

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/31/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Emerging Acquisitions, LLC		01/31/2008	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Emerging Acquisitions, LLC
Street Address:	1040 Arrowsmith Street
City:	Eugene
State/Country:	OREGON
Postal Code:	97402
Entity Type:	LIMITED LIABILITY COMPANY: OREGON

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2126662	BHS DEBRIS ROLL SCREEN
Registration Number:	2194070	BHS BAG BREAKER
Registration Number:	2196243	OCC SEPARATOR
Registration Number:	2220890	BHS NEWSORTER
Registration Number:	2257670	BHS HI-GRADER
Registration Number:	2964692	BHS BULK HANDLING SYSTEMS
Registration Number:	2964693	BHS DE-INKING SCREEN

CORRESPONDENCE DATA

Fax Number: (503)224-2084
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 503-224-2170
 Email: docket@stofoco.com
 Correspondent Name: Stephen S. Ford

OP \$190.00 2126662

Address Line 1: 621 SW Morrison Street
Address Line 2: Suite 600
Address Line 4: Portland, OREGON 97205

ATTORNEY DOCKET NUMBER:	2333-0001
NAME OF SUBMITTER:	Stephen S. Ford
Signature:	/Stephen S. Ford/
Date:	02/14/2008

Total Attachments: 5
source=2333-0001Agreement&PlanMerger#page1.tif
source=2333-0001Agreement&PlanMerger#page2.tif
source=2333-0001Agreement&PlanMerger#page3.tif
source=2333-0001Agreement&PlanMerger#page4.tif
source=2333-0001Agreement&PlanMerger#page5.tif

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of January 31, 2008, is entered into between Emerging Acquisitions, LLC, an Illinois limited liability company ("EA Illinois"), and Emerging Acquisitions, LLC, an Oregon limited liability company ("EA Oregon").

RECITALS

WHEREAS, on or about July 18, 2005, the members of EA Illinois organized EA Oregon, for the purpose of effecting the redomestication of EA Illinois in the State of Oregon by merging EA Illinois with and into EA Oregon (the "Redomestication Merger"); and

WHEREAS, as a result of a clerical error, articles of dissolution were erroneously filed with the Secretary of State of Illinois and the Redomestication Merger was not properly consummated; and

WHEREAS, EA Illinois and EA Oregon desire to correct the foregoing by filing a statement of correction with the Secretary of State of Illinois to withdraw the articles of dissolution and, promptly thereafter, to consummate the Redomestication Merger on the terms and subject to the conditions set forth herein; and

WHEREAS, EA Illinois and EA Oregon have each submitted this Agreement for approval by vote of their respective members.

NOW, THEREFORE, in consideration of the premises and of the agreements of the parties hereto set forth herein, the parties hereto agree as follows:

ARTICLE I

THE REDOMESTICATION MERGER; EFFECTIVE TIME

1.1. The Redomestication Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined below), EA Illinois shall be merged with and into EA Oregon, whereupon the separate existence of EA Illinois shall cease. EA Oregon shall be the surviving company (sometimes hereinafter referred to as the "Surviving Company") in the Redomestication Merger and shall continue to be governed by the laws of the State of Oregon. The Redomestication Merger shall have the effects specified in the Oregon Limited Liability Company Act, as amended (the "Oregon LLC Act"), and in the Illinois Limited Liability Company Act, as amended (the "Oregon LLC Act"), and the Surviving Company shall succeed, without other transfer, to all of the assets and property (whether real, personal or mixed), rights, privileges, franchises, immunities, patents and other intellectual property and powers of EA Illinois, and shall assume and be subject to all of the duties, liabilities, obligations and restrictions of every kind and description of EA Illinois.

1.2. Effective Time. Provided that the condition set forth in Article V has been fulfilled or waived in accordance with this Agreement and that this Agreement has not been terminated or abandoned pursuant to Article VI, on the date of the closing of the Redomestication Merger, EA Illinois and EA Oregon shall cause appropriate Articles of Merger to be executed and filed with the Secretaries of State of Illinois and Oregon, and the Redomestication Merger shall become effective at such time (the "Effective Time").

