received? Yes No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated February 5 (Month & Day), 2002 (Year)

attested by C. Wayne Case (Signature of Secretary or Assistant Secretary)

C. Wayne Case (Type or Print Name and Title)

Dated February 5 (Month & Day), 2002 (Year)

attested by C. Wayne Case (Signature of Secretary or Assistant Secretary)

C. Wayne Case (Type or Print Name and Title)

Dated _____ (Month & Day), _____ (Year)

attested by _____ (Signature of Secretary or Assistant Secretary)

_____ (Type or Print Name and Title)

GSE Lining Technology, Inc. (Exact Name of Corporation)

by Samir T. Badawi (Signature of President or Vice President)

Samir T. Badawi (Type or Print Name and Title)

Serrot International, Inc. (Exact Name of Corporation)

by Samir T. Badawi (Signature of President or Vice President)

Samir T. Badawi (Type or Print Name and Title)

_____ (Exact Name of Corporation)

by _____ (Signature of President or Vice President)

_____ (Type or Print Name and Title)

PLAN AND AGREEMENT OF MERGER

By and Between

SERROT INTERNATIONAL, INC.
(an Illinois Corporation)

and

GSE LINING TECHNOLOGY, INC.
(a Delaware corporation)

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Agreement") is dated as of February 2th, 2002, by and between Serrot International, Inc., an Illinois corporation ("SII") and GSE Lining Technology, Inc., a Delaware corporation (the "Surviving Corporation") (collectively, the "Constituent Corporations").

WITNESSETH

WHEREAS, SII is a corporation organized and existing under and by virtue of the laws of the State of Illinois, by its Certificate of Incorporation which was filed in the office of the Secretary of State of the State of Illinois on September 28, 1979 having authorized capital stock consisting of 15,000,000 shares of common stock, no par value ("SII Common Stock"), of which, as of the date hereof, 7,159,068 shares are validly issued and outstanding, fully paid and non-assessable, and authorized preferred stock consisting of 747,361 shares, no par value ("SII Preferred Stock"), as of the date hereof, no shares are issued and outstanding;

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, by its Certificate of Incorporation which was duly filed in the office of the Secretary of State of the State in Delaware in December 11, 1992 having authorized capital stock consisting of 50,000 shares of common stock, \$1.00 par value per share ("Surviving Corporation Common Stock"), of which, as of the date hereof, 3,100 shares are validly issued and outstanding, fully paid and non-assessable;

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable and in the best interest of each respective Constituent Corporation that SII merge into the Surviving Corporation (the "Merger") pursuant to the terms of this Agreement and that the "Surviving Corporation" be the surviving corporation of such Merger;

WHEREAS, the Boards of Directors of the Constituent Corporations deem it to be in the best interest of each of the Constituent Corporations, that following the Merger, all of the issued and outstanding shares of SII Common Stock be converted into shares of the Surviving Corporation's Common Stock and cash in lieu of fractional shares of the Surviving Corporation Common Stock pursuant to Section 3 below, and that presently issued and outstanding shares of the Surviving Corporation be unaffected by this Merger; and

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements and covenants contained herein, the receipt and sufficiency of which the Constituent Corporations hereby acknowledge, the Constituent Corporations hereby agree that SII shall be merged into the Surviving Corporation, and that the terms and conditions of the Merger, the mode of carrying the Merger into effect, and the method of conveying the shares of SII into shares, rights or securities of the Surviving Corporation shall be as follows:

Section 1. Surviving Corporation: Registered Office and Agent:

The Constituent Corporations shall be merged into a single corporation as follows: SII shall merge into and with the Surviving Corporation, which shall be the surviving corporation in the Merger, and which shall exist by virtue of and be governed by the laws of the State of Delaware. The address of the Surviving Corporation's registered office in that state is Dover Green, Dover, Delaware 19901. The name of the Surviving Corporation's registered agent at that address is The Corporation Trust Company.

