

Attorney Docket No.: I0294-2005

Form PTO-1594  
(Rev.03/01)  
OMB No.0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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.

<p>1. Name of conveying party(ies) Insync Systems, Inc.</p> <p>Individual(s) citizenship:</p> <p>Additional name(s) of conveying party(ies) attached? No</p>	<p>2. Name and address of receiving party(ies): Name: Kinetics Fluid Systems, Inc. Internal Address: Street Address: 2260 Savi Ranch Parkway Yorba Linda, CA 92887 Individual(s) citizenship:</p> <p>If assignee is not domiciled in the United States, a domestic representative designation may be attached.  (Designations may be a separate document from assignment.) Additional name(s) &amp; address(es) attached? No</p>
<p>3. Nature of conveyance: Merger</p> <p>Execution Date: 12/01/2001</p>	

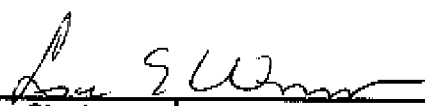
4. Application number(s) or Registration number(s):

<p>A. Trademark Application No(s):</p>	<p>B. Trademark Registration No(s): 2,534,376</p>
<p>Additional number(s) attached? No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Lisa E. Winsor, Esq. LOWRIE, LANDO &amp; ANASTASI, LLP One Main Street Cambridge, MA 02142</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41) 40.00</p> <p>XPlease Charge Deposit Account No. 50/2762</p> <p>Enclosed</p> <p>If the enclosed fee is insufficient, the Commissioner is authorized to charge the fee to the account of the undersigned.</p> <p>8. Deposit account number: 50/2762</p>
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**DO NOT USE THIS SPACE**

9. Signature

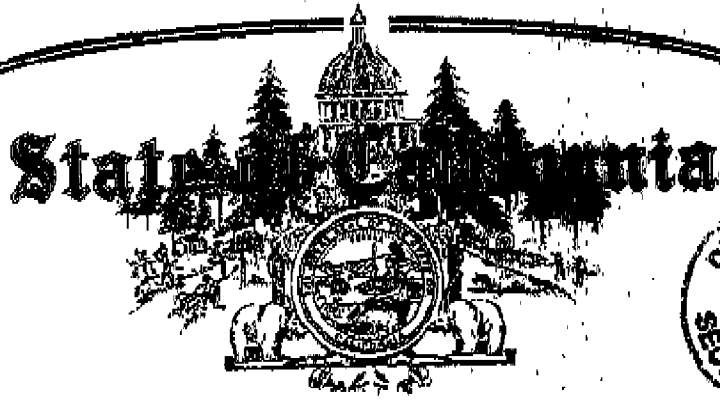
<p>Lisa E. Winsor </p>	<p>December 13, 2004</p>
<p>Name of Person Signing</p>	<p>Signature</p>
<p>Date</p>	

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450,  
Alexandria, VA 22313-1450

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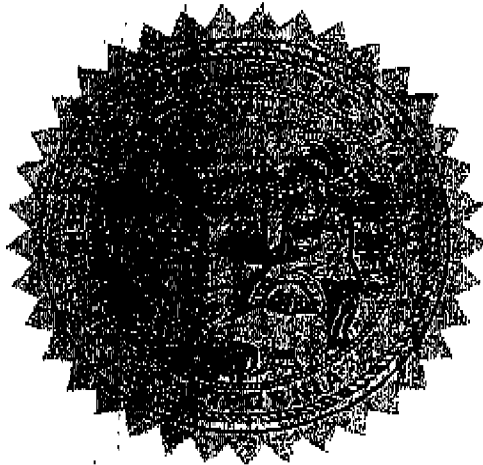


**SECRETARY OF STATE**

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 5 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this day of



JAN 19 2002

*Bill Jones*

Secretary of State

DEC 31 2001

## AGREEMENT OF MERGER

BILL JONES, Secretary of State

This Agreement of Merger is entered into this first day of December, 2001, by and between Kinetics Fluid Systems, Inc., a California corporation (the "Surviving Corporation"), e-Flow, Inc., a California corporation, and Insync Systems, Inc., a California corporation, (the "Merging Corporations").

### BACKGROUND

The Surviving Corporation and the Merging Corporations are wholly owned subsidiaries of Kinetics Group, Inc., a Delaware corporation ("KGI"). KGI is consolidating and re-aligning its direct and indirect subsidiaries in order to respond to its structural and operational needs in the most timely and tax efficient manner. In connection with the consolidation and re-alignment, KGI, the Surviving Corporation and the Merging Corporations have determined it to be in their mutual best interests to merge the Merging Corporations into the Surviving Corporation.

