

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/21/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Plant Research Laboratories		07/21/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Regenesys Bioremediation Products
Street Address:	1011 Calle Sombra
City:	San Clemente
State/Country:	CALIFORNIA
Postal Code:	92673
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1866151	ORC

CORRESPONDENCE DATA

Fax Number: (949)760-9502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 949 760 0404
 Email: efiling@kmob.com
 Correspondent Name: Danielle Klausner
 Address Line 1: 2040 Main Street, 14th Floor
 Address Line 4: Irvine, CALIFORNIA 92614

NAME OF SUBMITTER:	Dainelle Klausner
Signature:	/Danielle Klausner/
Date:	09/08/2005

CH \$40.00 1866151

Total Attachments: 11

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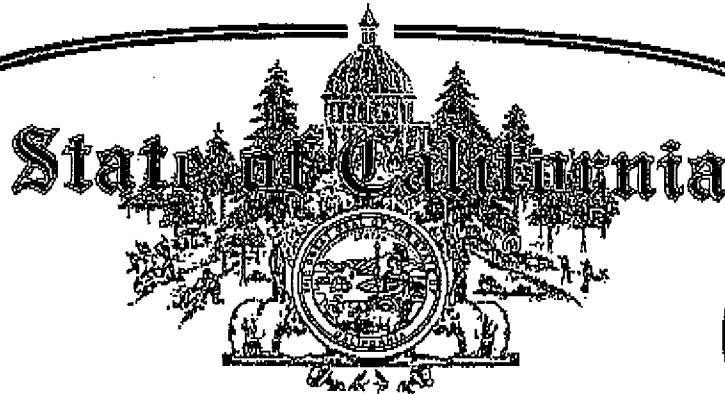
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SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 10 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

JUL 29 2004



Kevin Shelley
Secretary of State

00614967

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

JUL 28 2004

KEVIN SHELLEY
Secretary of State

AGREEMENT AND PLAN OF MERGER

OF

PLANT RESEARCH LABORATORIES,
a California corporation

AND

REGENESIS BIOREMEDIATION PRODUCTS,
a California corporation

DOCSOC/994198v2/18013-0002

TRADEMARK
REEL: 003155 FRAME: 0666

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of July 21, 2004 (this "Agreement"), is made by and between Plant Research Laboratories, a California corporation ("PRL"), and Regensis Bioremediation Products, a California corporation ("Regensis"), which corporations are sometimes referred to herein as the "Constituent Corporations."

RECITALS:

A. Regensis is a corporation duly organized and existing under the laws of the State of California and has authorized capital of 2,000,000 shares, all of which are designated "Common Stock." As of the date of this Agreement, 812,481 shares of Common Stock were issued and outstanding, 492,500 of which are owned by PRL.

B. PRL is a corporation duly organized and existing under the laws of the State of California and has authorized capital of 250,000 shares, all of which are designated "Common Stock." As of the date of this Agreement, 177,932 shares of Common Stock were issued and outstanding.

C. The Board of Directors of each of PRL and Regensis have determined that it is advisable and in their mutual best interests and the best interests of their respective shareholders that the PRL merge with and into Regensis with Regensis being the surviving entity of such merger upon the terms and conditions herein provided.

D. The respective Boards of Directors of Regensis and PRL have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective shareholders and executed by the undersigned officers.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Regensis and PRL hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I

MERGER

1.1. **The Merger.** In accordance with the provisions of this Agreement and the California General Corporation Law ("CGCL"), PRL shall be merged with and into Regensis (the "Merger"), the separate existence of PRL shall cease and Regensis shall be, and is herein sometimes referred to as, the "Surviving Corporation." The name of the Surviving Corporation shall be "Regensis Bioremediation Products."

1.2. **Filing and Effectiveness.** The Merger shall become effective upon the filing of this Agreement with the California Secretary of State. This Agreement shall be filed with the California Secretary of State when the following conditions have been met:

(a) This Agreement has been adopted and approved by the shareholders of each Constituent Corporation in accordance with the requirements of the CGCL;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement have been satisfied or duly waived by the party entitled to satisfaction thereof.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3. **Effect of the Merger.** Upon the Effective Date of the Merger, the separate existence and corporate organization of PRL shall cease and Regenesiis, as the Surviving Corporation, shall continue its corporate existence under the laws of the State of California.

