

Re 11.13.07

RECOR
TR



103469209

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Cotton Restoration, LP

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: Cotton Commercial USA, Inc.
Internal _____
Address: _____
Street Address: 14345 Northwest Freeway
City: Houston
State: Texas
Country: USA Zip: 77040

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Texas
 Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 10/5/07

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 2570811

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Word Mark:
Cotton

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

Name: Norman T. Reynolds
Internal Address: _____
Street Address: 815 Walker Suite 1250
City: Houston
State: Texas Zip: 77002
Phone Number: 713-237-3135
Fax Number: 713-237-3202
Email Address: nreynolds@cpm-law.com

6. Total number of applications and registrations involved: 12

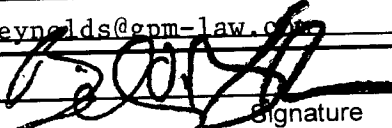
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 25

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:  _____ 11/9/07 Date

Billy V. Ray, Jr., President Signature

Name of Person Signing _____

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11-15-2007



103461132

RECORDED
TR

To the Director of the U. S. Patent and Trade

ments or the new address(es) below.

1. Name of conveying party(ies):

Cotton Restoration, LP

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 10/5/07

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Cotton Commercial USA, Inc.

Internal _____

Address: _____

Street Address: 14345 Northwest Freeway

City: Houston

State: Texas

Country: USA Zip: 77040

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Texas

Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2986878

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Word Mark:
Cotton

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

Name: Norman T. Reynolds

Internal Address: _____

Street Address: 815 Walker Suite 1250

City: Houston

State: Texas Zip: 77002

Phone Number: 713-237-3135

Fax Number: 713-237-3202

Email Address: nreynolds@gpm-law.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 11/14/2007 NJAMA1 00000027 2986878

Authorized User Name _____

11/9/07

Total number of pages including cover sheet, attachments, and document: 10

9. Signature:

Date

Billy V. Ray, Jr., President

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**AGREEMENT
AND
PLAN OF MERGER**

This AGREEMENT and PLAN OF MERGER is made and entered as of October 1, 2007 (the "Agreement Date").

RECITALS

COTTON COMMERCIAL USA, LP, is a limited partnership duly organized and existing under the laws of the State of Texas.

COTTON RESTORATION, LP, is a limited partnership duly organized and existing under the laws of the State of Texas.

The General Partner of each party to this Agreement deems it advisable to effect a conversion as contemplated herein, and the General Partner of each party has adopted the Plan of Conversion embodied in this Agreement, subject to approval by its Partners.

AGREEMENT

In consideration of the terms hereof, the parties do hereby agree to merge on the terms and conditions herein provided, as follows:

**ARTICLE I
DEFINITIONS**

1.01 Definitions. As used in this Agreement, the following terms have the following meanings:

"Agreement" means this Agreement and Plan of Merger.

"General Partner" shall have that meaning assigned to it by the definition in Section 1.02 of the TRLPA.

"Partner" shall have that meaning assigned to it by the definition in Section 1.02 of the TRLPA.

"TRLPA" means the Texas Revised Limited Partnership Act, including any successor statute, as amended from time to time.

Other terms defined herein have the meaning so given them.

ARTICLE II MERGER

2.01 Merger. Upon the terms and subject to the conditions hereof and in accordance with the TRLPA, on the Merger Date (as hereinafter defined), COTTON RESTORATION, LP shall be merged with and into COTTON COMMERCIAL USA, LP in accordance with the applicable laws of each party's state of organization (the "Merger"). The separate existence of COTTON RESTORATION, LP shall cease, and COTTON COMMERCIAL USA, LP shall be the surviving limited partnership (the "Surviving Entity") and shall be governed by the laws of the State of Texas.

2.02 Merger Date. The Merger shall become effective on the date and at the time provided by the Certificate of Merger, to be filed with the Secretary of State of the State of Texas in substantially the form attached hereto as Exhibit A, all after satisfaction of the requirements of the applicable laws of prerequisite to such filings, including without limitation the approval of the Partners of the parties.

2.03 Certificate of Formation. On the Merger Date, the Certificate of Formation of COTTON COMMERCIAL USA, LP, as in effect immediately prior to the Merger Date as set forth in the Company record book, shall continue in full force and effect as the Certificate of Formation of the Surviving Entity.