TRADEMARK

REEL: 003719 FRAME: 0602

ARTICLE II

CONSTITUENT DOCUMENTS OF THE SURVIVING COMPANY

2.1. Articles of Organization. The articles of organization of EA Oregon in effect at the Effective Time shall be the articles of organization of the Surviving Company, until amended in accordance with the provisions thereof or applicable law.

2.2. Operating Agreement. The operating agreement of EA Oregon in effect at the Effective Time shall be the operating agreement of the Surviving Company, until amended in accordance with the provisions thereof or applicable law.

ARTICLE III

OFFICERS AND MANAGERS OF THE SURVIVING COMPANY

3.1. Officers. The officers of EA Oregon at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Company, until their successors have been duly elected or appointed or until their earlier death, resignation or removal.

3.2. Manager. The manager of EA Oregon at the Effective Time shall, from and after the Effective Time, be the manager of the Surviving Company, until his successor has been duly elected or appointed or until his earlier death, resignation or removal.

ARTICLE IV

EFFECT OF MERGER ON SHARES

At the Effective Time, as a result of the Redomestication Merger and without any action on the part of EA Illinois, EA Oregon, their members, or any other person, each share representing limited liability company interests in EA Illinois immediately prior the Effective Time shall be cancelled. Each share representing limited liability company interests in EA Oregon immediately prior to the Effective Time shall continue in full force and effect.

ARTICLE V

CONDITION

The respective obligation of each party hereto to effect the Redomestication Merger is subject to receipt before the Effective Time of the requisite approval of this Agreement and the transactions contemplated hereby by (a) the members of EA Illinois pursuant to the Illinois LLC Act and the operating agreement of EA Illinois and (b) the members of EA Oregon pursuant to the Oregon LLC Act and the operating agreement of EA Oregon.

ARTICLE VI

TERMINATION

This Agreement may be terminated, and the Redomestication Merger may be abandoned, at any time before the Effective Time, whether before or after approval of this Agreement by the respective members of EA Illinois and EA Oregon, if the managers of EA Illinois and EA Oregon determine for any

reason, in their sole judgment and discretion, that the consummation of the Redomestication Merger would be inadvisable or not in the best interests of EA Illinois or EA Oregon, as the case may be, and its members. In the event of the termination and abandonment of this Agreement, this Agreement shall become null and void and have no effect, without any liability on the part of either EA Illinois or EA Oregon, or any of their respective members, managers or officers.

ARTICLE VII

MISCELLANEOUS AND GENERAL

7.1. Street Address of Surviving Company. The street address of the Surviving Company's principal place of business is 1040 Arrowsmith, Eugene, Oregon 97402.

7.2. Further Assistance. From and after the Effective Time, as and when required by EA Oregon or its successors or assigns, there shall be executed and delivered on behalf of EA Illinois 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, perfect or confirm, of record or otherwise, in EA Oregon the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of EA Illinois, and otherwise to carry out the purposes of this Agreement, and the officers and managers of EA Oregon are fully authorized in the name and on behalf of EA Illinois or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7.3. Modification or Amendment. Subject to the provisions of applicable law, at any time before the Effective Time, the parties hereto may modify or amend this Agreement; provided, however, that any amendment which would materially and adversely affect the members of EA Illinois and/or EA Oregon made after the approval of this Agreement by such members shall be subject to their further approval.

7.4. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts together constituting the same agreement.

7.5. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, between the parties with respect to the subject matter hereof.

7.6. No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

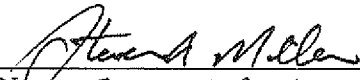
7.7. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is determined by any court or other authority of competent jurisdiction to be invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

7.8. Headings. The headings herein are for convenience of reference only, do not constitute part of this Agreement, and shall not be deemed to limit or otherwise affect any of the provisions hereof.

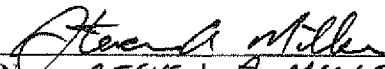
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

Emerging Acquisitions, LLC, an Illinois limited liability company

By: 
Name: STEVEN A MILLER
Title: MANAGING MEMBER

Emerging Acquisitions, LLC, an Oregon limited liability company

By: 
Name: STEVEN A MILLER
Title: MANAGING MEMBER

[Signature Page to Agreement and Plan of Merger]