ARTICLE II

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1. **Articles of Incorporation.** The Articles of Incorporation of Regenesiis as in effect immediately before the Effective Date of the Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended or repealed in accordance with the provisions thereof and applicable law.

2.2. **Bylaws.** The Bylaws of Regenesiis as in effect immediately before the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended or repealed in accordance with the provisions thereof and applicable law.

2.3. **Directors and Officers.** The directors and officers of Regenesiis immediately before the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until the expiration of their current terms and until their successors have been duly elected and qualified, or until their prior resignation, removal or death, subject to the Articles of Incorporation and the Bylaws of the Surviving Corporation.

ARTICLE III

MANNER OF CONVERSION OF STOCK

3.1. **PRL Shares.** Upon the Effective Date of the Merger each share of Common Stock of PRL issued and outstanding immediately before the Effective Date of the Merger shall, by virtue of the Merger and without any action by the Constituent Corporations, by the holder of such shares or by any other person, be converted into and exchanged for 2.725763 shares of fully paid and nonassessable Common Stock of the Surviving Corporation.

3.2. **Regenesiis' Common Stock.** Upon the Effective Date of the Merger, each share of Common Stock of Regenesiis issued and outstanding and held by PRL immediately before the Effective Date of the Merger shall, by virtue of the Merger and without any action by Regenesiis or by any other person, be canceled and returned to the status of authorized but unissued shares. All other shares of Common Stock of Regenesiis that are issued and outstanding immediately before the Effective Date of the Merger shall remain issued and outstanding.

3.3. **Exchange of Certificates.** After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of PRL Common Stock may, at such shareholder's option, surrender the same for cancellation to the Surviving Corporation or to its transfer agent (the

"Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of PRL Common Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock into which such shares were converted in the Merger.

The registered owner, on the books and records of the Surviving Corporation or the Exchange Agent, of any such outstanding certificate shall, until such certificate has been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to restrictions on transferability as the certificates of PRL so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of Regenesi stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Regenesi that such tax has been paid or is not payable.

ARTICLE IV

TRANSFER OF ASSETS AND LIABILITIES

4.1. **Transfer of Assets and Liabilities.** On the Effective Date of the Merger, (i) the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all the disabilities, duties and restrictions of or upon each of the Constituent Corporations; (ii) all rights, privileges, powers and franchises of each of the Constituent Corporations, all property, real, personal and mixed, of each of the Constituent Corporations, all debts due to each of the Constituent Corporations on whatever account and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; (iii) all property, rights, privileges, powers and franchises, as well as all other interests, shall be as effectively the property of the Surviving Corporation as they were of the Constituent Corporations before the Effective Date of the Merger; and (iv) the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert to either of the Constituent Corporations or be in any way impaired by reason of the Merger.

Notwithstanding the foregoing, (i) the liabilities of the Constituent Corporations and of their shareholders, directors and officers shall not be affected by the Merger; (ii) all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired notwithstanding the Merger; and (iii) any claim existing or action or proceeding pending by or

against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place; *provided, however*, that the claims and rights of the creditors of either or both of the Constituent Corporations may be modified with the consent of such creditors; and, *provided further*, that all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation and accordingly may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

4.2. Further Assurances. From time to time, as and when required by Regensis or by its successors or assigns, there shall be executed and delivered on behalf of PRL such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Regensis the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of PRL and otherwise to carry out the purposes of this Agreement, and the officers and directors of Regensis are fully authorized in the name and on behalf of PRL or otherwise to take all such actions and to execute and deliver all such deeds and other instruments.

ARTICLE V

GENERAL

5.1. Deferral. Consummation of the Merger may be deferred by the Board of Directors of PRL or Regensis for a reasonable period of time if either such company's Board of Directors determines that deferral would be in the best interests of PRL or Regensis and such company's shareholders.