2.04 Agreement for Limited Partnership. On the Merger Date, the Agreement for Limited Partnership of COTTON COMMERCIAL USA, LP, as in effect immediately prior to the Merger Date as set forth in the Company record book, shall continue in full force and effect as the Agreement for Limited Partnership of the Surviving Entity.

2.05 General Partner. The General Partner of COTTON COMMERCIAL USA, LP immediately prior to the Merger Date shall continue to be the General Partner of the Surviving Entity until their successors shall have been duly elected and qualified, or until otherwise provided by (a) law, (b) the Certificate of Formation of the Surviving Entity, or (c) the Agreement for Limited Partnership of the Surviving Entity.

2.06 Condition. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the Partners of COTTON COMMERCIAL USA, LP and COTTON RESTORATION, LP, prior to or at the Merger Date.

ARTICLE III CONVERSION OF PARTNERSHIP INTERESTS

3.01. COTTON RESTORATION, LP. Upon the Merger Date, by virtue of the Merger and without any action on the part of any holder thereof, the manner and basis for converting the partnership interests of COTTON RESTORATION, LP shall be as follows:

100% of the partnership interest in COTTON RESTORATION, LP shall be transferred to

Cotton COMMERCIAL USA, LP, and then cancelled as being no longer outstanding. All of the partnership interest in COTTON RESTORATION, LP and COTTON COMMERCIAL USA, LP is owned either directly or indirectly by the same parent company, C & B / COTTON HOLDINGS, INC., a Delaware Corporation, and therefore there will be no need to issue additional partnership interests in the Surviving Entity.

ARTICLE IV EFFECT OF MERGER

4.01 Upon the Merger Date, the Surviving Entity, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of COTTON RESTORATION, LP; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of COTTON RESTORATION, LP on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Entity without further act or deed; title to any real estate, or any interest therein vested in COTTON RESTORATION, LP, shall not revert or in any way be impaired by reason of this merger; and all of the rights of creditors of COTTON RESTORATION, LP shall be preserved unimpaired, and all liens upon the property of COTTON RESTORATION, LP shall be preserved unimpaired, and all debts, liabilities, obligations and duties of COTTON RESTORATION, LP shall thenceforth remain with or be attached to, as the case may be, the Surviving Entity and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

ARTICLE V OTHER PROVISIONS

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

5.02 **Abandonment.** At any time before the Merger Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by any or all parties hereto.

5.03 **Tax-Free Reorganization.** The Merger is intended to be a tax-free plan of reorganization within the meaning of Sections 332, 337, 351, 355, and/or 368(a) of the Internal Revenue Code of 1986.

5.04 **Governing Law.** This agreement is governed by and shall be construed in accordance with the law of the State of Texas.

5.05 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same instrument.

IN WITNESS HEREOF, the parties have entered into and signed this Agreement, as of the Agreement Date.

COTTON COMMERCIAL USA, LP

By: COTTON USA GP, LLC, General Partner

By: 

Name: Peter J. Bell

Title: Vice President

Date signed: 10-1-2007

COTTON RESTORATION, LP

By: CRI-GP, LLC, General Partner

By: 

Name: Peter J. Bell

Title: Vice President

Date signed: 10-1-2007

7001.020 Cotton Restoration, LP - Plan of Merger.doc

Exhibit A

Certificate of Merger

5

FILED
In the Office of the
Secretary of State of Texas

OCT 05 2007

**CERTIFICATE OF MERGER
COMBINATION MERGER**

Corporations Section

The undersigned parties submit this certificate of merger pursuant to the Texas Revised Limited Partnership Act ("TRLPA"), and the TRLPA title applicable to each domestic filing entity identified below.

Parties to the Merger

The name, organizational form, state of incorporation or organization, and file number, if any, issued by the Texas secretary of state for each organization that is a party to the merger are as follows:

1. The name of the organization is COTTON COMMERCIAL USA, LP, a limited partnership duly organized and existing under the laws of the State of Texas, USA. The FILE NUMBER issued by the Texas secretary of state is 800433352. COTTON COMMERCIAL USA, LP will survive the merger. The plan of merger does not amend the name of the organization.
2. The name of the organization is COTTON RESTORATION, LP, a limited partnership duly organized and existing under the laws of the State of Texas, USA. The FILE NUMBER issued by the Texas secretary of state is 800008991. COTTON RESTORATION, LP will not survive the merger.