Prior to the merger described in this Agreement, Kinetics Electronics, Inc. is merging into KGI (the "KEI Merger"). The Surviving Corporation and Merging Corporations acknowledge and agree that the merger described in this Agreement shall be effective after the effectiveness of the KEI Merger.

Therefore, pursuant to the provisions of the state corporate codes applicable to the Surviving Corporation and the Merging Corporations, the Surviving Corporation and Merging Corporations agree as follows:

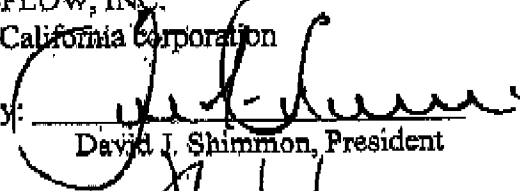
1. Merger. The Merging Corporations shall be merged with and into the Surviving Corporation, and the Surviving Corporation does hereby merge the Merging Corporations with and into itself. On and after the Effective Date (as defined below):
  - (a) The Surviving Corporation shall continue to exist as a corporation under the laws of the State of California with all the rights and obligations of such Surviving Corporation as are provided by the laws of the State of California.
  - (b) The existence of the Merging Corporations, as corporations pursuant to the law of the State of California, shall cease (except as otherwise provided for specific purposes in such laws), their respective properties will become the property of the Surviving Corporation, and their rights, obligations, claims and interests will become those of the Surviving Corporation.
2. Effective Date. This Agreement of Merger shall become effective on December 31, 2001 (the "Effective Date"), after the effectiveness of the KEI Merger.
3. Conversion of Stock.
  - (a) At and on the Effective Date, and without any action on the part of the Surviving Corporation or the Merging Corporations or KGI, the stock of the Merging Corporations shall be deemed canceled and extinguished without consideration.


(b) At and on the Effective Date, and without any action on the part of KGI, the existing stock of the Surviving Corporation shall remain unchanged.

4. Articles of Incorporation and Bylaws. The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of the Surviving Corporation following the Effective Date. The Bylaws of the Surviving Corporation, as amended to the Effective Date, shall be the Bylaws of the Surviving Corporation following the Effective Date.

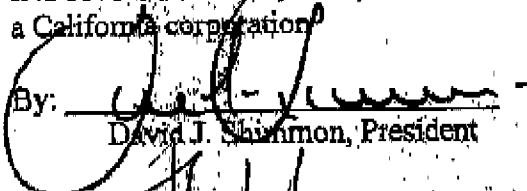
The Surviving Corporation and the Merging Corporations have caused this Agreement of Merger to be executed by their respective officers on the day and year first above written.

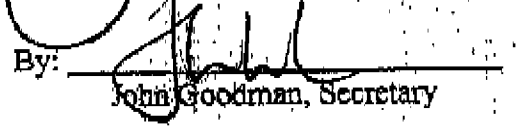
e-FLOW, INC.  
a California Corporation

By:   
David J. Shimmon, President

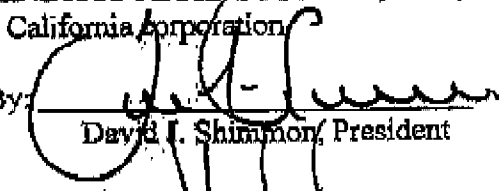
By:   
John Goodman, Secretary

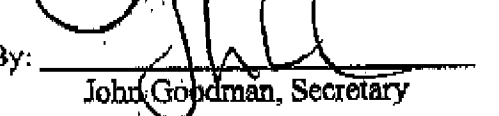
INSYNC SYSTEMS, INC.,  
a California Corporation

By:   
David J. Shimmon, President

By:   
John Goodman, Secretary

KINETICS FLUID SYSTEMS, INC.,  
a California Corporation

By:   
David J. Shimmon, President

By:   
John Goodman, Secretary

### OFFICER'S CERTIFICATE

We, David J. Shimmon and John Goodman, certify that:

1. We are the President and Secretary of e-Flow, Inc., a California corporation ("EFI");
2. The total number of outstanding shares of each class of EFI entitled to vote on the merger is as follows:

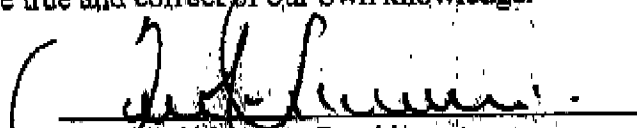
Class	Total No. of Shares Entitled to Vote
Common	7,500

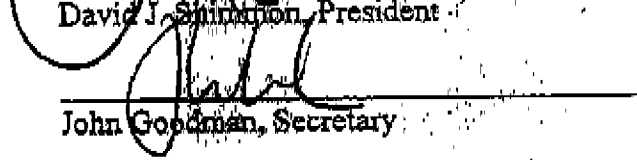
3. The principal terms of the Agreement of Merger in the form attached were approved by the Shareholder of EFI by a vote of the number of shares of each class which equaled or exceeded the vote required by each class to approve the Agreement of Merger.

