

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/31/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tetrad Corporation		03/31/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	W. L. Gore & Associates, Inc.
Street Address:	555 Paper Mill Road, P.O. Box 9329
City:	Newark
State/Country:	DELAWARE
Postal Code:	19714
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1875169	TETRAD

CORRESPONDENCE DATA

Fax Number: (302)731-9098
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (302) 738-4880
 Email: bmoran@wlgore.com
 Correspondent Name: Rebecca Moran
 Address Line 1: 555 Paper Mill Road, P.O. Box 9329
 Address Line 4: Newark, DELAWARE 19714

ATTORNEY DOCKET NUMBER:	TETRAD ASSIGNMENT
NAME OF SUBMITTER:	Rebecca J. Moran
Signature:	/Rebecca J Moran/

CH \$40.00 1875169

Date:

06/26/2007

Total Attachments: 4

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of March 31, 2005 (this "Agreement"), is among W.L. Gore & Associates, Inc., a Delaware corporation ("Parent"), TC Merger Corporation, a Delaware corporation and a wholly-owned Subsidiary of Parent ("Sub"), Tetrad Corporation, a Delaware corporation (the "Company") (Sub and the Company being hereinafter collectively referred to as the "Constituent Corporations") and the stockholders of the Company set forth on Exhibit A (the "Stockholders").

RECITALS:

A. The respective Boards of Directors of Parent, Sub and the Company have approved and declared advisable the merger of Sub with and into the Company upon the terms and subject to the conditions of this Agreement (the "Merger"), and the respective Boards of Directors of Parent, Sub and the Company have authorized this Agreement;

B. The respective Boards of Directors of Parent and the Company have determined that the Merger is in the best interest of their respective stockholders;

C. The Stockholders have approved and adopted this Agreement and Plan of Merger;

D. The Stockholders acknowledge that they will be substantially benefited by the transactions contemplated by this Agreement, and as a material inducement to Parent's and Sub's willingness to enter into this Agreement, which Parent and Sub would not do absent the Stockholders' execution of this Agreement, the Stockholders have agreed to join in this Agreement as contemplated herein; and

NOW, THEREFORE, in consideration of the premises, representations, warranties and agreements herein contained, the parties agree as follows:

ARTICLE I THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the Delaware General Corporation Law (the "DGCL"), Sub shall be merged with and into the Company at the Effective Time (as defined in Section 1.2). Following the Merger, the separate corporate existence of Sub shall cease and the Company shall continue as the surviving corporation (the "Surviving Corporation") and shall succeed to and assume all the rights and obligations of Sub in accordance with the DGCL. Notwithstanding anything to the contrary herein, at the election of Parent, any direct wholly-owned Subsidiary (as hereinafter defined) of Parent may be substituted for Sub as a constituent corporation in the Merger. In such event, the parties agree to execute and deliver an appropriate amendment to this Agreement, in form and substance reasonably satisfactory to Parent and the Company, in order to reflect such substitution.

Section 1.2 Effective Time. The Merger shall become effective when a certificate of merger (the "Certificate of Merger"), executed in accordance with the relevant provisions of the DGCL, is duly filed with the Secretary of State of the State of Delaware. When used in this

registration or application and are material to the business of the Company, (iii) all Intellectual Property which has been licensed to the Company by a third party ("Company License(s)"), and (iv) all registration, renewal, disclosure, filing and fee payment deadlines with respect to any of the foregoing.

(c) Title; Validity. Except as set forth in Section 3.16(c) of the Disclosure Schedule, the Company has all of the right, title, and interest in and to all of the Company Intellectual Property, free and clear of any and all liens and claims and rights (including moral rights) of third parties or any Affiliated Person, Company Business Personnel, agent or representative of the Company. All of the Company Intellectual Property is valid, subsisting and enforceable. Except as set forth in Section 3.16(c) of the Disclosure Schedule, the Company has not, by any of its acts or omissions, or by acts or omissions of its affiliates, directors, officers, stockholders, Company Business Personnel, consultants, agents, or representatives caused any of the Company Intellectual Property rights to be transferred, diminished, abandoned, waived, extinguished, or adversely affected to any material extent. The Company has not received any notice, and the Company and the Stockholders have no Knowledge of any complaint, claim, assertion, challenge, threat or allegation by any third party or any Stockholder relating to any of the Company Intellectual Property.

(d) No Third Party Rights. Except as set forth in Section 3.16(d) of the Disclosure Schedule, no facilities or funding from any Governmental Entity or university or college were used in the development of the Company Intellectual Property and the Company Intellectual Property was not developed pursuant to a contract with any person or entity (except for independent contractors hired by the Company who have validly assigned all of their rights to the Company). Except as set forth in Section 3.16(d) of the Disclosure Schedule, to the Knowledge of the Company and the Stockholders, there are no restrictions on the ability of Company (or its successors or assigns, including Parent) to use, make, have made, copy, sell, have sold, exploit and provide to others the use of, products and services based on the Company Intellectual Property, and none of the foregoing will obligate Company (or any successor or assign of Company including Parent) to pay any royalty, fee, or other compensation to any person or entity. Each inventor, author and other creator of Company Intellectual Property, including but not limited to employees, independent contractors, students and university personnel (each, an "IP Creator") has duly and validly assigned all of its right, title and interest, if any, in and to the Company Intellectual Property to the Company and has waived any and all moral rights, if any, therein.

(e) Embedded Technology. Section 3.16(e) of the Disclosure Schedule contains a complete list of all third party Intellectual Property which is a component of or incorporated in or required to develop, use or support the Company's products or services ("Embedded Technology"), and a list of any agreements and restrictions relating to the Company's right to use, incorporate or distribute the Embedded Technology. The Company is not in violation of any license, sublicense, or agreement with respect to Embedded Technology.

(f) Confidential Information. The Company has taken commercially reasonable security measures to protect the secrecy, confidentiality, and value of the Company Confidential Information including, when appropriate to protect its rights in such Confidential Information, entering into agreements that acknowledge that such Confidential Information is

U6045071

IN WITNESS WHEREOF, Parent, Sub the Company and the Stockholders have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.

W.L. GORE & ASSOCIATES, INC.,
a Delaware Corporation

By: *Russell Shaller*

Name: *Russell Shaller*
Title: *Authorized Associate*

TC MERGER CORPORATION,
a Delaware Corporation

By: *Russell Shaller*

Name: *Russell Shaller*
Title: *President*

TETRAD CORPORATION,
a Delaware Corporation

By: _____

Name: _____
Title: _____

STOCKHOLDERS:

Said Azim

Dennis Dietz

William Glenn, Jr.

Michael Fife

Clyde Oakley

IN WITNESS WHEREOF, Parent, Sub the Company and the Stockholders have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.

**W.L. GORE & ASSOCIATES, INC.,
a Delaware Corporation**

By: _____

Name:
Title:

**TC MERGER CORPORATION,
a Delaware Corporation**

By: _____

Name:
Title:

**TETRAD CORPORATION,
a Delaware Corporation**

By: M. S. Abdel-Azim
Name: M. Said Abdel-Azim
Title: President + CEO

STOCKHOLDERS:

M. S. Abdel-Azim
Said Azim

Dennis Dietz
Dennis Dietz

William Glenn, Jr.
William Glenn, Jr.

Michael J. Fife
Michael Fife

Clyde Oakley
Clyde Oakley