Plan of Merger

The surviving domestic entity certifies that:

A signed plan of merger is on file at its principal place of business. The address of the principal place of business of the surviving entity is 14345 Northwest Freeway, Houston, Texas 77040.

On written request, a copy of the plan of merger will be furnished without cost by the surviving domestic entity or non-code organization to any owner or member of any domestic entity that is a party to or created by the plan of merger.

Amendments

No amendments to the certificate of formation of the surviving domestic entity are effected by the merger.

Approval of the Plan of Merger

The plan of merger has been approved as required by the laws of the State of Texas, being the jurisdiction of formation of each organization that is a party to the merger and by the governing documents of those organizations.

Effectiveness of Filing

This document becomes effective when the document is accepted and filed by the secretary of state.

Tax Certificate

In lieu of providing a tax certificate, the surviving organization will be liable for payment of the required franchise taxes.

Execution

This document is signed subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: October 1, 2007

COTTON COMMERCIAL USA, LP

By: COTTON USA GP, LLC, General Partner

By: [Signature]
Name: Peter J. Bell
Title: Vice President

COTTON RESTORATION, LP

By: CRI-GP, LLC, General Partner

By: [Signature]
Name: Peter J. Bell
Title: Vice President

7001.020 Cotton Restoration, LP - Certificate of Merger.doc

OCT 16 2007

**CERTIFICATE OF CONVERSION OF A LIMITED PARTNERSHIP
CONVERTING TO A
CORPORATION**

Corporations Section

The undersigned submits this certificate of conversion pursuant to chapter 10 of the Texas Business Organizations Code ("TBOC").

Converting Entity Information

The name of the converting limited partnership is COTTON COMMERCIAL USA, LP.

The jurisdiction of formation of the limited partnership is Texas.

The date of formation of the limited partnership is 12/29/2004.

The file number, if any, issued to the limited partnership by the secretary of state is 800433352.

Converted Entity Information

The limited partnership named above is converting to a corporation. The name of the corporation is:

COTTON COMMERCIAL USA, INC.

The corporation will be formed under the laws of Texas.

Plan of Conversion

Instead of attaching the plan of conversion, the limited partnership certifies to the following statements:

A signed plan of conversion is on file at the principal place of business of the limited partnership, the converting entity. The address of the principal place of business of the limited partnership is 14345 Northwest Freeway, Houston, Texas 77040.

A signed plan of conversion will be on file after the conversion at the principal place of business of the corporation, the converted entity. The address of the principal place of business of the corporation is 14345 Northwest Freeway, Houston, Texas 77040.

A copy of the plan of conversion will be furnished on written request without cost by the converting entity before the conversion or by the converted entity after the conversion to any owner or member of the converting or converted entity.

Approval of the Plan of Conversion

The plan of conversion has been approved as required by the laws of the jurisdiction of

formation and the governing documents of the converting entity.

Effectiveness of Filing

This document becomes effective when the document is filed by the secretary of state.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: October 16, 2007

COTTON COMMERCIAL USA, LP

By: COTTON USA GP, LLC

By:


Peter Bell, ~~President~~ Vice President

**AGREEMENT
AND
PLAN OF MERGER**

This AGREEMENT and PLAN OF MERGER is made and entered as of October 1, 2007 (the "Agreement Date").

RECITALS

COTTON COMMERCIAL USA, LP, is a limited partnership duly organized and existing under the laws of the State of Texas.

COTTON RESTORATION, LP, is a limited partnership duly organized and existing under the laws of the State of Texas.

The General Partner of each party to this Agreement deems it advisable to effect a conversion as contemplated herein, and the General Partner of each party has adopted the Plan of Conversion embodied in this Agreement, subject to approval by its Partners.

AGREEMENT

In consideration of the terms hereof, the parties do hereby agree to merge on the terms and conditions herein provided, as follows:

**ARTICLE I
DEFINITIONS**

1.01 Definitions. As used in this Agreement, the following terms have the following meanings:

"Agreement" means this Agreement and Plan of Merger.

"General Partner" shall have that meaning assigned to it by the definition in Section 1.02 of the TRLPA.

"Partner" shall have that meaning assigned to it by the definition in Section 1.02 of the TRLPA.

"TRLPA" means the Texas Revised Limited Partnership Act, including any successor statute, as amended from time to time.

