

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/28/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Berwanger, Inc.		09/28/2006	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Siemens Energy & Automation, Inc.
Street Address:	3333 Old Milton Parkway
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30005
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	76091322	PRESSURE PROTECTION MANAGER
Serial Number:	76091320	PRESSURE PROTECTION MANAGER 2000
Serial Number:	76091321	PPM

CORRESPONDENCE DATA

Fax Number: (732)321-3014
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: jose.delarosa@siemens.com
 Correspondent Name: Jose De La Rosa
 Address Line 1: 170 Wood Avenue
 Address Line 2: 5th Floor
 Address Line 4: Iselin, NEW JERSEY 08830

NAME OF SUBMITTER:	Jose de la Rosa
Signature:	/jd626729/

CH \$90.00 76091322

Date:

07/28/2008

Total Attachments: 14

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Company Disclosure Schedule

2.15 (a)

Patent No. 5774372

Pressure Protection Manager System and Apparatus

Grant Date: 6/30/1998

2.15 (b)

2001 - \$3,155,000

2002 - \$4,210,000

2003 - \$1,100,000

2004 - \$1,200,000

2005 - \$350,000

Company Disclosure Schedule

2.15(c)

Patents

Title:	Status Description:	Application No. Application Date:	Country:	Patent No. Grant Date :
Apparatus and Method for Performing Process Hazard Analysis	Filed	10/895,169 7/20/2004	US	
Apparatus and Method for Assessing Exceedance of a Process Beyond Safe Operating Limits	Filed	10/895,212 7/20/2004	US	
Apparatus and Method for Automatically Selecting Inspection Plans to Optimize Target Objectives	Inactive		US	
Apparatus and Method for Generating List of Nonconforming Specifications in a Debottlenecking Study	Inactive		US	
Apparatus and Method for Creating Scaled, Three-Dimensional Model of Hydraulic System to Perform Calculations	Filed	10/935,695 9/7/2004	US	
Pressure Protection Manager System and Apparatus	Granted	08/624,174 3/29/1996	US	5,774,372 6/30/1998
Risk Assessment for Relief Pressure System	Filed (allowed)	11/162,994 9/30/05	US	

H-584771.4

12

TRADEMARK

REEL: 003823 FRAME: 0731

Company Disclosure Schedule

Trademarks

Mark:	Status Description	Application No. Application Date:	Country	Registration No. Registration Date:
PPM 2000	Registered	76/091,319 7/18/2000	US	2,596,986 7/23/2002
Pressure Protection Manager	Registered (Supplemental)	76,091,322 7/18/2000	US	2,712,212 4/29/2003
Pressure Protection Manager 2000	Registered (Supplemental)	76/091/320 7/18/2000	US	2,807,522 1/20/2004
Ultrapipe	Registered	75/644,082 2/19/99	US	2,382,526 9/5/00
Flare QRA	Docketed, but not yet filed		US	
Berwanger	Docketed, but not yet filed		US	

Licenses

Exclusive Sublicense by and between the United States of America, as represented by the United States Department of Energy (Licensor) and Berwanger, Inc. (Licensee) for Thermal Safety Software developed under International Science and Technology Center project #1498.

Company Disclosure Schedule

2.15 (e)

None.

2.15 (f)

Exclusive Sublicense by and between the United States of America, as represented by the United States Department of Energy (Licensor) and Berwanger, Inc. (Licensee) for Thermal Safety Software developed under International Science and Technology Center project #1498.

2.15 (g)

None.

2.15 (i)

None.

2.15 (k)

None.

2.15 (l)

None.

2.14 Personal Property.

(a) The Company and its Subsidiaries have good and marketable title to all of the items of tangible personal property reflected in the Company Balance Sheet (except as sold or disposed of subsequent to the date thereof in the Ordinary Course of Business and except as contemplated by this Agreement), free and clear of any and all Liens other than the Permitted Exceptions. All such items of tangible personal property which, individually or in the aggregate, are material to the operation of the business of the Company and its Subsidiaries are in good condition and in a state of good maintenance and repair (ordinary wear and tear excepted) and are suitable for the purposes used.