Section 2. Effective Time:

The Merger shall be effective, and the "Effective Date" of the Merger shall be, the date on which the Secretary of State of the State of Delaware and the Secretary of State of the State of Illinois have accepted for filing, in accordance with the General Corporation Law of Delaware and the Illinois Business Corporation Act, a Certificate of Merger with respect to the Merger.

Section 3. Manner of Conversion of Shares:

(a) The Merger shall have no effect on the capital stock of the Surviving Corporation.

(b) The method of effecting the Merger and the basis of converting shares of SII Common Stock into shares, rights or securities of the Surviving Corporation shall be as follows: The 7,159,068 shares non-par value of authorized, issued and outstanding SII Common Stock shall be converted without further action on the part of the owner thereof into 623 shares of the Surviving Corporation's Common Stock and cash of U.S. \$9,032.10 in lieu of fractional shares of the Surviving Corporation Common Stock.

(c) At the Effective Time, without further act, the outstanding certificates which theretofore represented shares of SII Common Stock shall be deemed for all purposes to evidence ownership and to represent the number of shares of Surviving Corporation Common Stock into which the shares represented by such certificates have been converted as herein provided, and shall be so registered on the books and records of Surviving Corporation or its transfer agent. The registered owner of any such outstanding stock certificates shall, until such certificates have been surrendered for transfer or conversion, have and be entitled to exercise any voting and other rights with respect to and to receive any dividends or other distributions declared on shares of Surviving Corporation.

Section 4. Effect of Merger:

(a) The separate existence of SII, except to the extent continued by applicable statutes, if any, shall cease as of the Effective Time and thereupon SII and the Surviving Corporation shall become one single corporation, subject to all the restrictions, disabilities, duties and liabilities of SII. The Surviving Corporation reserves the right after the Effective Time to amend, alter, change or repeal any provisions contained in its Certificate of Incorporation in the manner now or hereafter prescribed by the Delaware General Corporation Law.

(b) The corporate identity, existence, purposes, rights, privileges, immunities, powers, franchises, of a public as well as private nature, and authority of the Surviving Corporation shall continue unaffected and unimpaired by the Merger, and the corporate identity, existence, purposes, rights, privileges, immunities, powers, franchises, of a public as well as private nature, and authority of SII shall be merged into the Surviving Corporation and the Surviving Corporation shall succeed to and be fully vested therewith.

(c) All the property, assets and business of every description, whether real, personal or mixed, and every interest therein, and all debts, liabilities and obligations belonging to or due to SII, on whatever account, including all causes of action belonging to SII, shall be taken or be deemed to be transferred to and vested in the Surviving Corporation without further act or deed, and all property, rights, privileges, powers, franchises, and all and every other interest of SII shall thereafter be the property of the Surviving Corporation in the same manner as they were of SII, and the title to any real estate vested by deed or otherwise in SII shall not revert or be any way impaired as a result of this Merger. SII agrees that, from time-to-time, as and when requested by the Surviving Corporation, or its successors or assigns, it will execute and deliver such instruments and take or cause to be taken such action as may be necessary or appropriate in order to perfect, confirm or deliver title and take possession to the Surviving Corporation of all the assets of SII and otherwise carry out the purposes of this Agreement.

(d) All rights of creditors of SII, and all liens upon any property owned by SII shall be preserved and unimpaired, and all debts, obligations, liabilities and duties of SII, shall be at the Effective Time assumed by the Surviving Corporation to the same extent as if said debts, obligations, liabilities and duties had originally been incurred or contracted by it.

Section 5. Certificate of Incorporation, Bylaws, Officers and Directors of Surviving Corporation:

(a) The Certificate of Incorporation of the Surviving Corporation shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

(b) The Bylaws of the Surviving Corporation in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation.

(c) The present officers and directors of the Surviving Corporation shall be the officers and directors of the Surviving Corporation.