Other terms defined herein have the meaning so given them.

ARTICLE II MERGER

2.01 Merger. Upon the terms and subject to the conditions hereof and in accordance with the TRLPA, on the Merger Date (as hereinafter defined), COTTON RESTORATION, LP shall be merged with and into COTTON COMMERCIAL USA, LP in accordance with the applicable laws of each party's state of organization (the "Merger"). The separate existence of COTTON RESTORATION, LP shall cease, and COTTON COMMERCIAL USA, LP shall be the surviving limited partnership (the "Surviving Entity") and shall be governed by the laws of the State of Texas.

2.02 Merger Date. The Merger shall become effective on the date and at the time provided by the Certificate of Merger, to be filed with the Secretary of State of the State of Texas in substantially the form attached hereto as Exhibit A, all after satisfaction of the requirements of the applicable laws of prerequisite to such filings, including without limitation the approval of the Partners of the parties.

2.03 Certificate of Formation. On the Merger Date, the Certificate of Formation of COTTON COMMERCIAL USA, LP, as in effect immediately prior to the Merger Date as set forth in the Company record book, shall continue in full force and effect as the Certificate of Formation of the Surviving Entity.

2.04 Agreement for Limited Partnership. On the Merger Date, the Agreement for Limited Partnership of COTTON COMMERCIAL USA, LP, as in effect immediately prior to the Merger Date as set forth in the Company record book, shall continue in full force and effect as the Agreement for Limited Partnership of the Surviving Entity.

2.05 General Partner. The General Partner of COTTON COMMERCIAL USA, LP immediately prior to the Merger Date shall continue to be the General Partner of the Surviving Entity until their successors shall have been duly elected and qualified, or until otherwise provided by (a) law, (b) the Certificate of Formation of the Surviving Entity, or (c) the Agreement for Limited Partnership of the Surviving Entity.

2.06 Condition. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the Partners of COTTON COMMERCIAL USA, LP and COTTON RESTORATION, LP, prior to or at the Merger Date.

ARTICLE III CONVERSION OF PARTNERSHIP INTERESTS

3.01. COTTON RESTORATION, LP. Upon the Merger Date, by virtue of the Merger and without any action on the part of any holder thereof, the manner and basis for converting the partnership interests of COTTON RESTORATION, LP shall be as follows:

100% of the partnership interest in COTTON RESTORATION, LP shall be transferred to

Cotton COMMERCIAL USA, LP, and then cancelled as being no longer outstanding. All of the partnership interest in COTTON RESTORATION, LP and COTTON COMMERCIAL USA, LP is owned either directly or indirectly by the same parent company, C & B / COTTON HOLDINGS, INC., a Delaware Corporation, and therefore there will be no need to issue additional partnership interests in the Surviving Entity.

ARTICLE IV EFFECT OF MERGER

4.01 Upon the Merger Date, the Surviving Entity, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of COTTON RESTORATION, LP; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of COTTON RESTORATION, LP on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Entity without further act or deed; title to any real estate, or any interest therein vested in COTTON RESTORATION, LP, shall not revert or in any way be impaired by reason of this merger; and all of the rights of creditors of COTTON RESTORATION, LP shall be preserved unimpaired, and all liens upon the property of COTTON RESTORATION, LP shall be preserved unimpaired, and all debts, liabilities, obligations and duties of COTTON RESTORATION, LP shall thenceforth remain with or be attached to, as the case may be, the Surviving Entity and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

ARTICLE V OTHER PROVISIONS

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

5.02 **Abandonment.** At any time before the Merger Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by any or all parties hereto.

5.03 **Tax-Free Reorganization.** The Merger is intended to be a tax-free plan of reorganization within the meaning of Sections 332, 337, 351, 355, and/or 368(a) of the Internal Revenue Code of 1986.

5.04 **Governing Law.** This agreement is governed by and shall be construed in accordance with the law of the State of Texas.

5.05 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same instrument.

IN WITNESS HEREOF, the parties have entered into and signed this Agreement, as of the Agreement Date.