(b) Section 2.14(b) of the Company Disclosure Schedule sets forth all leases of personal property ("**Personal Property Leases**") involving annual payments in excess of \$100,000 relating to personal property used in the business of the Company or any of its Subsidiaries or to which the Company or any of its Subsidiaries is a party or by which the properties or assets of the Company or any of its Subsidiaries is bound. The Seller has delivered or otherwise made available to Buyer true, correct and complete copies of the Personal Property Leases, together with all amendments, modifications or supplements thereto.

(c) The Company and each of its Subsidiaries has a valid leasehold interest under each of the Personal Property Leases under which it is a lessee, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity), and there is no material default under any Personal Property Lease by the Company or any of its Subsidiaries or, to the Knowledge of Seller or of the Company, by any other party thereto, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a material default thereunder. All of the items of tangible personal property used by the Company and its Subsidiaries under the Personal Property Leases are in good condition and repair (ordinary wear and tear excepted) and are suitable for the purposes used.

2.15 Intellectual Property.

(a) Section 2.15(a) of the Company Disclosure Schedule sets forth a true, correct and complete list of (i) the Intellectual Property Rights used by the Company and its Subsidiaries which are owned by Seller or by affiliates of Seller other than the Company and its Subsidiaries ("**Seller IPR**"), that constitute any issued patents, filed patent applications, registered trademarks and services marks, trade names, filed trademark and service mark applications, Internet domain names, registered copyrights, invention disclosures, and applications and other filings made pursuant to federal, state, local and foreign laws in the name of Seller or such affiliates ("**Registered Seller IPR**"), and (ii) the agreements, arrangements and understandings pursuant to which the Company and its Subsidiaries use Seller IPR, and includes details of all due dates for further filings, registrations, maintenance, payments or other actions falling due in respect of Registered Seller IPR within six (6) months of the Effective Time. There have been no claims made and neither Seller, nor the Company nor any Subsidiary has received any notice or otherwise knows or has reason to believe that any of the Seller IPR is invalid or conflicts with the asserted rights of others.

(b) Section 2.15(b) of the Company Disclosure Schedule sets forth the royalties paid (or in the case of 2005, payable) by the Company to Seller on account of Seller IPR in each of calendar year 2001, 2002, 2003, 2004 and 2005, broken down by the Intellectual Property Rights to which the payment relates.

(c) Section 2.15(c) of the Company Disclosure Schedule contains a true, correct and complete list of (i) agreements, arrangements and understandings pursuant to which the Company and its Subsidiaries have granted or received Intellectual Property Rights, excluding any (a) "shrink wrap" or similar widely available commercial end-user licenses with respect to non-material Intellectual Property Rights in-bound to the Company, (b) agreements with employees or contractors of the Company listed on the Company Disclosure Schedule, (c) agreements with Seller listed on Section 2.15(a) of the Company Disclosure Schedule and (d) license agreements with customers on the Company's standard form of licensing agreement (each a "License Agreement" and collectively the "License Agreements"), and (ii) issued patents, filed patent applications, registered trademarks and services marks, trade names, filed trademark and service mark applications, Internet domain names, registered copyrights, unregistered copyrights material to the business of the Company and its Subsidiaries as currently conducted, invention disclosures, and applications and other filings made pursuant to federal, state, local and foreign laws by the Company and its Subsidiaries to protect their interest in their Intellectual Property Rights, and includes details of all due dates for further filings, registrations, maintenance, payments or other actions falling due in respect of such registered Intellectual Property Rights within six (6) months of the Effective Time. There have been no claims made and neither Seller, nor the Company nor any Subsidiary has received any notice or otherwise knows that any of the Intellectual Property Rights listed on Section 2.15(c) of the Company Disclosure Schedule are invalid or conflicts with the asserted rights of others.