Section 6. Stockholder Approval, Effective Time:

(a) Prior to the Effective Time, the obligations of SII under this Agreement will have been approved and adopted by holders of all of the outstanding shares of the SII Common Stock by written consent in lieu of special meeting of the stockholders of SII in accordance with the procedures set forth in the Illinois Business Corporation Act

(b) Prior to the Effective Time, the obligations of the Surviving Corporation under this Agreement will have been approved and adopted by the holders of all of the outstanding shares of the Surviving Corporation Common Stock by written consent in lieu of a special meeting of the stockholders of the Surviving Corporation in accordance with the procedures set forth in the Delaware General Corporation Law.

(c) Notwithstanding the foregoing, any written consent executed by the holders of not less than a majority of the outstanding shares of SII Common Stock (in respect of SII) or by the holders of not less than a majority of the outstanding shares of the Surviving Corporation Common Stock (in respect of the Surviving Corporation) shall satisfy the requirements for the requisite stockholder vote for the respective corporations specified in this section. If a higher percentage of vote is required by the laws of the states of incorporation of either the Constituent Corporations in order to permit the aforesaid action to be taken by the stockholder consent in such state, such higher percentage as required by law shall be deemed to be substituted for the requirements stipulated for that state in this subparagraph.

Section 7. Termination:

This Agreement may be terminated and the Merger abandoned before the Effective Time, by the mutual written consent of the Boards of Directors of the Constituent Corporations. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the Effective Time, provided that an amendment made subsequent to the adoption of the Agreement by the stockholders of any Constituent Corporation shall not (i) alter or change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (ii) alter or change any term of the certificate of incorporation of the Surviving Corporation to be effected by the merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of stock of any such Constituent Corporation.

Section 8. Miscellaneous:

(a) In the event this Agreement is terminated as provided in Section 7, neither Constituent Corporation shall have any liability to the other for costs, expenses, loss of anticipated profits or otherwise.

(b) This instrument contains the entire agreement between the parties hereto with respect to the transactions contemplated herein.

(c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original

(d) If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restriction of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated.

(e) This Agreement shall be governed by and construed in accordance with the substantive law of the State of Delaware without giving effect to the principles of conflicts of law thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned officers of each Constituent Corporation do now hereby execute this Agreement under the corporate seals of their respective corporations, by the authority of the Directors and stockholders hereof, as the respective act, deed and agreement of each of said Constituent Corporations effective the 5th day of February 2002.

Serrot International, Inc.
An Illinois corporation

ATTEST:

C. Wayne Case
Secretary

By: *Samir T. Badawi*
Samir T. Badawi
President and Chief Executive Officer

GSE Lining Technology, Inc.
a Delaware corporation

ATTEST:


C. Wayne Case
Secretary

By: *Samir T. Badawi*
Samir T. Badawi
President and Chief Executive Officer

SECRETARY CERTIFICATE

I, C. Wayne Case, Secretary of each of GSE Lining Technology, Inc., a Delaware corporation ("Surviving Corporation"), and Serrot International, Inc., an Illinois corporation ("SII"), by my signature hereunder do certify, as Secretary, pursuant to Section 251(c) of the Delaware General Corporation Law, that the Plan and Agreement of Merger to which this certificate is attached was duly adopted by the written consent of the sole stockholder of each of Surviving Corporation and SII.

IN WITNESS WHEREOF, the undersigned has set his hand on this 5th day of February 2002.



C. Wayne Case
Secretary, GSE Lining Technology, Inc. and
Serrot International, Inc.

STATE OF ILLINOIS

Office of the Secretary of State

I hereby certify that this is a true and correct copy, consisting of Eighteen pages, as taken from the original on file in this office.

Debra White

Debra White
Secretary of State

DATE March 23 2004
BY James P. Freely, Jr.



EXPEDITED
SECRETARY OF STATE

MAR 23 2004

EXP. FEES 50.00

COPY FEES 25.00

C