COTTON COMMERCIAL USA, LP

By: COTTON USA GP, LLC, General Partner

By: 

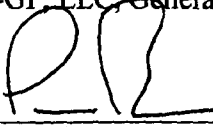
Name: Peter J. Bell

Title: Vice President

Date signed: 10-1-2007

COTTON RESTORATION, LP

By: CRI-GP LLC General Partner

By: 

Name: Peter J. Bell

Title: Vice President

Date signed: 10-1-2007

Exhibit A

Certificate of Merger

FILED
In the Office of the
Secretary of State of Texas

OCT 05 2007

**CERTIFICATE OF MERGER
COMBINATION MERGER**

Corporations Section

The undersigned parties submit this certificate of merger pursuant to the Texas Revised Limited Partnership Act ("TRLPA"), and the TRLPA title applicable to each domestic filing entity identified below.

Parties to the Merger

The name, organizational form, state of incorporation or organization, and file number, if any, issued by the Texas secretary of state for each organization that is a party to the merger are as follows:

1. The name of the organization is COTTON COMMERCIAL USA, LP, a limited partnership duly organized and existing under the laws of the State of Texas, USA. The **FILE NUMBER** issued by the Texas secretary of state is **800433352**. COTTON COMMERCIAL USA, LP will survive the merger. The plan of merger does not amend the name of the organization.
2. The name of the organization is COTTON RESTORATION, LP, a limited partnership duly organized and existing under the laws of the State of Texas, USA. The **FILE NUMBER** issued by the Texas secretary of state is **800008991**. COTTON RESTORATION, LP will not survive the merger.

Plan of Merger

The surviving domestic entity certifies that:

A signed plan of merger is on file at its principal place of business. The address of the principal place of business of the surviving entity is 14345 Northwest Freeway, Houston, Texas 77040.

On written request, a copy of the plan of merger will be furnished without cost by the surviving domestic entity or non-code organization to any owner or member of any domestic entity that is a party to or created by the plan of merger.

Amendments

No amendments to the certificate of formation of the surviving domestic entity are effected by the merger.

Approval of the Plan of Merger

The plan of merger has been approved as required by the laws of the State of Texas, being the jurisdiction of formation of each organization that is a party to the merger and by the governing documents of those organizations.

Effectiveness of Filing

This document becomes effective when the document is accepted and filed by the secretary of state.

Tax Certificate

In lieu of providing a tax certificate, the surviving organization will be liable for payment of the required franchise taxes.

Execution

This document is signed subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: October 1, 2007

COTTON COMMERCIAL USA, LP

By: COTTON USA GP, LLC, General Partner

By: [Signature]
Name: Peter J. Bell
Title: Vice President

COTTON RESTORATION, LP

By: CRI-GP, LLC, General Partner

By: [Signature]
Name: Peter J. Bell
Title: Vice President

7001.020 Cotton Restoration, LP - Certificate of Merger.doc

**CERTIFICATE OF CONVERSION OF A LIMITED PARTNERSHIP
CONVERTING TO A
CORPORATION**

OCT 16 2007

Corporations Section

The undersigned submits this certificate of conversion pursuant to chapter 10 of the Texas Business Organizations Code ("TBOC").

Converting Entity Information

The name of the converting limited partnership is COTTON COMMERCIAL USA, LP.

The jurisdiction of formation of the limited partnership is Texas.

The date of formation of the limited partnership is 12/29/2004.

The file number, if any, issued to the limited partnership by the secretary of state is 800433352.

Converted Entity Information

The limited partnership named above is converting to a corporation. The name of the corporation is:

COTTON COMMERCIAL USA, INC.

The corporation will be formed under the laws of Texas.

Plan of Conversion

Instead of attaching the plan of conversion, the limited partnership certifies to the following statements:

A signed plan of conversion is on file at the principal place of business of the limited partnership, the converting entity. The address of the principal place of business of the limited partnership is 14345 Northwest Freeway, Houston, Texas 77040.

A signed plan of conversion will be on file after the conversion at the principal place of business of the corporation, the converted entity. The address of the principal place of business of the corporation is 14345 Northwest Freeway, Houston, Texas 77040.

A copy of the plan of conversion will be furnished on written request without cost by the converting entity before the conversion or by the converted entity after the conversion to any owner or member of the converting or converted entity.

Approval of the Plan of Conversion

The plan of conversion has been approved as required by the laws of the jurisdiction of

formation and the governing documents of the converting entity.

Effectiveness of Filing

This document becomes effective when the document is filed by the secretary of state.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: October 16, 2007

COTTON COMMERCIAL USA, LP

By: COTTON USA GP, LLC

By:


Peter Bell, ~~President~~ Vice President