(d) Seller has delivered, or has made available, to Buyer a copy of each of the items listed in Sections 2.15(a) and 2.15(b) of the Company Disclosure Schedule. All of the Company's and its Subsidiaries' patents, filed patent applications, registered trademarks, filed trademark applications and registered copyrights remain in good standing with all applicable fees paid and filings made. Seller has delivered, or has made available, to Buyer all material letters, analyses, reports and other documentation prepared by the Company or its Subsidiaries, or otherwise in the Company's or its Subsidiaries' possession, concerning the ownership, validity, infringement of, or freedom to use, the Intellectual Property Rights of the Company and its Subsidiaries, the Seller IPR, any third party Intellectual Property Rights, or any License Agreement.

(e) Except as set forth on Section 2.15(e) of the Company Disclosure Schedule, the Company and its Subsidiaries possess or have the right to use all Intellectual Property Rights necessary for the conduct of their business as now conducted, not subject to any restrictions (other than those contained in the License Agreements) and without any known conflict with the rights of others.

(f) Except as set forth on Section 2.15(f) of the Company Disclosure Schedule, no Intellectual Property Rights owned by the Company or its Subsidiaries were researched, developed or derived from the use of any governmental or regulatory agency funding and no governmental body or agency has, or has any rights to acquire, any right, interest or title

in the Intellectual Property Rights of the Company and its Subsidiaries. With respect to the Intellectual Property Rights developed under the agreements listed in Section 2.15(f) of the Company Disclosure Schedule, except as set forth in such Section, the Company has timely complied with the reporting, disclosure and filing requirements imposed by the Bayh-Dole Act with respect to the inventions that are the subject of such agreements.

(g) To the Knowledge of Seller or of the Company, the conduct of business by the Company and its Subsidiaries as currently conducted does not infringe on any third party's Intellectual Property Rights in the United States or anywhere in the world. Except as set forth in Section 2.15(g) of the Company Disclosure Schedule, neither Seller nor the Company or its Subsidiaries have received any notice of any pending or threatened claims challenging the validity, effectiveness or ownership by the Company of any Intellectual Property Rights owned or licensed by the Company or challenging the validity, effectiveness or ownership by Seller of Seller IPR. To the Knowledge of Seller or of the Company, there exist no valid grounds for any bona fide claim of any such kind.

(h) To the Knowledge of Seller or of the Company, there is no unauthorized use, infringement or misappropriation of any Intellectual Property Rights owned by the Company or its Subsidiaries or of Seller IPR by any third party, employee or former employee. The Company and its Subsidiaries, and Seller with respect to Seller IPR, have taken all commercially reasonable actions to maintain and protect their material Intellectual Property Rights and will continue to reasonably maintain and reasonably protect all of their material Intellectual Property Rights so as not to adversely affect the validity or enforceability thereof prior to the Effective Time.

(i) Except as set forth on Section 2.15(i) of the Company Disclosure Schedule, all personnel, including all current and former officers and all other current and former employees, agents, consultants and contractors, who have contributed to or participated in the conception and development of Intellectual Property Rights on behalf of the Company and its Subsidiaries, have executed nondisclosure agreements containing obligations of confidentiality protecting the confidential information of the Company and its Subsidiaries and either (i) are a party to an enforceable agreement with the Company or a Subsidiary in accordance with applicable national and state law that accords the Company or such Subsidiary full, effective, exclusive, irrevocable, worldwide and original ownership of all Intellectual Property Rights (whether patentable or not), arising from the efforts of such personnel on behalf of the Company and its Subsidiaries to the fullest extent permitted by applicable law, or (ii) have executed appropriate instruments of assignment in favor of the Company or a Subsidiary that have irrevocably conveyed to the Company or such Subsidiary full, effective, irrevocable worldwide and exclusive ownership of all Intellectual Property Rights (whether patentable or not), arising from the efforts of such personnel on behalf of the Company and its Subsidiaries to the fullest extent permitted by applicable law. To the Knowledge of Seller or of the Company, no employee, agent, consultant or contractor of the Company or a Subsidiary (A) is bound by or otherwise subject to any agreement, contract, arrangement, understanding or license restricting him or her from performing his or her duties for the Company or such Subsidiary; or (B) has breached any agreement, contract, arrangement, understanding or license with any former employer or other person concerning Intellectual Property Rights or confidentiality in the course of performing his or her duties for the Company or its Subsidiaries. The Company and its