4. Each class entitled to vote and the minimum percentage vote of each class is as follows:

Class	Minimum Percentage Vote
Common	Greater than 50%

5. We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

  
 \_\_\_\_\_  
 David J. Shimmon, President

  
 \_\_\_\_\_  
 John Goodman, Secretary

### OFFICER'S CERTIFICATE

We, David J. Shimmom and John Goodman, certify that:

1. We are the President and Secretary of Insync Systems, Inc., a California corporation ("ISI");

2. The total number of outstanding shares of each class of ISI entitled to vote on the merger is as follows:

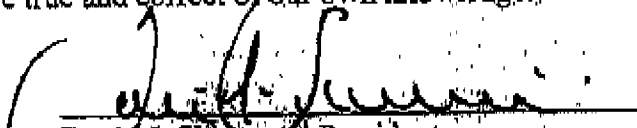
Class	Total No. of Shares Entitled to Vote
Common	1,000

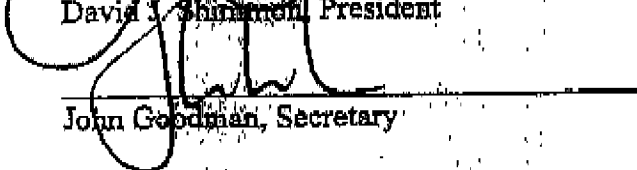
3. The principal terms of the Agreement of Merger in the form attached were approved by the Shareholder of ISI by a vote of the number of shares of each class which equaled or exceeded the vote required by each class to approve the Agreement of Merger.

4. Each class entitled to vote and the minimum percentage vote of each class is as follows:

Class	Minimum Percentage Vote
Common	Greater than 50%

5. We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

  
 \_\_\_\_\_  
 David J. Shimmom, President

  
 \_\_\_\_\_  
 John Goodman, Secretary

### OFFICER'S CERTIFICATE

We, David J. Shimmom and John Goodman, certify that:

1. We are the President and Secretary of Kinetics Fluid Systems, Inc., a California corporation ("KFS"):

2. The total number of outstanding shares of each class of KFS entitled to vote on the merger is as follows:


Class	Total No. of Shares Entitled to Vote
Common	100,000

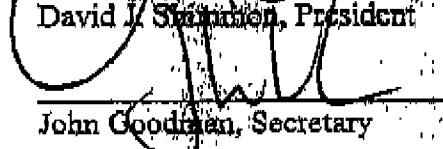
3. The principal terms of the Agreement of Merger in the form attached were approved by the Shareholder of KFS by a vote of the number of shares of each class which equaled or exceeded the vote required by each class to approve the Agreement of Merger.

4. Each class entitled to vote and the minimum percentage vote of each class is as follows:

Class	Minimum Percentage Vote
Common	Greater than 50%

5. We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

  
 \_\_\_\_\_  
 David J. Shimmom, President

  
 \_\_\_\_\_  
 John Goodman, Secretary





**Date** Monday, December 13, 2004

**Number of pages** (including cover): 8

**F A X C O V E R**

\*\*\*\*\*OFFICIAL FAX\*\*\*\*\*

**To** Assignment Recordation Services

**Company** United States Patent and Trademark Office

**Reg. No.:** 2,534,376

**Mark:** VERSA PLANE

**Fax** 703.306.5995

**From** Lisa E. Winsor

**Direct dial** 617-395-7013

**Our File #** I0294-2005

**CERTIFICATE OF FACSIMILE TRANSMISSION 37 C.F.R. § 1.8(a)**

The undersigned hereby certifies that this document is being transmitted via facsimile to the attention of Assignment Recordation Services, Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, in accordance with 37 C.F.R. § 1.6(d), on the 13<sup>th</sup> day of December, 2004.

*Nancy G. Kelly*  
 \_\_\_\_\_  
 Nancy G. Kelly

ORIGINAL DOCUMENTS WILL NOT BE MAILED.

**Message:** Transmitted herewith is an Assignment Recordation Cover Sheet to Kinetics Fluid Systems, Inc. and a Merger from Insync Systems, Inc. to Kinetics Fluid Systems, Inc.

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**RECORDED: 12/13/2004**

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