5.2. Amendment. The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement in such manner as may be agreed upon by them in writing at any time before or after adoption and approval of this Agreement by the shareholders of Regensis and PRL, but not later than the Effective Date of the Merger; *provided, however*, that no such amendment, modification or supplement not adopted and approved by the shareholders of Regensis and PRL shall affect the rights of such shareholders or change any of the principal terms of this Agreement.

5.3. Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either PRL or of Regensis, or of both, notwithstanding the approval of this Agreement by the shareholders of Regensis or PRL, or by both. In the event of abandonment of this Agreement, as above provided, this Agreement shall become wholly void and of no effect, and no liability on the part of either Constituent Corporation or its Board of Directors or its shareholders shall arise by virtue of such termination.

5.4. Expenses. Regardless of whether or not the Merger becomes effective, the Surviving Corporation shall assume and pay all expenses in connection therewith not theretofore paid by the respective parties. If for any reason the Merger shall not become effective, each party shall pay all expenses incurred by it in connection with all the proceedings taken in respect of this Agreement or relating thereto.

5.5. Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 1011 Calle Sombra, San Clemente, California 92673-6244 and, upon request and without cost, copies thereof will be furnished to any shareholder of either Constituent Corporation.

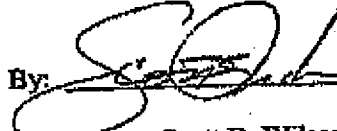
5.6. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of California without regards for conflicts of laws principles.

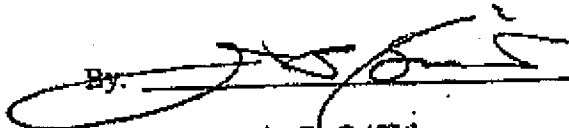
5.7. Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby executed on behalf of the parties by their respective officers thereunto duly authorized.

REGENESIS BIOREMEDIATION PRODUCTS,
a California corporation

By: 
Print Name: Scott B. Wilson
Its: President

By: 
Print Name: John B. Griffiths
Its: Secretary

PLANT RESEARCH LABORATORIES,
a California corporation

By: _____
Print Name: _____
Its: President

By: _____
Print Name: _____
Its: Secretary

IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby executed on behalf of the parties by their respective officers thereunto duly authorized.

REGENESIS BIOREMEDIATION PRODUCTS,
a California corporation

By: _____

Print Name: _____

Its: President

By: _____

Print Name: _____

Its: Secretary

PLANT RESEARCH LABORATORIES,
a California corporation

By: *[Signature]*

Print Name: Carm S. Hebard

Its: President

By: *[Signature]*

Print Name: William J. Cox

Its: Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER**

Scott B. Wilson, and John B. Griffiths certify that:

1. They are the President and Secretary, respectively, of REGENESIS BIOREMEDIATION PRODUCTS, a California corporation (the "Corporation").
2. The Agreement and Plan of Merger in the form attached hereto was duly approved by the Board of Directors and the shareholders of the Corporation.
3. The shareholder approval was by the holders of ninety-eight (98%) of the outstanding shares of the Corporation's Common Stock. The number of shares voting in favor of the amendment exceeded the vote required. The percentage vote required was more than fifty percent (50%) of the Common Stock outstanding.
4. There is one class of shares of the Corporation, Common Stock. The number of shares of Common Stock outstanding is 812,481.

The undersigned 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 their own knowledge.

Date: July 21, 2004

By: 

Scott B. Wilson, President

By: 

John B. Griffiths, Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER**

Gavin S. Herbert and William J. Cox certify that:

1. They are the President and Secretary, respectively, of PLANT RESEARCH LABORATORIES, a California corporation (the "Corporation").
2. The Agreement and Plan of Merger in the form attached as hereto was duly approved by the Board of Directors and the shareholders of the Corporation.
3. The shareholder approval was by the holders of one hundred percent (100%) of the outstanding shares of the Corporation.
4. There is one class of shares of the Corporation, Common Stock. The number of shares of Common Stock outstanding is 177,932.

The undersigned 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 their own knowledge.

Date: July 21, 2004

By: G. Herbert
Gavin S Herbert, President

By: William J. Cox
William J. Cox, Secretary



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