Subsidiaries have not disclosed any material confidential or proprietary Intellectual Property Rights of the Company and its Subsidiaries to any third party except pursuant to written confidentiality agreements which require such third party to keep all such information confidential.

(j) Except for restrictions provided for in the License Agreements and as set forth on Section 2.15(c) of the Company Disclosure Schedule, the Intellectual Property Rights owned by the Company and the Seller IPR are free and clear of any and all mortgages, pledges, liens, security interests, conditional sale agreements, encumbrances, interests or claims of third parties or charges of any kind except for liens for Taxes not yet due or payable or being contested in good faith by appropriate proceedings and, to the Knowledge of Seller or of the Company, are not subject to any outstanding injunction, judgment, writ, order, decree or ruling.

(k) Except as set forth in Section 2.15(k) of the Company Disclosure Schedule, none of the software developed by the Company is subject to any obligation or condition under any "open source" license such as the GNU Public License, Lesser GNU Public License or Mozilla Public License that requires, or conditions the use or distribution of such software on, the disclosure, licensing or distribution of any source code for any portion of such software.

(l) Except as set forth in Section 2.15(l) of the Company Disclosure Schedule, no source code for any software owned by the Company has been delivered, licensed or made available to any escrow agent or other entity or person. Except as set forth in Section 2.15(l) of the Company Disclosure Schedule, the Company does not have any duty or obligation (whether present, contingent or otherwise) to deliver, license or make available the source code for any software owned by the Company to any escrow agent or other entity or person. To the Knowledge of Seller or of the Company, no event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will, or could reasonably be expected to, result in the delivery, license or disclosure of any source code of any software owned by the Company to any other entity or person.

(m) Definition. "**Intellectual Property Rights**" means, collectively, with respect to any person or entity, all of the following worldwide intangible legal rights of such person or entity, including those existing or acquired by ownership, license or other legal operation, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: (i) patents, patent applications, and patent rights, including any and all continuations, continuations-in-part, divisions, reissues, revisions, reexaminations or extensions thereof; (ii) inventions (whether patentable or not in any country and whether or not reduced to practice) and invention disclosures; (iii) rights associated with works of authorship (including audiovisual works), including, without limitation, copyrights, copyright applications and copyright registrations and renewals in connection therewith, moral rights, database rights, mask work rights and mask work applications and registrations and renewals in connection therewith; (iv) rights in trade secrets, including, without limitation, trade secret rights in ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, methodologies, technical data, designs, drawings, specifications, models, pricing and cost information, business and marketing plans and proposals, rights in industrial property, customer, vendor and prospect lists and all associated information or

databases and all rights relating to the protection of the same, including, without limitation, rights under nondisclosure agreements; (v) any other proprietary rights in technology, including those in software, firmware, scripts and source and object code (including descriptions, flow charts and other work product used to design, organize or develop such computer software and any related documentation), algorithms, architecture, structure, display screens, layouts, inventions, development tools and documentation constituting, describing or relating to the above, including, without limitation, manuals, memoranda, records, or business information; (vi) any rights analogous thereto in the preceding clauses and any other proprietary rights relating to intangible property, including, without limitation, brand names, trademarks, service marks, domain names, trademark and service mark registrations and applications therefore and renewals in connection therewith, trade names, corporate names, logos, rights in trade dress and packaging, together with all translations, adaptations, derivations and combinations thereof, and all goodwill associated with the same; and (vii) all rights to sue or make any claims for any past, present or future infringement, misappropriation or unauthorized use of any of the foregoing rights and the right to all income, royalties, damages and other payments that are now or may hereafter become due or payable with respect to any of the foregoing rights, including, without limitation, damages for past, present or future infringement, misappropriation or unauthorized use thereof.

