

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAT TECH INC.		07/07/2006	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	CAT TECH LLC		
Street Address:	1905 Jasmine, Building E		
City:	Pasadena		
State/Country:	TEXAS		
Postal Code:	77503		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1082012	CAT TECH	
CORRESPONDENCE DATA			
Fax Number:	(713)623-4846		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-623-4844		
Email:	ymurillo@pattersonsheridan.com		
Correspondent Name:	William B. Patterson		
Address Line 1:	3040 Post Oak Boulevard		
Address Line 2:	Suite 1500		
Address Line 4:	Houston, TEXAS 77056		
ATTORNEY DOCKET NUMBER:	CATT/T003		
NAME OF SUBMITTER:	William B. Patterson		
Signature:	//William B. Patterson//		
Date:	06/11/2007		

CH \$40.00 1082012

Total Attachments: 3

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**CERTIFICATE OF FORMATION
OF
CAT TECH LLC**

The name of the Company is **Cat Tech LLC**, and its address is 1905 Jasmine, Building E, Pasadena, Texas 77503. The Company is being formed pursuant to a Plan of Conversion. The converting entity, Cat Tech Inc., a Texas business corporation, was formed February 14, 2002. The address of Cat Tech LLC's registered office is 1905 Jasmine, Building E, Pasadena, Texas 77503. The name of Cat Tech LLC's registered agent for service is Mark Manifould. The address of the agent is 1905 Jasmine, Building E, Pasadena, Texas 77503.

ARTICLE ONE

The name of the Company is "Cat Tech LLC".

ARTICLE TWO

The existence of the Company will commence when the Secretary of State of the State of Texas issues a Certificate of Organization to the Company (the "Formation Date"), and will be perpetual.

ARTICLE THREE

The purpose for which the Company is organized is the transaction of any and all lawful business for which limited liability companies may be organized under the Act.

ARTICLE FOUR

The principal place of business of the Company is 1905 Jasmine, Building E, Pasadena, Texas 77503.

ARTICLE FIVE

The address of the initial registered office of the Company is 1905 Jasmine, Building E, Pasadena, Texas 77503 and the name of its initial registered agent at such address is Mark Manifould.

ARTICLE SIX

The Company is to be managed by its member acting as provided in the Company Agreement. The name and address of the entity constituting the first member is MST Holdings, Inc., P.O. Box 62026, Houston, Texas 77205.

ARTICLE SEVEN

Except as provided in the Company Agreement, the Company may enter into contracts or transact business with one or more of its members or officers or any limited liability company, corporation, partnership, association, trust company, trust, organization or other entity in which any one or more of its members or officers are managers, members, directors, officers, partners, trustees, shareholders or beneficiaries or otherwise interested and in the absence of fraud such contract or transaction shall not be invalidated or in any way affected by the fact that such members or officers of the Company have or may have interests which are or might be adverse to the interests of the Company even though the vote or action of the members or officers having such adverse interest may have been necessary to obligate the Company upon such contract or transaction.

Common or interested officers or members may be counted in determining the presence of a quorum at a meeting of the members which authorizes the contract or transaction.

A officer or member of the Company is not liable to the Company or other officers or members for monetary damages for an act or omission as an officer or a member, except that this certificate does not eliminate or limit the liability of a member or officer for an act or omission for which the liability of a member or officer is expressly provided for by statute which cannot be waived.

At any meeting of the members of the Company (or any duly authorized committee thereof) which shall authorize or ratify any such contract or transaction, any such member or members may vote or act thereat with like force and effect as if he, she or it had not such adverse interest, provided that in such case such interest shall be disclosed or shall have been known to the officers or members of the Company or a majority thereof. No member or officer shall be disqualified from holding office as a manager or officer of the Company by reason of any such adverse interest. In the absence of fraud, no member or officer having such adverse interest shall be liable to the Company or to any officer, member or creditor thereof, or to any other person, for loss incurred by it under or by reason of such contract or transaction, nor shall any such member or officer be accountable for any gains or profits realized thereon.

A member of the Company is not liable to the Company or other members for monetary damages for an act or omission as a member or officer, except that this Certificate does not eliminate or limit the liability of a member or officer for:

- (1) breach of a duty of loyalty to the Company or its members or officers;
- (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law;
- (3) a transaction from which a officer or member received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the member's or officer's office; or
- (4) an act or omission for which the liability of a member or officer is expressly provided for by statute.

If any relevant statute is amended subsequently to the filing of this Certificate of Formation to authorize Company action further eliminating or limiting the personal liability of members or officers, then the liability of a member and/or officer of the Company shall be eliminated or limited to the full extent permitted by such statute, as so amended.

Any repeal or modification of the foregoing paragraph by the Company shall not adversely affect any right or protection of a member or officer of the Company existing at the time of such repeal or modification.

ARTICLE EIGHT

The officers and members of the Company shall have rights and privileges as set out in the Company Agreement. This Certificate of Formation may be amended only by the affirmative vote of the members of the Company owning a majority of the membership interests at the time the vote is taken.

ARTICLE NINE

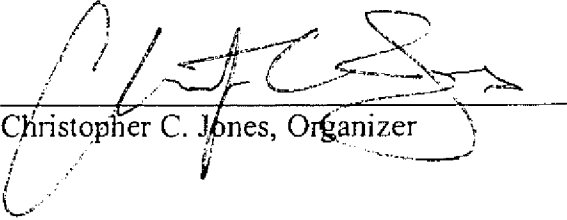
Section 8.002 of the Texas Business Organizations Code permits the Company to indemnify its present and former officers and members to the extent and under the circumstances set forth therein. The Company hereby elects to and does hereby indemnify all present and former officers and members to the fullest extent permitted by law promptly upon request of any such persons making the request for indemnity hereunder. The Company's indemnity obligation set forth herein shall include, to the maximum extent permitted under applicable law, the payment or reimbursement of all damages and settlements, whether actual or consequential and all related attorneys' fees and other costs. The obligation to so indemnify and to so make all necessary determinations may be specifically enforced by resort to any court of competent jurisdiction. Further, the Company shall pay or reimburse the reasonable expenses of such present and former officers or members covered hereby in advance of the final disposition of any proceeding to the fullest extent permitted by applicable law. In all events, the indemnification described in this Certificate shall be limited to the assets of the Company and proceeds of any applicable insurance.

The Company may, upon approval of a Required Interest, indemnify its present and former officers, employees and agents as provided with respect to officers and members hereinabove.

ARTICLE TEN

The name and address of the organizer is Christopher C. Jones, 2727 Allen Parkway, Suite 1700, Houston, Texas 77019-2125.

The organizer has signed this instrument at Houston, Texas, to be effective on this the 7th day of July, 2006.


Christopher C. Jones, Organizer