2.16 Taxes.

(a) As of the Closing Date, all federal, state, local and foreign returns, estimates, information statements and reports relating to all Taxes concerning or attributable to the Company or any Subsidiary ("**Tax Returns**") and having a due date (including applicable extensions) on or before the Closing Date will have been prepared and timely filed, and such Tax Returns are complete and accurate in all material respects. As of the Closing Date, all Taxes shown on the Tax Returns required to be filed by the Company or its Subsidiaries and required to be paid by the Company or its Subsidiaries have been paid or withheld. With respect to Taxes where payment is not yet due, the Company has established, or will establish on the Effective Date Balance Sheet an adequate accrual in accordance with GAAP for the payment of all Taxes for all periods ending through and on the Closing Date.

(b) There is no Tax deficiency outstanding, assessed or proposed against Seller, the Company or any Subsidiary, and neither the Company nor any Subsidiary has executed any waiver of any statute of limitations on or extending the period for the assessment or collection of any material Tax.

(c) No audit or other examination of any Tax Return of the Company or any Subsidiary is presently in progress, nor has the Company or any Subsidiary been notified of any request for such an audit or other examination.

(d) There are (and immediately following the Effective Time there will be) no liens, pledges, charges, claims, restrictions on transfer, mortgages, security interests or other encumbrances of any sort (collectively, "**Liens**") on the assets of the Company or any Subsidiary relating to or attributable to Taxes other than Liens for Taxes not yet due and payable or Taxes being contested in good faith.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging

BERWANGER INCORPORATED
Domestic For-Profit Corporation
[File Number: 117243300]

Into

SIEMENS ENERGY & AUTOMATION, INC.
Foreign For-Profit Corporation
Delaware, USA
[File Number: 4144406]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 09/28/2006

Effective: 09/28/2006



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

Phone: (512) 463-5555
Prepared by: Lisa Sartin

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709

TTY: 7-1-1
Document: 145910910002

TRADEMARK
REEL: 003823 FRAME: 0739

ARTICLES OF MERGER
by and between
SIEMENS ENERGY & AUTOMATION, INC.
and
BERWANGER, INC.

FILED
In the Office of the
Secretary of State of Texas
SEP 28 2006
Corporations Section

Pursuant to Article 5.16 of the Texas Business Corporation Act, Siemens Energy & Automation, Inc. does hereby state and certify as to the following matters:

1. The name of the parent entity is Siemens Energy & Automation, Inc. and it is a for-profit corporation organized on the 14th day of July, 1972 pursuant to the laws of the State of Delaware. Its principal office address in Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. Its registration to transact business in the State of Texas was filed by the Department of State on the 12th day of September, 1977. This organization will survive the merger.
2. The name of the subsidiary entity is Berwanger, Inc., and it a for-profit corporation organized on the 15th day of November, 1990, pursuant to the Texas Business Corporation Act. This organization will not survive the merger.
3. The outstanding capital stock of Berwanger, Inc. consists of 1,000 shares of common stock, \$0.01 par value per share, all of which are owned by Siemens Energy & Automation, Inc.
4. The merger is permitted by the laws of the State of Delaware and is in compliance therewith.
5. Set forth immediately below is a copy of the resolution duly and unanimously adopted as of the 15th day of September, 2006 by the Board of Directors of Siemens Energy & Automation, Inc., as the parent entity, authorizing and directing the merger set forth in these Articles of Merger in accordance with the laws of the State of Delaware:

WHEREAS, Siemens Energy & Automation, Inc. lawfully owns 100% of the outstanding stock of Berwanger, Inc., a corporation organized and existing under the laws of the State of Texas, and

WHEREAS, this corporation desires to merge into itself the said Berwanger, Inc., and to be possessed of all the estate, property, rights, privileges and franchises of said corporation,

NOW, THEREFORE, BE IT RESOLVED, that effective as of September 28, 2006, this corporation merge into itself said Berwanger, Inc. and assume all of its liabilities and obligations, and

FURTHER RESOLVED, that the officers of this corporation be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in any way necessary or proper to effect said merger.

6. The merger shall become effective on September 28, 2006.

7. Siemens Energy & Automation, Inc. will be responsible and liable for the payment of all fees and franchise taxes of Berwanger Inc.

IN WITNESS WHEREOF, Siemens Energy & Automation, Inc. has caused these Articles of Merger to be signed by a duly authorized officer as of the 26th day of September, 2006.

SIEMENS ENERGY & AUTOMATION, INC.

By: *M.S. Wilkinson*
Name: *M.S. Wilkinson*
Title: *Secretary*

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"BERWANGER, INC.", A TEXAS CORPORATION,

WITH AND INTO "SIEMENS ENERGY & AUTOMATION, INC." UNDER THE NAME OF "SIEMENS ENERGY & AUTOMATION, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 2006, AT 11:22 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE TWENTY-EIGHTH DAY OF SEPTEMBER, A.D. 2006.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



0783498 8100M
060893376

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5077239

DATE: 09-28-06

TRADEMARK
REEL: 003823 FRAME: 0742

**CERTIFICATE OF OWNERSHIP
MERGING
BERWANGER, INC.
INTO**

SIEMENS ENERGY & AUTOMATION, INC.

(Pursuant to Section 253 of the Delaware General Corporation Law)

Siemens Energy & Automation, Inc., a corporation incorporated on the 14th day of July, 1972, pursuant to the provisions of the Delaware General Corporation Law (the "DGCL");

DOES HEREBY CERTIFY that this corporation owns 100% of the capital stock of Berwanger, Inc., a corporation incorporated on the 15th day of November, 1990 pursuant to the provisions of the Texas Business Corporation Act, and that this corporation, by a resolution of its Board of Directors duly adopted by unanimous written consent as of the 15th day of September, 2006, determined to merge into itself said Berwanger, Inc. effective as of September 28, 2006, which resolution is in the following words to wit:

WHEREAS, this corporation lawfully owns 100% of the outstanding stock of Berwanger, Inc., a corporation organized and existing under the laws of the State of Texas, and

WHEREAS, this corporation desires to merge into itself the said Berwanger, Inc., and to be possessed of all the estate, property, rights, privileges and franchises of said corporation,

NOW, THEREFORE, BE IT RESOLVED, that effective as of September 28, 2006, this corporation merge into itself said Berwanger, Inc. and assume all of its liabilities and obligations, and

FURTHER RESOLVED, that the officers of this corporation be, and they hereby are directed to make and execute a certificate of ownership setting forth a copy of the resolutions to merge said Berwanger, Inc. and assume its liabilities and obligations, and the date of adoption and effectiveness thereof, and to file the same in the office of the Secretary of State of Delaware, and a certified copy thereof in the office of the Recorder of Deeds of New Castle County; and

FURTHER RESOLVED, that the officers of this corporation be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in any way necessary or proper to effect said merger.

IN WITNESS WHEREOF, said parent corporation has caused this certificate to be signed by an authorized officer as of the 26th day of September, 2006.

By: M.S. Williamson
Name: M.S. Williamson
Title: Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:21 PM 09/27/2006
FILED 11:22 PM 09/27/2006
SRV 060893376 - 0783498 FILE